

T-3424-24

FORM 171A Rule 171

File No T-

Statement of Claim ID 1

(FEDERAL COURT

BETWEEN:

Harshpreet singh

FEDERAL COURT COUR FÉDÉRALE	
FILED	DEC 06 2024 Maya Blake PETER K... Plaintiffs
TORONTO, ON	

AND

Td insurance, TD Insurance Auto Centre (missisauga), Chavan Sankalp (advisor)
 Aditya vaid (manager) , Mike Minotti (repair shop manager) , Ryan (repair expert)
 Revin Bailiffs Inc.

Defendants

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 a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States:

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the Federal Courts Rules.

Copies of the Federal Courts Rules, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

06/12/2024

Issued by: -

DEC 06 2024

(Registry Officer)
Address of local office:

200-180 queen street west toronto ,ontario. M5V 1Z4

Name and Address of each defendant.

TO :- TD insurance

320 Front St w , Toronto, ON M5H 1T1.

TO:- TD Insurance Auto Centre(Mississauga)

5350 Maingate Dr, Mississauga, ON L4W 1R8

TO:- Chavan sankalp (advisor)

5350 maingate dr, Mississauga ON L4W1R8

TO:- Aditya vaid (Manager)

5350 Maingate Dr, Mississauga, ON L4W 1R8

TO:- Mike Minotti (repair shop manager)

5350 Maingate Dr, Mississauga, ON L4W 1R8.

TO:- Ryan (repair expert)

5350 Maingate Dr, Mississauga, ON L4W 1R8

TO:- Revin bailiffs inc.

2215 Steeles Ave. W. Unit 433 toronto ON M3J 0J3.

Claim

The plaintiff claims:

1. (a.) Plaintiff contains All the evidences against the Defendants on this case.
- b. Plaintiff claim Damages for mental Harassment and emotional distress ,anxiety attacks in complete amount of 3,100,000.00 (3.1 millions dollars)
- c. Pre-and-judgement interest at a rate of 5% per annum from the date of default until such time as any amounts owing are paid in full by defendants.
- d. Alternatively damages for not paying plaintiff's rental car company issued at time of repair ,credit hit, plaintiff lost job&wages, Damage of plaintiff's car in inspection ,in complete lump sum of \$2,00,000.00. (200 thousand dollars)
- e. Requesting to fine each individual Defendant \$25,000.00 (25 thousand dollars) for cheating , misleading , wrongfully denial , unprofessionalism behavior. & Donate all this money to my choice of NGO or any organisation I choose.
- f. Defendant Td insurance auto centre has to pay full price of the car \$24600 because of Bias decision against plaintiff , in all 3 step of disputes. Also for denying the order of GIO (general insurance ambud services) for second appraisal due to this This matter couldnt solve with mediator of gio.
- g. Attorney Fees and Court Costs :- If Plaintiff win lawsuit or settle in plaintiff favor , defendant has to recover all the cost of filling the suit , including attorney fees and court cost.
- h. defendant Td insurance auto centre tried to sell car in the name of not paying storage fees when dispute was going on and Final verdict was not given by scco (senior complaint customer office) which is breaking of trust & bad customer service. If I did not get my car as I am emotionally attached to it as lts my first car which I bought with my hardwork money. So they have to pay additional \$50,000.00 in compensation If they failed to provide my car back.
- i. A written Apology letter from all body of defendant who cheated Plaintiff to full fill their own Egos.
- j. An investigation has to be launched against all the individual Defendant for trying to sold Plaintiff car wrongfully and Full filling their own intrests.
- k. Such further and other relief as counsel may advise and this honourable court may permit.

2. The plaintiff is an individual residing in the city of whitby in the province of ontario.
3. Defendant Td Insurance auto centre is an company body residing in the city of mississauga in the province of ontario.
4. Defendant TD insurance is an Company residing in the city of toronto in the province of ontario.
5. Defendants - chavan sankalp , Aditya vaid , Ryan , Mike - are Individuals residing in the city of missisauga in the province of ontario.
6. On the day of sign in repair sheet defendant chavan sankalp (advisor) keep intrupting the talk of plantiff and repair advisor(ryan) while sign in the repair sheet. forcing pantiff to repair car outside the auto centre even gave the list of repair shop and Agree to tow the car in auto centre expense but plantiff denied his request again and again. for refrence CCTV footage can be checked to verify.
7. Defendant Chavan sankalp(advisor) is fully unprofessional at workplace as sending email to plantiff on july 15 2024 , without even giving a advance 24-48 hours notice to take the car and even threaten to cancel the rental by 5pm on same day.
8. Defendant Chavan sankalp asking \$500 deductible before releasing the car which not even repaired but fully get damaged by repair shop by doing alignment of the car with uneven tyres in the car. When i spoke to senior manager lilibeth vincent she removed all the charges and deductible as she know the complete truth but still Defendant chavan sankalp put \$1330 in my carfax report to make insurance record bad in plantiff profile just to fullfill his ego and No senior manager and scco managers helped me in this.
9. Defendant Aditya vaid(manager) is manager of auto centre but He is completly baised as He dont even want to help me at any point and keep saying you can file a complaint if you want. Even when senior manager lilibeth vincent allowed me 2 appraisal for inspection. He denied the tow service just to delay the process and avoid second inspection as they can get caught for making false report.

