



Motor
Vehicle Sales Authority
of British Columbia

Previously known as The Motor Dealer Council of B.C.

Suite 150 - 6400 Roberts Street,
Burnaby, British Columbia V5G 4C9

Telephone 604.294.9889
Facsimile 604.294.9313

**IN THE MATTER OF THE MOTOR DEALER ACT
AND THE BUSINESS PRACTICES AND CONSUMER PROTECTION ACT**

UNDERTAKING

(Section 154, Business Practices and Consumer Protection Act)

WHEREAS the undersigned is a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act*;

AND WHEREAS the Registrar of Motor Dealers (the "Registrar") has reason to believe that the undersigned is contravening is about to contravene or has contravened the *Business Practices and Consumer Protection Act* or the regulations made thereunder, namely:

- A. On or about 07 April 2008, the undersigned Ashiq BABUL (the salesperson), whilst employed as a salesperson with Regency Infiniti Nissan Inc at 819 Auto mall drive North Vancouver BC, bought out the lease on a 2006 FX 35 Infiniti (the vehicle) to Manjit BOLIMA (the consumer), of Richmond BC. The consumer subsequently paid the salesperson \$31,943.52 for the vehicle lease, \$5,000.00 on his AMX credit card and \$26,943.52 with a personal cheque.

When the consumer was reconciling his AMX credit card he noted a \$222.80 charge by Regency Infinity on 07 April 2008 that he never authorized. As a result, Manjit BOLIMA contacted Regency Infiniti Nissan Inc and discovered that Ashiq BABUL without authorization, used the credit card in the amount \$222.80 for an incorrect buy out figure quoted to Manjit BOLIMA contrary to section 8 (1) (b) of the Business Practices and Consumer Protection Act to wit: that the supplier, Ashiq BABUL took advantage of Manjit BOLIMA.




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NOW THEREFORE the undersigned:

1. Hereby undertakes:
 - (a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made thereunder;
 - (b) To refrain from engaging in the following acts or practices:
 - (i) Taking advantage of a consumer through a deceptive act or practice
 - (ii) Taking advantage of a consumer through an unconscionable act or practice
 - (c) Ashiq BABUL through Regency Infiniti Nissan Inc has compensated Manjit BOLIMA by reimbursing the \$222.80 in connection with a consumer transaction, as follows:
 - (i) Ashiq BABUL agrees to take the sales license course before 30 June the fiscal year 2009 with cost of the course his responsibility.
 - (ii) Provide Manjit BOLIMA a written apology for his actions. (This was completed on 15 July 2008, a copy is attached)
 - (iii) Pay investigative costs to the Motor Vehicle Sales Authority in the amount of \$150.00

2. Ashiq BABUL hereby acknowledges, represents and declares that the undersigned has read this Undertaking and has had the opportunity to take independent legal advice as to its terms.

IN WITNESS WHEREOF the undersigned has set his hand and seal:

Name (Print): Ashiq BABUL	
<input type="checkbox"/> Salesperson (License No. 106535)	
	
Regency Infiniti Nissan Inc 819 Auto mall Drive North Vancouver, BC V7P 3R8	
Date: 29 October 2008.	
Signature: Ashiq BABUL	

ACCEPTED by the Registrar of Motor Dealers this 28 day of October, 2008.


Registrar