

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**RESPONDENT'S MOTION RECORD**

**A&M LAWYERS PROFESSIONAL  
CORPORATION**

13-7050A Bramalea Road  
Mississauga, ON L5S 1T1

**Marryam Singh (83399P)**

T: 416-635-1105

E: [marryam@amlawyers.ca](mailto:marryam@amlawyers.ca)

Lawyers for Jagdeep Sangha Transport  
Inc. and Lakhvir Sangha

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**RESPONDING MOTION RECORD OF JAGDEEP SANGHA and  
LAKHVIR SANGHA**

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**JAGDEEP SANGHA TRANSPORT INC. - and - DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff/Defendant by Counterclaim

Defendant/Plaintiff by Counterclaim

ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

**RESPONDENT'S MOTION RECORD**

**A&M Lawyers Professional Corporation**  
13-7050A Bramalea Road  
Mississauga, ON L5S 1T1

**MARRYAM SINGH (83399P)**  
T: 416-635-1105  
E: [marryam@amlawyers.ca](mailto:marryam@amlawyers.ca)

Lawyers for Jagdeep Sangha Transport Inc.  
and Lakhvir Sangha

# TAB 1

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND**  
**B E T W E E N**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF LAKHVIR SANGHA**

1, Lakhvir Sangha, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a director of Jagdeep Sangha Transport Inc. ("Sangha Transport"). I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.
2. Sangha Transport operates a trucking and transportation business across Canada and the United States. The business financed a fleet of trucks and trailers with Daimler Truck Financial Canada ("Daimler") under several financing agreements.

3. This affidavit is sworn in respond to Daimler's motion seeking appointment of a receiver.
4. Contrary to Daimler's assertion, Sangha Transport was not in default under the financing agreements.
5. Regular payment continued to be accepted by Daimler by Sangha Transport through to the spring and summer of 2025.

*Attached hereto as **Exhibit A** is Proof of Payment;*

6. To the extent that there were arrears, those arose due to accounting discrepancies, payment delays from customers, and reconciliation issues. These do not amount to a material or wilful default.
7. In mid-2025, as a result of an anticipated slowdown in freight contracts and cash flow, I was in touch with Dynamic Coast Equipment, the Lessor of the equipment and communicated to Dynamic that Sangha Transport would voluntarily surrender certain units.

*Attached hereto as **Exhibit B** is Waiver of Voluntary Surrender of Units;*

8. Daimler nor its contractual lessor for the equipment, Dynamic Coast Equipment never advised me, or any of my staff where the units should be dropped of. My understanding, based on past communications and industry practice, was that Daimler and/or Dynamic Coast Equipment's bailiffs would attend and collect the units directly.
9. Sangha Transport cooperated in good faith on this basis. To date, the majority of the financed units have already been surrendered and repossessed by Daimler. Enclosed are Affidavits of driver's who witnessed the respective VINs being repossessed by the Bailiff.

*Attached hereto as **Exhibit C-O** is a copy of the Affidavits;*

10. Only a limited number of units remain, as set out in the VIN list.

*Attached hereto as **Exhibit P** is the VIN List;*

11. At no time has Sangha Transport attempted to conceal, dismantle, or salvage units.

12. Any assertion that vehicles are missing is inaccurate. Units were either surrendered, repossessed, written off in accidents, or are accounted for.

13. The burden rests on Daimler to prove that Sangha Transport still possesses units it alleges are unaccounted for. To date, Daimler has not produced such proof.

14. On July 15<sup>th</sup>, 2025, Sangha Transport commenced an action against Daimler for wrongful repossession, damages of \$4.3 million and punitive damages for \$700,000.00.

*Attached hereto as **Tab 2** is a copy of the Issued Statement of Claim.*

15. That action directly contests Daimler's assertion of default and raises the unlawful repossession of units while Sangha Transport was in compliance with its financing obligations.

16. This is therefore a matter to be litigated within the on-going action, not through extraordinary remedy of appointing a receiver.