10. Defendant Td auto centre created a false report to deny my claim and try their all possible way to return my car without even repair a single thing I mentioned on repair request sheet on day 1.
11. Plaintiff was keep getting threaten by auto centre to cancel my rental car service, when My rental due date was on 24 of July as per enterprise rental company email but cancel on 19 July, 2024 by Defendant Chavan sankalp.
12. On July-15 Defendant (mike) handed me over a inspection report which shows they did not even check a single thing as Plaintiff mentioned on repair report to fix the damages but instead they messed with plaintiff rest of 3 brakes and make it look bad. put excuse of tyre which got burst out at time of Incident and did an alignment with uneven tyres on car to damage the wheel liner suspension system.
13. Defendant Ryan (repair expert) ask me Is there any other problem in car when I mentioned to him he put it on my report even we both know this is not a part of damages. plaintiff reconfirm to him twice this going to effect repairs and defendant ryan mentioned Dont worry will fix it out but in the end they put it on falsely to deny the claim.
14. Defendant (mike) mentioned on a message to Defendant chavan sankalp(advisor) that - I would advise, within reason, the totality of the issues at hand would cost no less than \$1500-\$2000cad and may go upto several thousand of dollars. still chavan sankalp(advisor) mentioned me car need no repair and Its perfectly fine.
15. when Plaintiff complaint is under review by SENIOR COMPLAINT CUSTOMER OFFICE after showing all the proofs to scco agent on zoom call still he denied the plaintiff request to repair the car. and In his final verdict on 25sep 2024, He also supported the Defendant td auto centre. In his final position letter he said (the objective is to come to a fair and reasonable conclusion after reviewing all the facts presented by each party relevant to the case.) and tell me this is part of wear and tear.
16. Plaintiff has also filed complaint against city of toronto regarding this issue when incident happen. city issued advisor - who working on my case, mentioned me to go to insurance to repair plaintiff car as following city of toronto advisor direction plaintiff took car to get repair

in insurance .

17. plaintiff called auto centre as GIO directed plaintiff to go to federal court to get justice as they cannot involved without second appraisal which has not been done yet. TD Auto centre making excuses of manager not here right now so we cant give you keys. Then later started ignoring phone call of plaintiff as they were trying to sell my car in the name of not paying storage fees and repair fees , mechanical inspection fees was removed by Lilibeth vincent manager of Td insurance customer care.
18. Defendant Td insurance auto centre has all the neccessary contact information of plaintiff still lying about contacting plaintiff and Finance company of plaintiff on september 05 2024. No notice has been given to plaintiff about any pending fees and bill. Still Defendant Td insurance auto centre put the Plaintiff car for sell to cover their storage fees and reapiir fees which is invalid.
19. On 07 november 2024 , when plaintiff called the auto centre to pickup car for second appraisal they mentioned the car is not here and they dont have any information regarding the car. They did not provided any information about where is the car instead made a fake bill and put my car for sale with Undisclosed location and Incomplete bailliff information.
20. Plaintiff request is from court to please lauch an investigation towards my case and get me justice against this big company and their fraud agents.
21. Defendant Td auto center , Defendant chavan sankalp menitoned in Plaintiff carfax report that damage repair worth of \$1330.00 has been done as in recent storage bill I got from repair shop Defendant manager mike put the repair and claimants costs \$298.30. which does not match.
22. Defendant Td insurance auto centre , Defendant chavan sankalp , Defendant Aditya vaid - had not send any invoice to plaintiff regarding any kind of pending payment. All three defendant has plaintiff contact information. Plaintiff should recieve invoice due notice if there is any pending amount left but Defendant not followed the rule and wrongfully Try to cheat plaintiff.

23. As per Notice to intent to sell, Defendant Td insurance auto centre can not sell my car before 60days and My final conclusion done on 25september 2024. as per this before 25november 2024 no one can issue a notice to sell my car. the last day until they should send warning letter or invoice for any amount pending. NO notice has been issued Plaintiff about this
24. Auto centre did this on purpose lies about sending notice on september 05,2024 which is not eligible according to the section s.15(1) of the repair and storage Liens act R.S.O. 1989, chapter 17. As the part of breach of trust and honesty towards their customer. A investigation should be launched against all those who try to get personal benefit from the customer private property.
25. Defendant TD insurance (company) is fully biased towards Defendant Td insurance auto centre . Even Plaintiff presented all the evidences to senior customer complaint office (scco) of Defendant Td insurance(company) still their agent Name -solomon gatere Rejected all the evidences and Kept taking side of Defendant Td insurance auto centre.
26. Defendant Ravin baillifis Wrongfully changed registration of the car without even informing the Plaintiff and Plaintiff finance company To full fill their own interest of making money. Plaintiff has not given any (NOC) No Objection Certificate to anyone to put Plaintiff car for sale. Plaintiff car is still belong to bank as there is loan pending to pay.
27. Plaintiff called Td auto finance Case manager Crista and plaintiff confirmed No letter was send out to finance company about the car loan. Plaintiff can also provide evidence in the court. plaintiff also provide the compelte information of Defendant Td insurance auto centre to Td auto finance agent crista. Hence it seems Defendant Mike lying about providing notice on September -05,2024 to Finance company.
28. Defendant Ravin bailiffs inc wrongfully change converstion of title 2017 toyota corolla se which belong to Plaintiff.

The plaintiff proposes that this action be tried at Toronto, ontario.

(Date) - 06/12/2024

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