

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Nagra v. Maan*,  
2025 BCSC 38

Date: 20250110  
Docket: S245895  
Registry: New Westminster

Between:

**Balvinder Kaur Nagra, Sukhjinder Singh Sidhu, Binipal Singh Sanghera and  
Jeevan Pedan**

Plaintiffs

And

**Mandeep Singh Maan**

Defendant

Before: The Honourable Justice Bantourakis

## Reasons for Judgment

Counsel for the Plaintiffs:

R.S. Atwal  
G. Gautam

Counsel for the Defendant:

S.K. Johal  
R. Rakhra

Place and Dates of Trial:

New Westminster, B.C.  
November 18-22 and 25-28, 2024

Place and Date of Judgment:

New Westminster, B.C.  
January 10, 2025

[1] Winning the lottery should be a happy event. In this case, sadly, it has ruined relationships. The parties were members of a workplace lottery pool. On August 15, 2022, the defendant, Mr. Maan, purchased a BC/49 lottery ticket with winning numbers that yielded a \$2,000,000 prize. The plaintiffs, Ms. Nagra, Mr. Sidhu, Mr. Sanghera, and Mr. Pedan, allege that this was a group ticket in which they should share equally. However, Mr. Maan says the winnings are his alone.

[2] While this case is based in the law of contract and trusts, the outcome turns on the answer to a largely factual question: was the winning ticket a group ticket, or not? As I will explain, that depends on whether Mr. Maan received group money for the winning ticket purchase or was otherwise buying or required to buy lottery tickets for the group that day.

### **BACKGROUND**

[3] The parties were coworkers at a freight and warehousing company that I will refer to as “DRC”. Ms. Nagra was a forklift operator, Mr. Sanghera is a Terminal Manager, and Mr. Sidhu, Mr. Pedan and the defendant, Mr. Maan, are all short-haul truck drivers.

[4] The parties agree that they pooled money to buy lottery tickets together from at least 2021 to 2022. They also agree that when they pooled money for lottery tickets, the person in charge of buying the group tickets changed.

[5] That is, no one person was responsible for group lottery ticket purchases and the decision on who would buy the tickets for any given week or day was made from purchase to purchase, spontaneously and as the need arose. Frequently, it was either Mr. Maan or Mr. Sidhu who bought the group tickets. More rarely, it was Ms. Nagra. Other times, a young man named Mr. Singh, who worked at DRC but was not a member of the lottery group, went to the store to buy the tickets.

[6] Beyond this, the parties disagree on many things. For example, they disagree on how often they bought tickets as a group, whether the purchases they did make during the relevant period always involved the same group of five people, what kinds

of lottery tickets they normally bought, and whether photos of the group tickets were usually sent around once they were bought.

[7] There was no written agreement, and they kept no records other than some WhatsApp messages and about 16 photos of lottery tickets.

***The group lottery arrangement according to the plaintiffs***

[8] Ms. Nagra, Mr. Sidhu, Mr. Sanghera, and Mr. Pedan say that they had an agreement with the defendant to pool money together for lottery tickets twice a week, every week beginning in 2021. Each of the five group members contributed \$10 toward the group lottery purchase on both Mondays and Fridays, for a total of \$50 of group funds on Mondays and \$50 of group funds on Fridays.

[9] If a group member was absent or did not have cash on hand, they could contribute later and other group members would cover for them if necessary. That is, participation was understood and assumed.

[10] Initially, the group mostly bought Lottomax tickets. However, the plaintiffs say that by at least sometime in 2022, they had agreed that the \$50 pot be used to buy \$20 worth of Lottomax tickets, \$20 worth of Lotto 6/49 tickets, and \$10 worth of BC/49 tickets. I will refer to this as the “Standard Package”.

[11] The plaintiffs allege that the money the group collected on Mondays went towards buying tickets on Monday or Tuesday in time for the Tuesday Lottomax draw and the Wednesday Lotto 6/49 and BC/49 draws. The money the group collected on Fridays was used to buy tickets in time for the Friday Lottomax draw and Saturday Lotto 6/49 and BC/49 draws.