17. An Appointment of a receiver is neither just nor convenient in the circumstances:

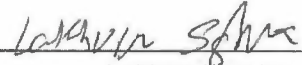
- a. Payments continued, and any arrears were reconcilable discrepancies.
- b. The majority of units have been surrendered.
- c. No units are being hidden or dissipated.
- d. Daimler retains PPSA security and conventional remedies.
- e. The issues between the parties are already before the Court in active litigation.

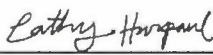


18. The appointment of a receiver would merely add unnecessary costs, disrupt the Plaintiff's remaining business operations, and prejudice the Plaintiff's ability to prosecute its Statement of Claim.

19. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
Lakhvir Sangha

  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF LAKHVIR  
SANGHA**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

This is Exhibit "A" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

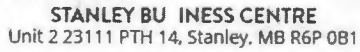
*A Commissioner for taking Affidavits*



Date December 31, 2024  
Member No 98345  
Page 7 of 43

[illegible]

Continued...



Date December 31, 2024  
Member No 98345  
Page 10 of 43

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Where you need us to be.





Date December 31, 2024  
Member No 98345  
Page 2 of 43

[illegible]

CB-2 - 904505903800

[illegible]





TDCA71400\_4851223\_013 - 0126740 012433



This is Exhibit "B" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

**VOLUNTARY SURRENDER AND  
WAIVER OF NOTICES**

May 07, 2025

TO: Dynamic Capital Equipment Finance Inc.  
208-1824 Gordon Dr.  
Kelowna, BC, V1Y 0E2

A Master Lease Agreement 27ML0630 (the "Agreement") dated 30 March 2022 and attached Schedule 02 was entered into between JAGDEEP SANGHA TRANSPORT INC.; LAKHVIR SINGH SANGHA (collectively the "Lessee") and Dynamic Capital Equipment Finance Inc. ("Dynamic Capital") in respect to the following equipment described in the Agreement:

**-Equipment Description:** SEE ATTACHED EQUIPMENT SCHEDULE A

**(Collectively the 'Equipment')**

The Lesse(s) cannot or is no longer able to pay the agreed upon amounts for the Equipment and wishes to return and surrender the said Equipment to Dynamic Capital for the purposes of Dynamic Capital disposing of the Equipment, with the net sale proceeds to be applied to the applicable indebtedness due and owing to Dynamic Capital under the Agreement, with the Debtor remaining liable and responsible for the remaining balance, if any.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained:

1. The Lessees hereby tender and surrender to Dynamic Capital the Equipment.
2. The Lessees confirm that there are no items of non-secured personal property left in or on the Equipment.
3. The Lessees hereby waive the right to receive any further notice of sale of the Equipment under the *Personal Property Security Act* ("PPSA") and hereby consents to the immediate disposition of the Equipment by either private sale, public sale and/or public auction at or in such dates, times, locations, portions and amounts as Dynamic Capital may determine are commercially reasonable and appropriate.
4. The Lessees hereby acknowledge and agree that the surrender of the Equipment does not discharge or release the Lessees from any of the Lessees' obligations or liabilities to Dynamic Capital, and without limitation the generality of the foregoing the Lessees acknowledge and agree that they/he/she/it (as applicable) shall remain liable to Dynamic Capital for any deficiency or balance remaining after any sale of the Equipment, if any.

**VOLUNTARY SURRENDER AND  
WAIVER OF NOTICES**

5. The Lessees acknowledge and agree that no promise or agreement of any kind or nature respecting the sale of the Equipment has been made to the Lessees by Dynamic Capital.
6. The undersigned is/are duly authorized to execute this Agreement on behalf of the Lessees.

