

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )  
 )  
Neighborhood, LLC d/b/a Transworld )  
Business Advisors of Hilton Head, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Yuvrajjit Gill and GTRAC Xpress, Inc, )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE FOURTEENTH JUDICIAL  
CIRCUIT

C.A. No. 2016-CP-07-02548

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court on March 16, 2017, on Plaintiff Neighborhood, LLC d/b/a Transworld Business Advisors of Hilton Head's Motion for Summary Judgment, filed February 2, 2017; pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Present at the hearing were Bruce Hoffman, Esq., on behalf of the Plaintiff, and Defendant Yuvrajjit Gill proceeding pro se and on behalf of GTRAC Xpress, Inc.<sup>1</sup> For the reasons set forth herein Plaintiff's Motion for Summary Judgment is hereby GRANTED.

Summary judgment is properly granted where there is no genuine issue of material fact before the Court and the moving party is entitled to judgment at a matter of law. *Preservation Capital Consultants, LLC v. First American Title Ins. Co.*, 406 S.C. 306, 315, 751 S.E.2d 256, 259 (2013); Rule 56, SCRPC. "The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a factfinder." *Moore v. Weinberg*, 733 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007), *aff'd by* 383 S.C. 583, 681 S.E.2d 875 (2009).

"When ruling on a motion for summary judgment, the trial judge must consider all of the

documents and evidence within the record, including the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits.” *Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 599, 486 S.E.2d 269, 272 (Ct. App. 1997) (emphasis omitted). Summary judgment should be granted when plain, palpable, and undisputed facts exist upon which reasonable minds cannot differ. *Trico Surveying, Inc. v. Godley Auction Co.*, 314 S.C. 542, 544, 431 S.E.2d 565, 566 (1993). Where there is no dispute over the operative facts, summary judgment is proper as a matter of law. *Citizens & Southern Nat’l Bank of S.C. v. Langford*, 313 S.C. 540, 545, 443 S.E.2d 549, 551 (1994). Here, the material facts are not in dispute and, based upon those undisputed facts, Neighborhood, LLC is entitled to judgment as a matter of law.

On August 16, 2016, Plaintiff and Defendant Gill, on behalf of himself individually and as agent for GTRAC Express, executed a Marketing Agreement (“the Agreement”) for the sale of Defendant’s GTRAC business. (Compl. Ex. 1). The Agreement granted Plaintiff full and exclusive rights, for twelve (12) months from the date of execution, to sell GTRAC for one million five hundred and ninety thousand dollars (\$ 1,590,000.00). (Compl. Ex. 1). Paragraph four (4) of the Agreement provides for liquidated damages to the Plaintiff from the Defendants in the amount of thirty thousand dollars (\$ 30,000.00) should the Defendants withdraw or terminate the Agreement prior to end of the twelve (12) month listing period. (Compl. Ex. 1 ¶ 4(d)).

On October 3, 2016, Mr. Gill called Michael Kabiri, manager for Plaintiff, and stated he wanted to cancel the Agreement and cease all advertising for the sale of GTRAC. (Kabiri Aff. 3). At that time, Mr. Kabiri sent Mr. Gill an addendum to the Agreement, the execution of which would effectively pause the sales process and listing period—Mr. Gill never signed and returned

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<sup>1</sup> An Affidavit of Default as to GTRAC Express, Inc. was filed on February 6, 2017.

the addendum to Plaintiff. (Kabiri Aff. 3 & 4). On October 18, 2016, Mr. Gill called Mr. Kadiri a second time and demanded that Plaintiff cease all advertising for GTRAC and cancel the listing. (Kabiri Aff. 4). On the same day, Mr. Kabiri sent Mr. Gill an email reiterating their previous phone conversation. (Kabiri Aff. 4). To which Mr. Gill responded: "As I did not see any serious inquiries or offers in the past [four] 4 months, I decided to take it off the market. I do not want my property listed anymore." (Kabiri Aff. 4). The Plaintiff proceeded to remove all advertising, and on November 1, 2016 sent Mr. Gill a notice of removal along with a bill for early termination. (Kabiri Aff. 5). Defendants refused to remit payment of thirty thousand dollars (\$ 30,000.00) in liquidated damages to Plaintiff. Accordingly, based on the evidence before the Court, Defendants' termination of the Agreement with Plaintiff prior to the end of the listing period triggered the liquidated damages provision therein, and Plaintiff is entitled to judgment as a matter of law.

IT IS SO ORDERED.

\_\_\_\_\_, 2017  
\_\_\_\_\_, South Carolina

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Carmen T. Mullen  
Circuit Court Judge, Fourteenth Judicial Circuit



Beaufort Common Pleas

**Case Caption:** Neighborhhod Llc DbA Transworld Business Advisors Of Hilton ,  
plaintiff, et al VS Yuvrajjit Gill , defendant, et al  
**Case Number:** 2016CP0702548  
**Type:** Order/Summary Judgment

So. Ordered

s/Carmen T Mullen 2142