



UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT RSBC 1996 c 316* and the
*BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, SBC 2004, c 2***

THIS UNDERTAKING

between:

Basant Motors Ltd. (DL#9419)

and:

The Registrar, Vehicle Sales Authority of BC (the "VSA")

WHEREAS:

1. Basant Motors Ltd. (DL#9419), (the "Dealer"), is a "registered motor dealer", as defined under the *Motor Dealer Act RSBC 1996 c 316* ("MDA").
2. The "Registrar of Motor Dealers," as defined under the MDA, (the "Registrar") is responsible for the administration and enforcement of the MDA, its regulations, and prescribed provisions of the *Business Practices and Consumer Protection Act SBC 2004 c 2* (the "BPCPA").
3. After a complaint was received by a consumer and an investigation was conducted by the VSA, the Registrar received information that the Dealer engaged in the following acts and practices:
 - a. On May 21st, 2019, the Dealer transferred ownership of a 2016 Chrysler 300, VIN: 2C3CCABG3GH268281 to Mr. Gursharan Singh. On the APV9T Transfer Form, the date of sale is listed as 21/05/2019. The APV9T Transfer Form is also date stamped May 21st, 2019, and lists Mr. Singh's address as [REDACTED]. The ICBC Owners Certificate of Insurance and Vehicle Licence, Transaction Timestamp indicates 20190521193427 (i.e., 2019/05/21 at 1934:27 hours).
 - b. On May 22nd, 2019, Ms. Gurjeet Kaur purchased a 2016 Chrysler 300, VIN: 2C3CCABG3GH268281 from the Dealer. The Purchase Agreement solely lists the purchaser as Gurjeet Kaur, Driver's Licence Number [REDACTED] DOB: [REDACTED] address [REDACTED] Ms. Kaur does not hold a valid Driver's Licence.
 - c. On May 22nd, 2019, Ms. Kaur signed documents related to the National Bank, Conditional Sale Contract. Ms. Kaur was now solely responsible for the loan in the amount of \$32,907.42 on a vehicle that she did not own or have any claim to.
4. The Dealer asserts that it had no intention to deceive or mislead the consumers.

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5. The consumers assert that they were not deceived or misled by the acts and practices described in paragraph 3.

NOW THEREFORE:

6. The Dealer acknowledges and agrees that the acts and practices described in paragraph 3 constitute a violation of:
 - a. paragraph 4(3)(a)(v) of the BPCPA - a representation by a supplier that goods or services are available if they are not available as represented; and
 - b. paragraph 4(3)(b)(iv) of the BPCA - a representation by a supplier that a consumer transaction involves or does not involve rights, remedies or obligations that differs from the fact.
7. The Dealer undertakes:
 - a. not to engage in acts or practices as described in paragraph 3, or acts or practices that otherwise constitute a violation of either paragraph 4(3)(a)(v) or 4(3)(b)(iv) of the BPCPA;
 - b. to reimburse the Registrar a total of \$4,561.23 representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the signing of this Undertaking.
8. This Undertaking is binding on the Dealer until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
9. In addition to rendering the Dealer liable to further penalties and proceedings as provided for under the BPCPA, it is an offence under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated.
10. That the Registrar may, upon breach of any part of this Undertaking by the Dealer, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary.
11. Any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#280 – 8029 199th Street
Langley, BC, V2Y 0E2

And in the case of the Dealer, to the following address:

Basant Motors Ltd.
16315 Fraser Highway
Surrey, BC, V4N 0G1

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Dealer.

12. The Dealer acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

DATED this 09 day of Nov, 2021

Basant Motors Ltd. (DL #9419)

Signature: _____

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Authorized signatory name: BALDEV BATH

ACCEPTED by the Registrar of Motor Dealers this 16th day of November, 2021

"Original signed"

Ian Christman
Registrar of Motor Dealers