[12] In their pleadings, Ms. Nagra, Mr. Sidhu, Mr. Sanghera, and Mr. Pedan said it was a term of the parties’ agreement that group funds be used to buy the Standard Package. In closing submissions, they softened that position, saying it was agreed that group funds would “generally” be used to buy the Standard Package. Their evidence tended to suggest that everyone accepted that the person buying the

tickets had discretion to buy whatever type of tickets they wished, so long as they used the group money to buy group lottery tickets.

[13] Additionally, if the group won any free plays, or smaller amounts of money, those would be used to buy additional tickets for the next draw, in which case the group would end up with more than \$50 worth of tickets for the next draw.

[14] The plaintiffs do not allege that participation in the group lottery prevented members from buying their own personal lottery tickets with their own money if they wanted. At least some were aware that Mr. Maan had a habit of buying personal lottery tickets as well, though they believed he only bought personal tickets online (as opposed to buying them in-store).

***The group lottery arrangement according to the defendant***

[15] Mr. Maan agrees that he bought lottery tickets with coworkers from time to time but says that there was no regular group. He says that any lottery purchases with coworkers were irregular, infrequent, and were mostly for Lottomax, not BC/49, as they were inclined to pool their funds when the Lottomax jackpot got high.

[16] Mr. Maan also says that while all five of the parties did pool their funds on several occasions, other times only a smaller number of them participated and the contribution amount could vary (though it was typically \$10 or \$20 each). Participation was not assumed and had to be confirmed each time money was pooled.

[17] Mr. Maan testified that he has been a committed and prolific lottery player on his own account for many years after having his interest piqued when he won a washing machine in a lottery in India years ago. He claims to buy personal tickets multiple times a week. He says he does that using pre-authorized purchases for multiple weekly lottery draws through the British Columbia Lottery Corporation (“BCLC”) app and by buying tickets in store. He also buys lottery tickets in other places, such as Washington State, when he goes there. He says he spends about \$400 a month on lottery tickets.

***The group chat and lottery ticket photos***

[18] The parties are members of a WhatsApp chat group named DRC Gup Shup Group (the “Group Chat”). The term “Gup Shup”, I am told, means “chit chat”. At various times, the Group Chat included other co-workers who are not parties to this action.

[19] From time to time, some of the parties sent photos of lottery tickets within the Group Chat. Other times, photos of lottery tickets were sent directly by one party to one or more others, again via WhatsApp.

[20] It is agreed that photos of only 16 possible group lottery ticket purchases are available, dating from June 1, 2021 to August 5, 2022. The ticket purchase amounts for any given date (excluding free plays) range from \$40 to \$140. Only two of the 16 documented purchases total \$50, and five are for less than \$50. Most of the photos depict only Lottomax tickets. Only three photos show BC/49 purchases and of those only one is a Standard Package.

[21] In their pleadings, the plaintiffs allege that it was a term of the group’s agreement that the person buying tickets for that week post photos of the ticket package they had bought in the Group Chat. However, at trial their evidence was that this requirement, to the extent it even existed, was rarely followed.

[22] Though he denies the existence of an agreement as alleged by the plaintiffs, Mr. Maan says that any lottery purchase amongst coworkers did have to be documented by sending photos of the tickets. However, he also agreed that, at least a few times, this requirement was not followed.

***The winning ticket***

[23] On Monday August 15, 2022 between 8:12 and 8:13 a.m., ten days after the last group ticket photo was sent in the Group Chat, Mr. Maan bought a lottery ticket from a Chevron gas station in Langley for the August 17, 2022, BC/49 draw. This was the winning ticket.

[24] BCLC records show that in that minute between 8:12 and 8:13 a.m., a total of \$12 was spent on Lottomax, Lotto 6/49, and BC/49 tickets at the Chevron station. Half of that is attributable to the winning ticket, which cost \$6. Also in that minute, a free play was used to buy a Lottomax ticket, and the remaining six dollars were spent on a \$3 Lotto 6/49 ticket, a \$1 BC/49 ticket, and two \$1 Extras.

[25] Banking records show that Mr. Maan's debit card was used at around 8:13 a.m. that day for a \$10 purchase at the Chevron gas station. As will become apparent later, neither party is able to fully explain the two-dollar discrepancy between the total amount of lottery tickets sold while Mr. Maan was at the Chevron station and the amount charged to his debit card.

