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Aug 22 2024

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM SIXTH JUDICIAL CIRCUIT
Court of Common Pleas
Fairfield County**

**The Honorable DeAndrea Gist Benjamin
Presiding Judge, South Carolina Business Court**

Case No. 2021-CP-00-00944

Blythewood Oil Co., Inc.
Appellant,

vs.

**Shinda Singh, Five Rivers, Inc.,
and Singh, Inc.**
Respondent.

MOTION TO SUPPLEMENT RECORD ON APPEAL

**s/Tony R. Megna
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Columbia, South Carolina, 29223
SC Bar No. 3930
tmegna@gmail.com
Attorney for Appellant**

Appellant, Blythewood Oil Co., Inc. moves this Court pursuant to Rule 212(b), SCACR to supplement the record on appeal (ROA) by including the attached portions of the trial transcripts. Upon careful review of the record on appeal in preparation for oral argument, Appellant discovered that portions of the trial transcripts evidencing motions for directed verdicts made at the 2017 jury trial and the 2019 non-jury trial were overlooked.

A. 2017 JURY TRIAL:

Appellant's Motion for Directed Verdict, 2017 Jury Trial,

Court, p. 110, lines 14-15: All right. I will be glad to hear motions from the Plaintiff.

MR. MEGNA (Attorney for Plaintiff/Appellant), page 110, lines 17-20: . . . I would just ask for a Motion for directed verdict just so I would reserve my right to ask for judgment notwithstanding verdict – a JNOV at the end of the trial, or end of the jury verdict...

THE COURT, page 110, lines 21-22: So you're asking for a directed verdict as to - As to liability. . .

MR. MEGNA, page 110, lines 23-25: and **page 111, lines 1-2:** . . . The Court has heard the testimony so I would Ask for a directed verdict in favor of the plaintiff as to the issue of liability . . .

MR. MEGNA: (page 120, lines 21-25): In addition to that I will also show at the end of the case I can also move pursuant to Rule 15B to conform the evidence, the pleadings to the evidence, which we will do at the conclusion of [sic] the trial. We would do that also simultaneously with our motion for a directed verdict.

B. 2019 NON-JURY TRIAL

(Appellant and Respondents Motions for verdicts in favor of their clients)

THE COURT, (page 105, lines 8-9): Are there any motions? You get to go first.

THE COURT, (page 105, lines 8-9): Well, let's do the normal procedure. Any motions?

MR. MEGNA, (page 105, lines 10-12): Yes, ma'am. I would request a motion for a directed verdict at this time, or verdict on behalf of the plaintiff at this time.

MR. MEGNA, (p. 122, line 25, p. 123, lines 1-2): So again, I ask the Court for a verdict of in favor of Blythewood Oil. Thank you, Your Honor.

THE COURT, (p. 123, line 3): All right. Thank you.

MS. JACKSON, (p. 123, lines 4-6): And I too ask for a verdict in favor of the defendant Shinda Singh individually, Singh Incorporated and Five Rivers, Inc.

THE COURT, (p. 123, lines 7-11): Thank you. All right. Obviously, I won't be able to rule today, I want to look at everything. You all have handed up quite a few documents, transcripts. If you all want to send proposed orders you can. How much time do you think?

MR. MEGNA: (p. 123, lines 12-13): Unless you're in a hurry I just have a real busy month ahead. I would think 30 days.

THE COURT: (p. 123, line 14): That was going to be my suggestion.

MS. JACKSON, (p. 123, lines 15-16): Thank you, Your Honor. 30 days from today?

THE COURT, (p. 123, lines 17): Sure.

(END OF HEARING)

Appellant respectfully submits that the inclusion of these portions of the trial transcripts are necessary for a full and fair adjudication of this appeal as the motions for directed verdicts in the 2017 jury trial and the 2019 non-jury trial as well as the court's request for proposed orders at the conclusion of the 2019 non-jury trial preserve the parties' arguments on appeal.

Appellant has conferred with counsel for Respondent, who declined to consent to the record's supplementation.

WHEREFORE, Appellant requests that this Court grant Appellant's motion and allow the supplementation of the record on appeal.

Respectfully submitted,

/s/ Tony R. Megna
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Attorney for Appellant

August 22, 2024.

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF FAIRFIELD
2012-CP-12-00356

Blythewood Oil, Inc.

Vs.

Shinda Sing, Five Rivers, Inc., and Singh, Inc.

Winnsboro, South Carolina

November 13-17, 2017

Before the Honorable DeAndrea Benjamin

APPEARANCES

For the Plaintiffs: Tony N. Megna

For the Defendants: Robert Jackson, Linda Jackson

Reported by: Michael C. Watkins

Official Court Reporter

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1 THE COURT: All right. Ladies and gentlemen of the jury,
2 the plaintiff has rested. At this time there are some matters
3 that I need to take up outside of your presence, some matters
4 of law. I am going to send you all back into the jury room for
5 a break, it's going to probably take about 15 minutes. To my
6 bailiffs, if there's anyone that needs to take a smoke break
7 they're more than welcome to do so as long as they're escorted
8 by one of the bailiffs outside. So remember, do not discuss --
9 you've only received the plaintiff's case, you've not heard
10 from the defendant, you have not received the law. So please
11 do not discuss the case. You all can talk about something
12 else.