Dated this 7th day of MAY, 2025

**JAGDEEP SANGHA TRANSPORT INC.**

PER: Lakhvir Singh Sangha  
**LAKHVIR SINGH SANGHA**

**LAKHVIR SINGH SANGHA**

PER: Lakhvir Singh Sangha WITNESS: Amandeep Kaur

This is Exhibit "C" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF AMRINDER SINGH**

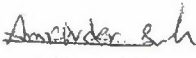
1, Amrinder Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

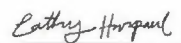
1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about June 10, 2025, a Bailiff from Ritchie Bros attended at the premises located at 3755 Lobsinger Line, St. Clements, Ontario N0B 2M0 and took possession of a 2023 Cool Globe Vanguard, VIN number 2SHSR5329PS002083 ("Vehicle 1").
4. On or about June 18, 2025, a Bailiff from Ritchie Bros attended at the premises located at 14017 52 ST NE, Calgary, Alberta T3N 1B7 and took possession of a 2021 Reefer Trailer, Utility VIN number 1UYVS3539M2014236 ("Vehicle 2").
5. On or about July 16, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2124 Springfield Rd, Winnipeg, Manitoba R2C 2Z2 and took possession of a 2024 Freightliner, VIN number 3AKJHHDR9RSUU8217 ("Vehicle 3").
6. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle 1, Vehicle 2, and Vehicle 3, nor did they explain the reasons for taking possession of it.
7. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
\_\_\_\_\_  
Amrinder Singh

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
AMRINDER SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "D" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*



*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

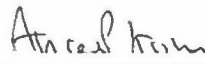
**AFFIDAVIT OF ANOOP KUMAR**

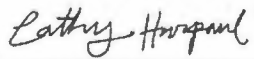
1, Anoop Kumar, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").  
I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about June 10, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2870 Bovaird Dr W, Brampton, ON L7A 0H2, and took possession of a 2022 Cascadia 126, Freightliner VIN number 3AKJHHDR7NSNE3056 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
\_\_\_\_\_  
Anoop Kumar

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

SUPERIOR COURT OF JUSTICE

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
ANOOP KUMAR**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1


Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "E" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF DEVINDER SINGH**

I, Devinder Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

**SAY:**

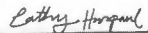
1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 21, 2025, a Bailiff from Ritchie Bros attended at the premises located at 387 Goldenrod Dr Rosser, MB.  
~~2870 Bevan Dr W, Brampton, ON L7A 0H2~~, and took possession of a 2021 Reefer Trailer, Utility, VIN# 1UYVS3537M2014235 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
Devinder Singh

  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF DEVINDER  
SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "F" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*



*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF GAGAN DHAMIJA**

I, Gagan Dhamija, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

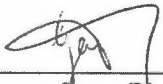
**SAY:**

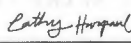
1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 16, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2124 Springfield Road, Winnipeg, Manitoba R2C 2Z2 ("Premises") and took possession of a 2021 Reefer Trailer, Utility, VIN number 3H3V533C9MT714011 ("Vehicle 1").
4. Additionally, on or about June 13, 2025, a Bailiff from Ritchie Bros attended at the premises and took possession of a 2018 Tandem Reefer, Utility VIN number 1UYVS2531J2994759 ("Vehicle 2").
5. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle 1, and Vehicle 2, nor did they explain the reasons for taking possession of it.
6. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
\_\_\_\_\_  
Gagan Dhamija

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **BRAMPTON**

**AFFIDAVIT OF  
GAGAN DHAMIJA**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO # 83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim and  
Defendants by Counterclaim

This is Exhibit "G" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF GURSEWAK BRAR**

I, Gursewak Brar, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

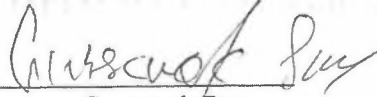
**SAY:**

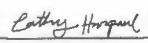
1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information  
and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 04, 2025, a Bailiff from Ritchie Bros attended at the premises located at 387 goldenwood drive, Rosser,  
~~10077 Grace Rd Surrey BC V3V 3V7~~, and took possession of a 2021 Reefer Trailer, Utility VIN# 1UYVS3535M2014234 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
Gursewak Brar

  
A Commissioner for Taking Affidavits, etc.