[26] Three days later, on August 18, 2022, Mr. Maan learned that the \$6 BC/49 ticket he had bought was a winner, with a jackpot of two million dollars. He did not tell his coworkers of this good fortune. Instead, they learned of his win 11 days later when a photo of him holding a two-million-dollar BCLC cheque was posted online.

[27] Initially, the plaintiffs congratulated Mr. Maan on his win. However, they soon became suspicious. About two weeks later, they filed their Notice of Civil Claim.

### **ANALYSIS**

[28] This case turns largely on credibility: the parties' interactions leading up to and after the winning ticket purchase are disputed, the alleged lottery pool agreement was not set out in writing and the documentary record is sparse.

[29] The plaintiffs' primary position is that Mr. Maan used group funds to buy lottery tickets on August 15, 2022, and that one of those tickets ended up being the winning ticket. Mr. Maan denies he received any group funds for that day and denies that he was buying for the group.

[30] In the alternative, the plaintiffs say that if Mr. Maan did not buy group lottery tickets on August 15, 2022, he breached the agreement that existed between them

in failing to do so, and that on that analysis as well they are entitled to proportionate shares of the winnings. Mr. Maan denies there was any such agreement.

[31] My specific credibility findings are set out below. Among other things, I have considered whether each witness remained consistent, whether their evidence was meaningfully undermined on cross-examination, whether it harmonized with other evidence I have accepted including independent evidence, and the degree to which the witnesses' accounts are reasonable and likely considering the evidence as a whole: see e.g. *Bradshaw v. Stenner*, 2010 BCSC 1398 at paras. 186-188; *Faryna v. Chorny*, [1952] 2 D.L.R. 354 at 357 (B.C.C.A.).

[32] Some witnesses testified using an interpreter and many of them immigrated to Canada as adults. Acknowledging that cultural and linguistic differences can affect the manner in which a witness responds and that nuances can be lost in translation, I have not reached conclusions on credibility based on isolated turns of phrase or a single or small number of answers. Instead, I have considered the "whole tenor of the evidence" in coming to factual conclusions: *Fu v. Zhu*, 2018 BCSC 9 at paras. 39-42.

[33] I have also kept in mind that "motives and conduct that might seem improbable to a person raised in a Canadian culture might not be improbable in another cultural context": *Fu* at para. 41. In this case, that might include, for example, the regular exchange of money without documenting the terms of any agreement and the relative lack of documentation regarding alleged group purchases more generally.

### **1) Did Mr. Maan use group funds to buy the winning ticket?**

[34] Though the terms and extent of the alleged lottery pool agreement are contested, I do not understand that Mr. Maan seriously disputes that the plaintiffs should succeed if they can show it is more likely than not that he used group money to buy the winning ticket, whether directly because he used group funds for the actual purchase, or notionally in the sense that he was buying for the group on the understanding he would be reimbursed later.

[35] The plaintiffs rely on two incidents in saying that Mr. Maan used group funds to buy the winning ticket. First, they say that on Monday August 15, 2022, Mr. Maan agreed to be the person in charge of buying group tickets for the day and that Mr. Sanghera gave him \$40 dollars for that purpose. Second, they allege that three days before, on August 12, 2022, Mr. Maan received group money, a free play, and a \$5 winning ticket from the group, some of which were used in the winning purchase. I will address each point below.

***Did Mr. Maan receive group money on August 15, 2022?***

[36] Mr. Sidhu, Ms. Nagra, and Mr. Pedan each testified that they had made their regular \$10 group lottery contributions on Monday August 15, 2022, by giving their money to Mr. Sanghera at a workplace meeting at around 7:00 a.m. Mr. Rai, a co-worker who is not a party to this action, testified that he saw Mr. Sidhu give his money to Mr. Sanghera that morning.

[37] However, Mr. Sanghera is the only witness who was able to give evidence that Mr. Maan received that money and agreed to buy tickets for the group on August 15, 2022. This is important because by all accounts there was no designated person in charge of buying group lottery tickets and the person buying could change even within a given week. A group member (or, in Mr. Singh's case, someone not in the group) had to agree to buy the group tickets.