13 (The jury left the courtroom.)

14 THE COURT: All right. I will be glad to hear motions
15 from the plaintiff.

16 MR. MEGNA: Your Honor, the defense has not had a chance
17 to present whatever evidence it wants, I would just ask for a
18 motion on directed verdict just so I could reserve my right to
19 ask for judgment notwithstanding the -- a JNOV at the end of
20 the trial, or end of the jury verdict.

21 THE COURT: So you're asking for a directed verdict as
22 to --

23 MR. MEGNA: As to liability. There's nothing of record
24 except for what we've presented. The Court has heard the
25 testimony so I would ask for a directed verdict in favor of the

1 plaintiff as to the issue of liability, and then the issue of
2 damages should be taken up at a later time by the jury.

3 THE COURT: All right. I assume your arguments are the
4 same as earlier as to liability as to your summary judgment
5 motions.

6 MR. MEGNA: Issues of liability are -- the only testimony
7 is that of Larry Jr. He said Shinda owned the stores, they've
8 admitted partnership, they've admitted they own the stores.
9 Mr. Shinda admitted that he had given Blythewood Oil nothing to
10 say that the agreements -- that the situation changed since
11 2007, that regardless of anything Mr. Shinda is liable period
12 because they already agreed to the partnership. They already
13 agreed that they were operating the stores to the partnership.
14 The deposition of Vick Parthania (phonetically) says they were
15 operating the stores as a partnership. He said that Mr. Shinda
16 was the one that actually called him down to be an employee
17 there. Under the circumstances I don't know what they could
18 possibly present that would obviate Mr. Shinda's responsibility
19 regardless of anybody else's responsibility for payment of the
20 money due to Blythewood Oil. Thank you, Your Honor.

21 THE COURT: All right. Yes, sir, Mr. Jackson, I'll be
22 glad to hear from you.

23 BOB JACKSON: Your Honor, there's been testimony about
24 what they say Shinda said but there's been no chance for us to
25 put up our information about where the liabilities lie. We, of

1 there is absolutely no evidence that they have provided
2 whatsoever in looking at them, and considering what they have
3 provided to the Court and to the jury, the defendant, Shinda
4 Singh, his corporations, believe that they are entitled to a
5 directed verdict in this matter.

6 THE COURT: All right. Yes, sir, you can respond.

7 MR. MEGNA: Your Honor, I won't go through the whole
8 complaint, but I will point out just the paragraphs that there
9 are starting on page -- paragraph 27 of the facts, paragraph 32
10 of the facts, paragraph 42 of the facts, paragraph 48, 49.

11 THE COURT: This isn't on the pleadings, this is a motion
12 for directed verdict, so --

13 MR. MEGNA: And on the evidence.

14 THE COURT: Yes.

15 MR. MEGNA: There have been plenty here on the evidence
16 and I would make two suggestions. Number one, Mr. Larry Sharpe
17 was completely clear that his relationship as with Mr. Singh
18 period. Even if the Court at this point in time doesn't
19 believe it was with the partnership, it was with Mr. Singh,
20 there's plenty of evidence to hold Mr. Singh personally liable
21 to these debts. In addition to that I will also show at the
22 end of the case I can also move pursuant to Rule 15B to conform
23 the evidence, the pleadings to the evidence, which we will do
24 at the conclusion of all of the trial. We would do that also
25 simultaneously with our motion for a directed verdict.

1 I, the undersigned, Michael C. Watkins,
2 Official Court Reporter for the Sixth Judicial
3 Circuit of the State of South Carolina, do hereby
4 certify that the foregoing is a true, accurate and
5 complete transcript of the proceedings had and
6 evidence introduced in the trial of the captioned
7 case relative to, in the Common Pleas for Fairfield
8 County, South Carolina, on the 14th-17th days of
9 November, 2017.

10 I further certify that I am not of kin,
11 counsel, nor interest to any party hereto.

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February 1, 2022

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Michael C. Watkins

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Court Reporter

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF FAIRFIELD
2012-CP-20-00326

Blythewood Oil, Inc.

Vs.

Shinda Singh, Five Rivers, Inc. and Singh, Inc.

Winnsboro, South Carolina

September 23, 2019

Before the Honorable DeAndrea Benjamin

APPEARANCES

For the Plaintiff: Tony Megna

For the Defendants: Linda Jackson

Reported by: Michael C. Watkins

Official Court Reporter

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1 MR. MEGNA: No questions, Your Honor.