Court File No. CV-25-00003788-0000

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
GURSEWAK BRAR**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "H" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*



*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF GURTEJ TOOR**

I, Gurtej Toor, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

**SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 10, 2025, a Bailiff from Ritchie Bros attended at the premises located at 3755 Lobsinger LineSt, Clements, ON N0B 2M0, and took possession of a 2021 Reefer Trailer, Utility VIN number 3H3V533C0MT714009 ("Vehicle 1").
4. On or about May 21, 2025, a Bailiff from Ritchie Bros attended at the premises located at 14017 52TH ST NE, Calgary, AB. T3N 1B7, and took possession of a 2022 Dry Van, Hyundai VIN number 3H3V532K5NS340030 ("Vehicle 2").
5. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle 1, and Vehicle 2, nor did they explain the reasons for taking possession of it.
6. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

Gurtej Singh  
Gurtej Singh

\_\_\_\_\_  
*A Commissioner for Taking Affidavits, etc.*

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
GURTEJ SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "T" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF INDERJEET GILL**

I, Inderjeet Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").  
I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 04, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2870 Bovaird Dr W, Brampton, ON L7A 0H2, and took possession of a 2021 Reefer Trailer, Utility, VIN# 3H3V533C7MT714007 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

\_\_\_\_\_  
Inderjeet Singh Gill  
Inderjeet Singh

*Lathin Hargrave*  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
INDERJEET GILL**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "J" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*



*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

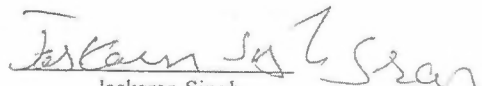
**AFFIDAVIT OF JASKARAN SINGH**

I, Jaskaran Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Safety Administrator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport"). I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 07, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2124 Springfield Rd, Winnipeg, MB R2C 2Z2 and took possession of a 2022 Dry Van, Hyundai VIN# 3H3V532K9NS340029 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
Jaskaran Singh

---

*A Commissioner for Taking Affidavits, etc.*

**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
JASKARAN SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "K" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND BETWEEN

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF JOBANJEET SINGH**

I, Jobanjeet Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

**SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.



**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
JOBANJEET SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

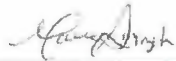
Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim



This is Exhibit "L" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF KARANJEET SINGH**

1, Karanjeet Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

**SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about June 25, 2025, a Bailiff from Ritchie Bros attended at the premises located at 10077 Grace Road, Surrey, BC V3V 3V7 and took possession of a 2018 Tandem Reefer, Utility VIN# IUYVS2536J2198394 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

Karanjeet Singh  
Karanjeet Singh

Lathey Hargrave

A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
KARANJEET SINGH**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "M" referred to in the Affidavit  
of Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF LAKHVIR SANGHA**

1, Lakhvir Sangha, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").  
I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 10, 2025, a Bailiff from Ritchie Bros attended at the premises located at 387 Goldenrod Dr Winnipeg, MB R3C 2E6, and took possession of a 2021 Reefer Trailer, Utility, VIN number 1UYVS3536M2014243 (“Vehicle 1”).
4. On or about May 28, 2025, a Bailiff from Ritchie Bros attended at the premises located at 387 Goldenrod Dr Winnipeg, MB R3C 2E6, and took possession of a 2021 Reefer Trailer, Utility, VIN number 1UYVS3534M2014242 (“Vehicle 2”).
5. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle 1, and Vehicle 2, nor did they explain the reasons for taking possession of it.
6. I make this Affidavit in good faith in Response to the Defendant’s Motion seeking Receivership, and for no other improper purpose.

Lakhvir Singh  
Lakhvir Sangha

*A Commissioner for Taking Affidavits, etc.*



**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
LAKHVIR SANGHA**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "N" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

-and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim


**AFFIDAVIT OF MANINDER SINGH**

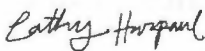
1, Maninder Singh, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").  
I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about May 07, 2025, a Bailiff from Ritchie Bros attended at the premises located at 10077 Grace Road, Surrey, BC V3V 3V7 and took possession of a 2018 Tandem Reefer, Utility VIN# 1UYVS2534J2369210 ("Vehicle").
4. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle, nor did they explain the reasons for taking possession of it.
5. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

  
\_\_\_\_\_  
Maninder Singh

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc.