[38] Mr. Sanghera alleges that during a phone call before the morning meeting on August 15, 2022, Mr. Maan said he would buy the group's lottery tickets. Mr. Sanghera also testified that he then gave Mr. Maan \$40 (\$10 for each of Mr. Sidhu, Ms. Nagra, Mr. Pedan, and himself) in the DRC yard that evening. Mr. Maan denies any discussion about group tickets on August 15, 2022, and denies that Mr. Sanghera gave him any money that day.

[39] I do not believe what Mr. Sanghera says about Mr. Maan agreeing to buy lottery tickets and receiving group money on August 15, 2022. While there were several problems with Mr. Sanghera's testimony, the most notable for current

purposes is that he has given three different versions of what happened that day, each time under a solemn affirmation to tell the truth.

[40] On September 12, 2022, less than a month after the events he was describing, Mr. Sanghera filed an affidavit in which he affirmed that Mr. Maan had been at the morning meeting on August 15, 2022, and that the group members had each given their \$10 lottery contribution to Mr. Maan at the meeting.

[41] However, by the time Mr. Sanghera was examined for discovery on March 14, 2024, he had learned that Mr. Maan was not at the morning meeting on August 15, 2022. He changed his evidence, saying that Mr. Maan had picked the money up from him between 11:30 a.m. and 12:30 p.m. on August 15, 2022. Then, at trial, Mr. Sanghera's account changed again, as he testified that he had handed the group money to Mr. Maan in the DRC yard at the end of the workday.

[42] Mr. Sanghera's explanations for these discrepancies, for example, that he made mistakes because he was feeling pressured to act quickly or because his father was diagnosed with a serious illness, do not alleviate my concerns. These were not small errors in detail or lapses in memory, but contradictory accounts of a critical event, each time under solemn affirmation.

[43] It is not apparent whether Mr. Sanghera was trying to mislead the Court. He presented as somewhat unsophisticated, sometimes asking for questions to be rephrased in simpler terms. It is possible that his belief that he and the other plaintiffs are entitled to a share of the winnings has coloured his recollection and caused him to revisit that recollection when confronted with facts that do not align with it.

[44] However, the fact remains that I find Mr. Sanghera's evidence unreliable on matters of central importance to the claim and I reject it. Without it, evidence that Mr. Maan received group money or agreed to buy for the group on August 15, 2022 is lacking.

***Did Mr. Maan receive group money or tickets on August 12, 2022 that he used when he bought the winning ticket?***

[45] The plaintiffs also allege that on Friday August 12, 2022, Mr. Maan received cash from the group and that at the same time he received a free play and a ticket that had yielded a \$5 win for the group. They say that the BCLC records described above suggest that Mr. Maan then used the group's \$5 win and free play at the same time he bought the winning ticket on August 15, 2022.

[46] The evidence that Mr. Maan received group money and tickets on August 12, 2022 comes from Mr. Sanghera and Mr. Sidhu. They say that on the morning of August 12, 2022, the Friday before the winning ticket purchase, they were in Mr. Sanghera's office and there was a bit of a debate about whether Mr. Maan or Mr. Sidhu would make the next group lottery ticket purchase. In the end, they decided that it would be Mr. Maan, and he ended up with the free play, the \$5 ticket, and the regular contributions the group members had made that morning. Mr. Maan denies this.

[47] As he did with the events of August 15, 2022, Mr. Sanghera has contradicted himself about the free play and \$5 ticket, offering three different versions of a potentially critical event. In his affidavit, he said Mr. Maan received the free play and \$5 ticket at the August 15, 2022, morning meeting which, it turns out, Mr. Maan was not at. On examination for discovery, he said it was on a Wednesday a week before (which would, at the latest, have been August 10, 2022). At trial, he testified that it was on August 12, 2022. Again, I find Mr. Sanghera's evidence is unreliable and I do not accept it.

