

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Case No. 2021-000944**

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

v.

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

RETURN TO MOTION FOR REHEARING

TO: THE HONORABLE COURT OF APPEALS:

In response to Appellant's Motion For Rehearing, the Respondents, Shinda Singh, Fiver Rivers, Inc., and Singh, Inc. believe that the Opinion of the Court of Appeals issued on December 18, 2024 did not overlook critical evidence and did not misapply legal principals regarding the continuation of the partnership and the doctrine of quantum meruit. The Respondents further believe that the Opinion of the Court of Appeals adequately addressed the equitable estoppel argument and that a rehearing is not necessary in this case.

With regard to the verbal partnership between Shinda Singh and Kabal Singh, Shinda Singh did admit that said partnership continued up until March of 2010, however, that admission does not conflict with the Court's opinion that the Appellant failed to meet its burden of proving that Jessie Singh acted as an agent of any partnership in which Shinda Singh was a partner. As stated in the Court's opinion, "Blythewood Oil provided no evidence that Jessie held himself out as an agent or partner of Respondents (or that he was in any way authorized to act as such) when executing the Credit Applications in which he guaranteed payment for debt incurred in connection with the gasoline deliveries.

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Notably, Blythewood Oil failed to even notify Shinda of Jessie's outstanding debt, though it now claims Shinda was his partner or otherwise responsible for payment of the invoices. Sharpe admitted Blythewood Oil did not notify Shinda of the debt, and it only discussed the debt with him after Shinda reached out to Blythewood Oil."

Respondents note that the Court of Appeals Opinion states that ... "Shinda decided to lease the stores to Kabal instead of continuing with the partnership." However, the stores were not leased to Kabal. The lease for the property located 2409 Percival Road was between Five Rivers, Inc. and Gill and Gas, LLC, which was Jessie's (Gurpreet's) business (R. pp.525-531). The lease for the property located at 4225 Hardscrabble Road was between Singh, Inc. and Gill and Gas No. 2, LLC, which was also Jessie's business (R. pp. 532-538).

Respondents believe that the ultimate decisions made by the Court of Appeals in its Opinion issued on December 18, 2024 were correct.

Respectfully submitted,



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Date: February 5, 2025

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ROBERT L. JACKSON
LINDA Z. JACKSON

February 5, 2025

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The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

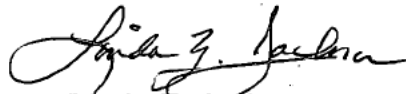
Re: Blythewood Oil Co., Inc., Appellant v. Shinda Singh, Five Rivers, Inc., and Singh, Inc., Respondents, Civil Action No. 12-CP-20-356 (Appellate Case No. 2021-000944)

Dear Ms. Kitchings:

I am enclosing the original Respondents' Return to Motion for Rehearing.

Thank you for your assistance in this matter.

Sincerely,



s/Linda Z. Jackson
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