

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Case No. 2021-000944

(Decided December 18, 2024)

**BLYTHEWOOD OIL CO., INC.,
Appellant,**

v.

**SHINDA SINGH, FIVE RIVERS, INC., and SINGH, INC.,
Respondents.**

MOTION FOR REHEARING

TO: THE HONORABLE COURT OF APPEALS:

Appellant, Blythewood Oil Co., Inc. (“Blythewood Oil”), by and through undersigned counsel, respectfully moves this Court for a rehearing of the Court's decision filed on December 18, 2024. This request is made pursuant to Rule 221 of the South Carolina Appellate Court Rules.

I. Introduction

Blythewood Oil seeks a rehearing on the grounds that the Court's opinion overlooked critical evidence and misapplied legal principles regarding the continuation of the partnership and the doctrine of quantum meruit. The decision also failed to address the equitable estoppel argument adequately. Given the overlooked testimony and misapplied legal principles, a rehearing is essential to rectify these errors and ensure justice.

II. Misunderstandings in the Court's Opinion

1. A. Continuation of the Partnership

Overlooked Testimony: The Court's opinion did not consider Respondent Singh's sworn testimony from the 2017 and 2019 trials, which clearly established that the partnership continued through March 2010.

This testimony directly contradicts the Court's finding of dissolution in 2008. Specifically, Singh testified (2017 Trial Transcript, Page 18, Lines 19-24; R. 298; 2019 Trial Transcript, R. at 395, Lines 15-25) that the partnership was operational through March 2010.

2. Legal Implications: Under SC Code § 33-41-330, a partner's admission concerning partnership affairs is evidence against the partnership. Singh's testimony confirms the partnership's operational status through 2010, extending his fiduciary and statutory obligations. The Court's failure to consider this evidence resulted in a misapplication of partnership law.

III. Fiduciary Duties and Retained Assets

1. Breach of Fiduciary Duty: Respondent Singh retained key partnership assets, including goodwill, groceries, and gasoline supply agreements, for personal benefit. This retention constitutes a breach of fiduciary duty under SC Code § 33-41-510. Singh's testimony (2017 Trial Transcript, Page 23, Lines 5-10; Page 33, Lines 15-25; Page 34, lines 2-13R. 313-314; 2019 Trial Transcript,

R. 100, interrogatory 24, page 101) confirms the exclusion of these assets from the leases.

2. Unjust Enrichment: The Court's conclusion that Blythewood Oil could not recover under quantum meruit overlooked evidence of Singh's unjust enrichment. Singh's actions deprived Blythewood Oil of its rightful benefits, warranting equitable relief, i.e., the value of gasoline provided to the stores and sold by the stores but that the Respondent's partnership never paid.

III. Equitable Estoppel

The Court mistakenly concluded that Blythewood Oil's estoppel argument was unpreserved. The trial court's July 20, 2021 order specifically addressed estoppel and partnership law under SC Code Ann. § 33-41-380. Blythewood Oil justifiably relied on the partnership's continued operation, as represented by Singh's admissions, and suffered harm due to his retention of partnership assets. Blythewood Oil's reliance on Singh's admissions as to the partnership being in operation from 2007 to March 2010, as evidenced above by his testimony, led to specific financial losses as stated on the unpaid invoices for gasoline that was delivered before March 2010.

IV. Respondent Singh's admissions as to all Respondents being equal partners in the oral partnership. **Importance**: The litigation in Richland County was filed in 2012, two years after the partnership ended in March 2012 and 4 years after the Court's mistaken information that the partnership has ended in 2008.

Following testimony by Respondent Singh (**located at ROA pages 349, lines 2-25 and ROA page 350, lines 1-12.**

Q (Attorney Megna) Defendant's Exhibit 3 is the complaint. Okay. If you will look on page one, paragraph two. You will note that paragraph two says, the "allegations of paragraphs . . . are admitted."

A Uh-huh.

Q (Attorney Megna) Okay. I want to refer to paragraph 26 on Exhibit 3. Now, you will note that Exhibit 2, paragraph two that we just went over, that paragraph 26 is admitted, that means you admitted it already.

It says, "Plaintiff entered into a binding contract with defendant to form a partnership to jointly operate the two gas stations on Percival and Hardscrabble Roads in exchange for one half investment time and labor, and this is called the partnership contract. The contract provided that defendant and plaintiff would be equal partners and share equally in the profits of the business."

That is what you stated; is that correct?

A (**Shinda Singh**) Yes.

Q (Attorney Megna) Then if you go to paragraph . . . 45. Paragraph 45 is on page seven of number three, paragraph 45 number three. And what it says is, "Defendant represented to plaintiff that plaintiff would be treated as an equal partner in their partnership in exchange for his initial investment and his time and labor operating the partnership;" is that correct?

A (**Shinda Singh**) Yes.

Q (Attorney Megna) So we're speaking about the partnership to operate the Hardscrabble and Percival Road convenience stores; is that correct?

A (Shinda Singh) Yes.