**JAGDEEP SANGHA TRANSPORT INC.**

**-and-**

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "O" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**AND BETWEEN**

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

**AFFIDAVIT OF NAVDEEP GILL**

I, Navdeep Gill, of the City of Winnipeg, in the Province of Manitoba, **MAKE OATH AND**

**SAY:**

1. I am a Truck Operator employed by Jagdeep Sangha Transport Inc. ("Sangha Transport").

I have knowledge of the matters set out herein, except where stated to be on information and belief, and where so stated, I verily believe them to be true.

2. Sangha Transport operates a trucking and transportation business across Canada and the United States.
3. On or about June 10, 2025, a Bailiff from Ritchie Bros attended at the premises located at 387 Goldenrod drive, Rosser H.B.  
~~2870 Bevaire Dr W, Brampton, ON L7A 0H2~~, and took possession of a 2022 Tractor, Freightliner VIN number 3AKJHHDR6NSNE3047 ("Vehicle 1").
4. On or about July 12, 2025, a Bailiff from Ritchie Bros attended at the premises located at 2124 Springfield Rd, Winnipeg, MB R2C 2Z2, and took possession of a 2024 PT126LP, Freightliner VIN number 3AKJHHDR7RSUU8216 ("Vehicle 2").
5. At the time of attendance, the Bailiff did not provide me with any documentation authorizing the seizure of the Vehicle 1, and Vehicle 2, nor did they explain the reasons for taking possession of it.
6. I make this Affidavit in good faith in Response to the Defendant's Motion seeking Receivership, and for no other improper purpose.

SWORN BEFORE ME )  
At the City of Mississauga )  
In the Province of Ontario )  
This 30<sup>th</sup> Day of September )  
2025 )

Navdeep Gill  
Navdeep Gill

Cathy Hargrave  
A Commissioner for Taking Affidavits, etc.



**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES  
CANADA CORPORATION**

Plaintiff by Claim and Defendants by Counterclaim

Defendants by Claim and Plaintiffs by Counterclaim

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at  
**BRAMPTON**

**AFFIDAVIT OF  
NAVDEEP GILL**

**A&M Lawyers Professional  
Corporation**

13-7050A Bramalea Road,  
Mississauga, ON L5S 1T1

Marryam Singh – LSO #  
83399P

Tel: (416) 635 1105

Fax: (416) 901 8125

Lawyer for the Plaintiff by Claim  
and Defendants by Counterclaim

This is Exhibit "P" referred to in the Affidavit of  
Lakhvir Sangha sworn September 30, 2025.