[48] That leaves the conflicting evidence of Mr. Sidhu and Mr. Maan on this point. Overall, I prefer Mr. Maan's evidence to Mr. Sidhu's. Mr. Maan could not remember much about the morning of August 12, 2022. He believed he was at the morning meeting that day but could not remember who else was there. He denies any discussion about group lottery tickets. Considering this would have been a workday like any other at the time, Mr. Maan's limited recollection of that particular morning

makes sense. Situated within his evidence as a whole, I do not consider it incongruous that he was clear about not having discussed any group lottery purchase. He did not embellish or exaggerate and acknowledged when he did not remember, even when it did not assist him. Generally, his evidence on this and related points was cogent, straightforward, consistent with the probabilities of the case, and remained steadfast on cross-examination. To that end, I do not agree with plaintiffs' counsel that Mr. Maan was argumentative or evasive on cross-examination.

[49] I also do not agree with the plaintiffs that the BCLC records show or suggest that Mr. Maan used the group's alleged \$5 win and free play when he bought the winning ticket. In fact, viewed in context, I find that the BCLC records are more consistent with Mr. Maan's evidence that the August 15, 2022 lottery purchase was a personal purchase (i.e. *not* a group purchase).

[50] As mentioned earlier, Mr. Maan charged \$10 to his debit card at the Chevron station that morning. The plaintiffs' theory is that Mr. Maan bought all \$12 worth of tickets sold in the minute he was there that morning and used both the free play and the \$5 win they allegedly gave him on August 12, 2022 during this transaction. This would mean that only \$7 would have been payable for \$12 worth of tickets. To explain Mr. Maan's \$10 debit transaction, they propose that he bought something else at the Chevron station for exactly three dollars. Alternatively, they say that Mr. Maan did *not* use the \$5 win they allegedly gave him on August 12, but instead paid for \$12 in tickets by charging \$10 to his debit card and paying \$2 cash. In that case, they say that Mr. Maan's use of a free play still suggests he was using a group ticket in effectively the same transaction as the winning ticket transaction (on the premise he was using the free play allegedly given to him on August 12).

[51] Mr. Maan testified that he could not remember why his debit transaction was \$10 when the winning ticket only cost \$6. He said he probably also bought a Lotto 6/49 ticket and said "yes" to the Extra on that, as this would account for the additional \$4, but he is not certain. While this would explain the \$10 debit

transaction, it leaves \$2 worth of tickets bought within seconds of that unaccounted for. In cross-examination, Mr. Maan said there might have been someone else buying lottery tickets at the second till at essentially the same time as him but did not know.

[52] I find it is likely that Mr. Maan made all of the documented lottery ticket purchases at the Chevron between 8:12 and 8:13 that morning. That is, I find he used a free play for a Lottomax ticket and, in addition, spent \$12 on a combination of BC/49 and Lotto 6/49 tickets plus Extras. However, in my view, this does not assist the plaintiffs.

[53] On the record before me, a \$12 purchase is not consistent with a group purchase. The plaintiffs' evidence was that group purchases were generally for \$50 plus any additional tickets that could be bought on top of that using previous wins or free plays. There were photos of alleged group purchases for less than \$50, but the total amount documented in the available photos for any given draw date was never less than \$40.

[54] I find that if Mr. Maan had been using group money or tickets, or otherwise buying for the group, the total amount spent on Lottomax, Lotto 6/49, and/or BC/49 tickets while he was at the Chevron station would likely have been significantly more than the \$12 documented in the BCLC records. I find that the \$12 amount is more consistent with an individual purchase.

[55] The plaintiffs' theory that Mr. Maan used the group's \$5 win at the same time he bought the winning ticket is speculative. As for the free play that was used around the same time, I find that it was not the group's free play as alleged by the plaintiffs. Among other things, to find it was the group free play, I would have to accept that, not knowing he was buying a winning ticket, Mr. Maan used the group free play but for reasons unclear decided to buy a much smaller amount of tickets than he had group money for or, perhaps, that he had used or planned to use that money at a different time or place.

[56] Yet, the photos of group tickets Mr. Maan sent in the Group Chat from 2021 and 2022 show that when he had bought group tickets before (including cashing in free plays) he did so at a single retailer, and the minimum group purchase amount for any of the tickets he sent in the Group Chat was \$40. There is also no evidence that anyone else was tasked with buying group tickets that day and so no suggestion that group funds were to be split between two separate purchases made by two different people. To accept the plaintiffs' submission, I would have to speculate in a manner inconsistent with the evidence.