Q (Attorney Megna) Paragraph 63 on Exhibit 3. You restate again, "Defendant represented that plaintiff would be treated as an equal partner in their partnership in exchange for his initial investment and his time and labor operating the partnership;" is that correct?

A (Shinda Singh) Yes.

Q (Attorney Megna) So we're speaking about the partnership to operate the Hardscrabble and Percival Road convenience stores; is that correct?

A (Shinda Singh) Yes.

Q (Attorney Megna) Paragraph 63 on Exhibit 3. You restate again, "Defendant represented that plaintiff would be treated as an equal partner in their partnership in exchange for his initial investment and his time and labor operating the partnership;" is that correct?

A (Shinda Singh) Yes.

V. Conclusion:

Respondent Singh's unambiguous testimony, coupled with the provisions of SC Code § 33-41-330, firmly establishes that the oral partnership continued to function through March 2010. The oversight of this testimony constitutes warrants reconsideration of the partnership's ongoing obligations, the status of its assets,

and its liabilities during this extended period.

For the reasons stated above, Blythewood Oil requests this Court to reconsider its decision to ensure a full and fair evaluation of the facts and applicable law. The evidence and legal principles presented warrant a rehearing to correct and to amend the oversights in the Court's opinion.

Respectfully submitted,

s/Tony R. Megna
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Dated: January 2, 2025.

1 2010 with Kabal Singh, Singh Inc. and Five Rivers Inc. in
2 March of 2010?

3 A The partnership ended in 2007.

4 Q That's when it began, no, I'm talking about when it
5 ended.

6 A In 2010.

7 Q The lease agreement you signed are Exhibits 1 and 2,
8 that's what they are right there. And that is for the
9 property located at Percival Road at Hardscrabble Road; is
10 that correct?

11 A Yes.

12 Q Okay. Remember this document that we were going over a
13 little while ago, the Court marked it as Court's Exhibit 1?

14 A Yes.

15 Q Okay. Can you read that one sentence right there, is
16 the sentence that was in response to paragraph number 24.
17 And if you want Mr. Bob to read it that's fine, too. Can
18 you read it out loud, please?

19 A Which one?

20 Q The one I have underlined.

21 A Good will, gasoline supply and inventory are not included
22 in these leases.

23 Q That's enough. So in these leases right here you
24 stated that good will, groceries, gasoline supply and
25 inventory are not included in these leases, is that true?

1 him Mr. Kabal -- and Mr. Shinda stopped or terminated in
2 March of 2010; is that correct? That's what you just
3 testified to.

4 THE TRANSLATOR: Yes, it stopped and he buy him out.

5 Q So it continued through March of 2010, correct?

6 A Yes.

7 Q And for the court reporter's purposes you're saying
8 yes; is that right?

9 A Yes.

10 Q Well, that helps explain a few things.

11 MR. MEGNA: And, Your Honor, you've not -- you said I
12 could use this for impeachment purposes but I'm not quite sure
13 how to do that. Can we have a bench -- this may be a simple
14 discussion.

15 (A bench conference was held.)

16 Q So the partnership continued through 2010, that's what
17 we just established, correct?

18 A Yes.

19 Q And so you were in the partnership, you and Kabal and
20 Five Rivers and Singh Inc. were still in operation trying to
21 resolve issues up and through March of 2010, correct?

22 A Yes.

23 Q So the answer is yes?

24 A Uh-huh.

25 Q I want to show you a document that's dated October 28,

1 trial testimony of you in the November 2017 trial.

2 A Okay.

3 MR. MEGNA: Your Honor, this is just for your
4 reference.

5 MS. JACKSON: What exhibit is this?

6 MR. MEGNA: Exhibit 6, Plaintiff's Exhibit 6. This is
7 Mr. Shinda Singh's trial testimony that's already been
8 admitted into evidence from the November of 2017 trial.

9 Q First of all, would you please go to page 34 lines 19
10 through 21? Line 19, I'm asking you, "Did you give a copy
11 of these leases" -- and then it goes to line 20 -- to my
12 clients," and I'm going to say Larry Sharpe. And then you
13 answered "No;" is that correct?

14 A Yes.

15 Q Then if you go to page 18 lines 16 through 24. So the
16 partnership between -- and I'm going to paraphrase so you
17 can answer questions -- between you and Kabal Singh
18 continued through 2010, correct? What was your answer?

19 A The answer was yes.

20 Q Okay. And then lines 19 to 21. "And so you were in
21 the partnership, you and Kabal and Five Rivers and Singh
22 Inc., Five Rivers and Singh, Inc. were still in operation
23 trying to resolve issues up until March of 2010, correct?"
24 And then your answer is "Yes;" is that correct?

25 A Yes.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Kabal Singh,)
Plaintiff,)

2013CP40-0050

-vs-

DEFENDANT AND THIRD-PARTY
PLAINTIFF'S RESPONSES TO
PLAINTIFF AND THIRD PARTY
DEFENDANTS' INTERROGATORIES

Shinda Singh,)
Defendant.)