---

**Marryam Singh**

*A Commissioner for taking Affidavits*

VIN	MAKE	MODEL	YEAR	DATE REPOSED	EVIDENCE	POSITION
IUYVS2536J2198394	Utility	Tandem Reefer	2018	25 JUNE, 2025	KARANJEET SINGH	TRUCK DRIVER
1UYVS2534J2369210	Utility	Tandem Reefer	2018	7 MAY, 2025	MANINDER SINGH	TRUCK DRIVER
1UYVS2531J2994759	Utility	Tandem Reefer	2018	13 JUNE, 2025	GAGAN DHAMIJA	TRUCK DRIVER
3H3V532K5NS340030	Hyundai	Dry Van	2022	21 MAY, 2025	GURTEJ TOOR	TRUCK DRIVER
3H3V532K9NS340029	Hyundai	Dry Van	2022	22 JUNE, 2025	JASKARAN	SAFETY DEPARTMENT
3AKJHHDR 7NSNE3056	Freightliner	Cascadia 126	2022	14 MAY, 2025	JOBANJEET SINGH	TRUCK DRIVER
3AKJHHDRXNSNE3052	Freightliner	Cascadia 126	2022	10 JUNE, 2025	ANOOP KUMAR	TRUCK DRIVER
2SHSR5329PS002083	Vanguard	Cool Globe	2023	10 JUNE, 2025	Amrinder singh	TRUCK DRIVER
3AKJHHDR7RSUU8216	Freightliner	PT126LP	2024	12 JULY, 2025	NAVDEEP GILL	TRUCK DRIVER
3AKJHHDR9RSUU8217	Freightliner	PT126LP	2024	16 JULY, 2025	AMRINDER SINGH	TRUCK DRIVER
1UYVS3539M2014236	Utility	Reefer Trailer	2021	18 JUNE, 2025	AMRINDER SINGH	TRUCK DRIVER
1UYVS3535M2014234	Utility	Reefer Trailer	2021	4 MAY, 2025	GURSEWAK BRAR	TRUCK DRIVER
1UYVS3536M2014243	Utility	Reefer Trailer	2021	10-May-25	LAKHVIR SANGHA	TRUCK DRIVER
1UYVS3534M2014242	Utility	Reefer Trailer	2021	28 MAY, 2025	LAKHVIR SANGHA	TRUCK DRIVER
3H3V533C7MT714007	Utility	Reefer Trailer	2021	06-May-25	INDERJEET GILL	TRUCK DRIVER
3H3V533C0MT714009	Utility	Reefer Trailer	2021	10 May, 2025	GURTEJ TOOR	TRUCK DRIVER
1UYVS3537M2014235	Utility	Reefer Trailer	2021	21 MAY, 2025	DEVINDER SINGH	TRUCK DRIVER
3H3V533C9MT714011	Utility	Reefer Trailer	2021	16-May-25	GAGAN DHAMIJA	TRUCK DRIVER
3AKJHHDR6NSNE3047	Freightliner	Tractor	2022	10 JUNE, 2025	NAVDEEP GILL	TRUCK DRIVER

## TAB 2



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

- and -

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

**STATEMENT OF CLAIM**

**TO THE DEFENDANT:**

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Issued By: \_\_\_\_\_  
Local registrar

Address of court office: 7755 Hurontario St.  
Brampton, Ontario L6W 4T1

**TO: DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

## CLAIM

1. The Plaintiff claims:

- (a) An order declaring the repossession of the vehicles to be unlawful;
- (b) An order for the immediate return of the vehicles to the Plaintiff;
- (c) Damages in the amount of \$4,300,000.00;
- (d) Exemplary and punitive damages in the amount of \$700,000.00.
- (e) Pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended;
- (f) Costs of this action on a substantial indemnity basis together with any Harmonized Sales Tax that may be payable thereon; and,
- (g) Such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, Jagdeep Sangha Transport Inc., is transportation company operating throughout Canada and the United States, and regularly conducts business in Ontario.

3. The Defendant, Daimler Truck Financial Services Canada Corporation ("Daimler"), is a corporation registered to carry on business in Ontario, providing commercial vehicle financing services.

## MATERIAL FACTS

4. The Plaintiff entered into nine (9) separate financing agreements with the Defendant for the purchase financing of the following vehicles:

22 Trailers		
Agreement No.	VIN Number	Sale Price
245781	3H3V532K5NS340030	\$ 47,249.00
245781	3H3V532K9NS340029	\$ 47,249.00
249415	1UYVS2536J2198394	\$ 84,950.00
249415	1UYVS2535J2198404	\$ 84,600.00
249415	1UYVS2534J2369210	\$ 84,600.00