[57] I would also have to accept that, contrary to the group's claimed regular practice, Mr. Maan did not use the free play or money he allegedly received on August 12, 2022 to buy tickets for the next draws (which were on August 12 and 13, 2022), but instead held at least some of them until August 15, 2022. When plaintiffs' counsel was asked about this in closing, he suggested Mr. Maan might have used the group funds and tickets on August 12 or 13 and then used a free play earned from one of *those* tickets at the same time as the winning purchase. Again, I would have to speculate.

[58] In my view, Mr. Maan's use of a free play is at best a neutral factor when considered in light of the record as a whole. Mr. Maan's evidence that free plays are common was not directly contradicted. The parties were able to buy tickets on their own if they wanted. I found Mr. Maan's testimony that he regularly plays the lottery on his own account, both online and in store, was consistent and credible. Among other things, he testified knowledgeably about lotteries and offered a plausible amount of detail about his purchasing habits.

[59] To that end, I do not agree with the plaintiffs that I should draw an adverse inference about whether Mr. Maan played the lottery on his own account, or played as frequently as he says he did, because Mr. Maan has not produced any lottery tickets from before the winning ticket purchase. For in-store purchases, which are directly in issue here, it is not apparent that any tickets were even retained and therefore able to be produced. In that way, among others, this case is

distinguishable from *Slusarenko v. Slusarenko*, 2023 BCSC 1463 at paras. 63-65, which the plaintiffs rely on. As for online purchases, I am simply not persuaded that they are of sufficient materiality to warrant the exercise of any discretion I might have to draw an adverse inference: *Slusarenko* at para. 65; *Rohl v. British Columbia (Superintendent of Motor Vehicles)*, 2018 BCCA 316 at para. 4.

[60] Considering the evidence as a whole, I find as a fact that Mr. Maan did not receive group money or tickets on August 12, 2022 and did not use group money or tickets when he bought the winning ticket on August 15, 2022.

**2) Was Mr. Maan otherwise required to buy group tickets on August 15, 2022?**

[61] The plaintiffs have argued in the alternative that if Mr. Maan did not use group funds for the winning lottery purchase, he breached the agreement between them by not buying tickets for the group on August 15, 2022. They argue that on this basis also they should share in the winnings.

[62] It seems unlikely that this argument could succeed without evidence that Mr. Maan agreed to buy group lottery tickets on August 15, 2022. As mentioned earlier, the alleged agreement did not assign responsibility for buying tickets to any one person. If Mr. Maan did not agree to be the buyer for that day, it is difficult to see how he could have breached the agreement by not buying. I have rejected Mr. Sanghera's evidence that Mr. Maan agreed to buy for the group during their telephone conversation the morning of August 15, 2022. Without it, evidence that Mr. Maan agreed to buy for the group that day is lacking.

[63] Beyond that, the evidence does not establish a binding agreement as alleged by the plaintiffs, even on the more forgiving terms they argued at trial (as compared to their pleadings). The requirements of a binding contract are: (a) an intention to contract; (b) the essential terms must be agreed to by the parties; and (c) the essential terms must be sufficiently certain. This determination is contextual, and must consider all material facts, including the communications between the parties

and the conduct of the parties both before and after the agreement is made: *Oswald v. Start Up SRL*, 2021 BCCA 352 at para. 34.

[64] The test is not what the parties subjectively intended but whether they have indicated to the outside world, in the form of the objective reasonable bystander, their intention to contract and its terms: *Oswald* at para. 38, citing *Berthin v. Berthin*, 2016 BCCA 104 at para. 46. On that standard, I am not persuaded that any of the requirements for a contract described in *Oswald* have been proven.

[65] As I have already mentioned, the photos that do exist show ticket purchases ranging from \$40 to \$140. Only two of the 16 documented purchases from 2021 to 2022 total \$50, and five are for less than \$50. Most of the photos depict only Lottomax tickets and only one of the 16 depicts a Standard Package.

[66] Some of the plaintiffs tried to explain the apparent discrepancies between the photos and the alleged terms of their agreement by saying that some tickets might have been left out the photos, for example because the clipboard they were on as they were being photographed was not wide enough to hold all the tickets bought that day, or that two people might have been buying on those days but only one person sent photos, or simply that for reasons unknown some but not all tickets for a particular draw date had been photographed.