Shinda Singh,)
Third-Party Plaintiff)

- vs -

Gurpreet Singh, Harpreet Kaur,
Gill and Gas, LLC, and
Gill and Gas No. 2, LLC,

Third-Party Defendants.

Paragraph
24

TO KABAL SINGH AND HIS ATTORNEY WILLIAM H. EDWARDS,
ESQUIRE:

Defendant's responses to Plaintiff's Interrogatories are as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

- a. Shinda Singh
37 Moonglo Circle
Columbia, SC 29223
No Statement



interrogatories and Defendant's answer. The word "sham" does not appear in Paragraph Eleven (11) of Defendant's Answer. Additionally, no where in Paragraphs 11, 18, and 19 of Defendant's Answer can he find the allegation that Plaintiff's son agreed to the Commercial Lease. Answering so much of interrogatory number 23. that asks for a description of all facts in support of the allegations that Plaintiff's son agreed to terminate the lease, and that Plaintiff's son was in arrears of \$40,000.00, Defendant states that the total arrears was \$80,000.00 and refers Plaintiff to response to interrogatory number 2.e. and 2.f. These documents will be produced in response to request for production.

24. Set forth a description of all facts in support of the allegation in Paragraph Eleven (11) of Defendant's Answer that deny that good will, groceries, gasoline supply and inventory are standard items in a gas station lease.

See response to interrogatories no. 2.c. and 2.d. These Commercial Leases were presented to Defendant by Gurpreet and Kabal Singh for the lease of two convenience stores. Goodwill, groceries, gasoline supply and inventory are not included in these leases. These documents will be included in response to request for production of documents.

25. Set forth a description of all facts in support of the allegation in Paragraph Thirteen (13) of Defendant's Answer that alleges that Plaintiff agreed to not receive the title until the mortgage was paid in full and that Plaintiff or Plaintiff's son stopped making payments in October of 2009.

The agreement that Plaintiff would not receive title until the mortgage was paid in full was a verbal agreement. For a description of facts in support of the allegation that Plaintiff or Plaintiff's son stopped making payments in October of 2009, see

TESTIMONY OF SHINDA SINGH

1 it -- I know this is hard.

2 Q Defendant's Exhibit 3 is the complaint. Okay. If you
3 will look on page one, paragraph two, you will note that
4 paragraph two says, The "allegations of paragraphs one, two,
5 three, four, five, ten, 12, 16, 17, 26, 45, 63, 71 -- I'm
6 sorry, 70 and 81 are admitted."

7 A Uh-huh.

8 Q Okay. I want to refer to paragraph 26 on Exhibit 3.
9 Now, you will note that Exhibit 2, paragraph two that we
10 just went over, that paragraph 26 is admitted, that means
11 you admitted it already. It says, "Plaintiff entered into a
12 binding contract with defendant to form a partnership to
13 jointly operate the two gas stations on Percival and
14 Hardscrabble Roads in exchange for one half investment time
15 and labor, and this is called the partnership contract. The
16 contract provided that defendant and plaintiff would be
17 equal partners and share equally in the profits of the
18 business." That is what you stated; is that correct?

19 A Yes.

20 Q Then if you go to paragraph 26 -- I'm sorry, 45.
21 Paragraph 45 is on page seven of number three, paragraph 45
22 number three. And what it says is, "Defendant represented
23 to plaintiff that plaintiff would be treated as an equal
24 partner in their partnership in exchange for his initial
25 investment and his time and labor operating the

TESTIMONY OF SHINDA SINGH

1 partnership;" is that correct?

2 A Yes.

3 Q So we're speaking about the partnership to operate the
4 Hardscrabble and Percival Road convenience stores; is that
5 correct?

6 A Yes.

7 Q Paragraph 63 on Exhibit 3. You restate again,
8 "Defendant represented that plaintiff would be treated as an
9 equal partner in their partnership in exchange for his
10 initial investment and his time and labor operating the
11 partnership;" is that correct?

12 A Yes.

13 Q Okay. Now, let's go to paragraph 81 on page 11.
14 "Defendant owed -- that's you --" owed a duty under the
15 South Carolina Uniformed Partnership Act, South Carolina
16 Code 33-41-540, et cet, to use good faith and fair dealing
17 to communicate accurate and truthful information to the
18 plaintiff about the nature of his partnership rights;" is
19 that correct?

20 MS. JACKSON: Your Honor, is he referring to defendant
21 as Shinda Singh or the defendant as Kabal Singh?

22 MR. MEGNA: How about this, we'll --

23 THE COURT: This is what we need to do. We need to
24 refer to things as they are marked in exhibits. What
25 exhibit are you referring to?

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v.

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Respondents.**

CERTIFICATE OF SERVICE

The Appellant's MOTION FOR REHEARING was served upon:

1. Clerk of Court for the SC Court of Appeals - ctappfilings@sccourts.org
and Sineath, Christina <csineath@sccourts.org>
2. Attorney for Respondents, Linda Jackson @ linbobjack@aol.com

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Mobile: 803-606-5983

Dated: January 2, 2025.