249415	1UYVS2530J2369270	\$	85,000.00
307836	2SHSR5320PS002053	\$	113,512.00
307836	2SHSR5328PS002057	\$	113,013.00
307836	2SHSR5323PS002077	\$	113,013.00
307836	2SHSR5329PS002083	\$	113,013.00
307836	2SHSR5320PS002084	\$	113,013.00
307836	2SHSR532XPS002125	\$	113,013.00
348326	3H3V533C9MT714011	\$	84,000.00
348326	3H3V533C0MT714009	\$	84,000.00
348326	1UYVS3534M2014242	\$	84,000.00
348326	1UYVS3539M2014236	\$	84,000.00
348326	3H3V533C5MT714006	\$	84,000.00
348326	1UYVS3535M2014234	\$	84,000.00
348326	1UYVS3536M2014243	\$	84,000.00
348326	1UYVS3537M2014235	\$	84,000.00
348326	3H3V533C7MT714007	\$	84,000.00
348326	3H3V533C0MT714012	\$	84,000.00
10 Trucks			
297543	3AKJHHDR9PSUL8705	\$	227,437.00
297543	3AKJHHDR0PSUL8706	\$	227,437.00
307983	3AKJHHDR3RSUU8214	\$	238,973.00
307983	3AKJHHDR5RSUU8215	\$	238,973.00
293513	3AKJHHDRXPSUL8700	\$	225,436.50
293513	3AKJHHDR1PSUL8701	\$	225,436.50
314995	3AKJHHDR7RSUU8216	\$	239,878.00
314995	3AKJHHDR9RSUU8217	\$	240,377.00
348326	3AKJHHDRXRSUV3538	\$	236,533.00
348326	3AKJHHDR1RSUV3539	\$	237,032.00
Total:		\$	4,289,738.00

5. Each agreement required the Plaintiff to make regular financing payments, which the Plaintiff consistently did in full and on time.
6. Towards the end of April 2025, the Defendant started to unlawfully repossess the above vehicles from multiple locations where the plaintiff carries out business operations. This was done without proper notice, justification, or default on the part of the Plaintiff.



7. At all material times, the Plaintiff was not in default under any of the financing agreements.

The Plaintiff continued to meet all its financial obligations under the contracts.

### **UNLAWFUL REPOSSESSION**

8. The Defendant's actions in repossessing the vehicles were wrongful, high-handed, and in breach of the express and implied terms of the financing agreements.
9. The repossession occurred without lawful authority, without notice or warning to the Plaintiff, and without providing an opportunity to cure any alleged breach—none of which existed.
10. As a direct result, the Plaintiff lost access to essential vehicles necessary for its transport operations, suffered cancellation of shipping contracts, and experienced significant disruption to its business.

### **UNJUST ENRICHMENT**

11. The Defendant has been unjustly enriched by retaining possession of the Plaintiff's vehicles while continuing to hold the benefit of payments made under the agreements.
12. There was no juristic reason for the Defendant to repossess the vehicles or to retain any benefit therefrom, as the Plaintiff was not in breach of the agreements.
13. The Plaintiff has suffered corresponding deprivation, as it lost the use of the vehicles while continuing to suffer the consequences of Daimler's wrongful conduct.

### **DAMAGES**

14. As a result of the Defendant's actions, the Plaintiff has suffered loss of revenue, damage to its business reputation, and loss of contractual relationships with clients who relied on timely freight delivery.
15. The Plaintiff pleads that the Defendant's conduct was reckless, willful, and in bad faith, and seeks punitive damages to deter such conduct and hold the Defendant accountable.

16. As a further result of the Defendant's breach, the Plaintiff has suffered damages and continues to incur financial losses due to the absence of indemnification.

17. The Plaintiff pleads and relies upon the following statutes, as amended:

(a) *Personal Property Security Act*, RSO 1990, c. P.10; and,

(b) *Fraudulent Conveyances Act*, RSO 1990, c. F.29; and,

(c) *Interest Act*, RSC 1985, c. I-15; and,

(d) *Sale of Goods Act*, RSO 1990, c. S.1

(b) *Courts of Justice Act*, R.S.O. 1990, c. C. 43.

18. The Plaintiff proposes that this action be tried at the City of Brampton, in the Province of Ontario.

Date: July 15, 2025

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Lawyer for the Plaintiff

Court File No.

<b>JAGDEEP SANGHA TRANSPORT INC. - and - DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION</b>
<b>Plaintiff Defendant</b>

ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

**STATEMENT OF CLAIM**

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Lawyers for the Plaintiff

**JAGDEEP SANGHA TRANSPORT INC. - and - DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff/Defendant by Counterclaim

Defendant/Plaintiff by Counterclaim

ONTARIO  
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

**RESPONDENT'S MOTION RECORD**

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