[67] I do not accept the plaintiffs' explanations. While I accept that not every group lottery ticket purchase was documented, whether in text messages or photos, the record of photographs that does exist is more consistent with an *ad hoc* process in which the parties or some of them agreed on a case-by-case basis to buy lottery tickets together. It is likely, in my view, that the participants, amount contributed, and frequency of play could vary. Put otherwise, the photographic record is not consistent with a meeting of the minds between these five individuals to contribute \$50 toward the purchase of group lottery tickets twice a week every week, as alleged.

[68] There is also a text message exchange in the Group Chat involving Mr. Sanghera, Mr. Sidhu, and Mr. Maan, along with Mr. Singh, on August 2, 2022 (less than two weeks before the winning purchase). In it, Mr. Singh, Mr. Sanghera, and Mr. Maan seem unclear on whether group tickets will be purchased for the next draw. When the decision is apparently made that they should be, Mr. Maan says in relation to that purchase, "...whoever is in beside me [Mr. Sidhu] & [Mr. Sanghera] say it now please".

[69] In closing submissions, the plaintiffs argued that not much could be made of this exchange. To be clear, I do not rely on this prior statement by Mr. Maan to find that Mr. Maan's account that there was no fixed group or agreed schedule of purchases is more credible because he has repeated it: *R. v. Angel*, 2019 BCCA 449 at paras. 69-74, leave to appeal refused, [2020] S.C.C.A. No. 35. However, it is relevant to assessing the credibility of the plaintiffs' accounts. For example, the fact Mr. Maan's message merely yielded an "okay" from Mr. Sanghera and an "okay" from Mr. Sidhu and no apparent confusion or inquiry from them or others is not consistent with the plaintiffs' evidence that both the participants (five) and regularity of play (every week, twice a week) were fixed and long agreed upon: *Angel* at para. 74; *R. v. Langan*, 2019 BCCA 467 at para. 97 per Bauman C.J. (dissenting), rev'd 2020 SCC 33 (endorsing dissent).

[70] Further, I do not agree with the plaintiffs' submission that Mr. Maan's post-win conduct assists their cause in this regard, or otherwise. Viewed in the context of the evidence as a whole, that conduct is no more consistent with a guilty mind than with an understandable, if unfortunate, concern over how his coworkers might react.

[71] To be clear, there is no question that the plaintiffs and defendant bought lottery tickets together at various times between at least June 1, 2021 and August 5, 2022. They may well have done so more frequently than the photos and text messages that are in evidence suggest. That would be consistent with the evidence of Mr. Rai, the only independent non-party witness, that he saw the parties contributing lottery money at morning meetings. Additionally, the photographs of

alleged group lottery ticket purchases include several tickets purchased with free plays. Those free plays must have come from somewhere, most likely previous group purchases that may not have been photographed.

[72] However, the fact that the parties bought lottery tickets together, even if they did so with some frequency, is not sufficient to discharge the plaintiffs' burden of proving on a balance of probabilities that they entered into a binding oral agreement with the defendant that would give them a claim over the winning ticket: *Virk v. Singh*, 2020 BCSC 225 at para. 122. For the reasons I have explained, I find they have not done so.

### **CONCLUSION**

[73] It is my impression that each of the plaintiffs came to Court with a sincerely held belief in their entitlement to a share of the winnings. Though it is impossible to know, I suspect that sense of entitlement was born at least in part from the fact that some of them did play the lottery together more often than the photos show and from Mr. Maan's post-win behaviour, which they found suspicious. Though the plaintiffs may feel that they have a moral entitlement to a share of the winnings, they have not established any legal entitlement. Their claim is therefore dismissed.

[74] Unless there are matters of which I am unaware, the defendant is entitled to his costs. If the parties wish to make submissions on costs, they may do so in writing. In that event, their submissions (not to exceed five pages each) and any affidavit evidence they wish to rely on should be exchanged according to a schedule to be agreed between counsel, with the first submission to be filed with the registry within 30 days of the release of these reasons.

"Bantourakis, J."