2 THE COURT: Any rebuttal?

3 MR. MEGNA: The plaintiff closes its case, Your Honor.

4 THE COURT: Are there any motions? You get to go
5 first.

6 MR. MEGNA: Can we just do just kind of a short closing
7 argument and motions?

8 THE COURT: Well, let's do the normal procedure. Any
9 motions?

10 MR. MEGNA: Yes, ma'am. I would request a motion for a
11 directed verdict at this time, or verdict on behalf of the
12 plaintiff at this time. I'm happy to explain my rationale,
13 which quite frankly will be short if the Court will permit
14 me.

15 THE COURT: Go ahead.

16 MR. MEGNA: Thank you. The Court has heard a lot about
17 a lot of extraneous issues. But when Mr. Singh was on the
18 stand it occurred to me what the real issue here is, and I
19 hope the Court will just indulge me just for a minute. What
20 it all boils down to it if the Court recalls, and I can
21 point out the specific issues, that Mr. Singh admitted that
22 when he did these leases in 2008, I believe, that -- with
23 Jesse Singh, the evidence showed in his answers why he did
24 it, and that was because they were in financial trouble. He
25 wasn't getting anything out of the stores, he was worried

1 he paid for the gasoline deliveries, then this occurrence in
2 2008 where they start having problems that they don't tell
3 my guys about. That's the pivotal point in all of this.
4 The fact they want to say that my guys are lousy business
5 people is not a defense to partnership liability, and it's
6 not a defense to telling the truth. If they had just told
7 the truth but they didn't. The truth is they probably -- if
8 you go read the Partnership Act they're still liable under
9 the Partnership Act. If they would have told them at that
10 point in time that the partnership was ended and there was
11 no money owed, they probably could have stopped their
12 liability right there. But they didn't tell my guys about
13 the continued -- about the deteriorating financial
14 condition, and my guys didn't know there was any difference.
15 And they've all testified it doesn't end until 2010, March
16 of 2010. And finally, and this is where I'll end, and Ms.
17 Jackson, she always leaves out this last sentence, These
18 monies \$661,939.69, represent only a portion of the monies
19 that were Gurpreet and Kabal Singh used for the purpose
20 other than paying the debt." And they're right, they didn't
21 pay the debt, and that's what he claimed as damages in the
22 other lawsuit. How can you claim a debt owed to Blythewood
23 Oil when you testified you had paid the debt to Blythewood
24 Oil, the only thing left is after the leases were signed,
25 that's all that's left. So again, I ask the Court for a

1 verdict of in favor of Blythewood Oil. Thank you, Your
2 Honor.

3 THE COURT: All right. Thank you.

4 MS. JACKSON: And I too ask for a verdict in favor of
5 the defendant Shinda Singh individually, Singh Incorporated
6 and Five Rivers, Inc. Thank you.

7 THE COURT: Thank you. All right. Obviously I won't
8 be able to rule today, I want to look at everything. You
9 all have handed up quite a few documents, transcripts. If
10 you all want to send proposed orders you can. How much time
11 do you think?

12 MR. MEGNA: Unless you're in a hurry I just have a real
13 busy month ahead. I would think 30 days.

14 THE COURT: That was going to be my suggestion.

15 MS. JACKSON: Thank you, Your Honor. 30 days from
16 today?

17 THE COURT: Sure.

18 (End of the hearing.)

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1 I, the undersigned, Michael C. Watkins,
2 Official Court Reporter for the Sixth Judicial
3 Circuit of the State of South Carolina, do hereby
4 certify that the foregoing is a true, accurate and
5 complete transcript of the proceedings had and
6 evidence introduced in the trial of the captioned
7 case relative to, in the Common Pleas for Fairfield
8 County, South Carolina, on September 23rd, 2021.

9 I further certify that I am not of kin,
10 counsel, nor interest to any party hereto.

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December 21, 2021

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Michael C. Watkins

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Court Reporter

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Aug 22 2024

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM SIXTH JUDICIAL CIRCUIT
Court of Common Pleas
Fairfield County**

**The Honorable DeAndrea Gist Benjamin
Presiding Judge, South Carolina Business Court**

Case No. 2021-CP-00-00944

Blythewood Oil Co., Inc.
Appellant,

vs.

**Shinda Singh, Five Rivers, Inc.,
and Singh, Inc.**
Respondent.

CERTIFICATE OF SERVICE

The undersigned certifies that the Motion to Supplement the Record on Appeal was served on the following:

The Honorable Jenny Abbot Kitchings Clerk, South Carolina Court of Appeals Post Office Box 11629 Columbia, South Carolina 29211 Via email to: ctappfilings@sccourts.org Via email to: spencer@sccourts.org	Linda Jackson Jackson & Jackson P.O. Box 7065 Columbia, South Carolina 29202 S.C. Bar No. 2931 Via email to linbobjack@aol.com Attorney for Respondents
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August 22, 2024.