

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Satguru Ram Singh Satsang Charitable
Foundation v. Akalirai*,
2026 BCSC 717

Date: 20260331
Docket: S226198
Registry: Vancouver

In the Matter of Satguru Ram Singh Satsang Charitable Foundation

Between:

Satguru Ram Singh Satsang Charitable Foundation

Petitioner

And

**Nasib Kaur Akalirai and His Majesty the King in Right of the Province of British
Columbia as represented by the Attorney General of British Columbia**

Respondents

Before: The Honourable Justice Giaschi

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner:

K. Sherriff

Counsel for the Respondent, Ministry of
Attorney General:

S. Kay
M. Burnell-Higgs

Counsel for the Respondent, Nasib Kaur
Akalirai:

H. Khosa

Place and Date of Hearing:

Vancouver, B.C.
March 31, 2026

Place and Date of Judgment:

Vancouver, B.C.
March 31, 2026

[1] **THE COURT:** I will give you my reasons now. Should a transcript of these reasons be ordered, I reserve the right to make amendments and to expand upon certain aspects of the reasons, if necessary.

[2] On May 10, 2018, the respondent, Ms. Akalirai, executed a deed of gift transferring her interest in 2085 East 41st Avenue, Vancouver (the “property”), to the petitioner, a registered charity and registered society under the *Societies Act*. The transfer of the property was registered on May 24, 2018. Since the transfer of the property, the petitioner has paid all of the expenses of the property.

[3] On February 12, 2019, a charitable donation receipt was issued to Ms. Akalirai in the amount of \$1,625,000.

[4] Pursuant to the terms of the gift, Ms. Akalirai has continued to reside in the property and is entitled to do so until her death.

[5] In or about the spring of 2021, Ms. Akalirai requested that the petitioner return the property to her. The petitioner had, and has, concerns about its ability to return the property to Ms. Akalirai, which has prompted this petition. The petitioner requests declarations concerning whether there is a legal basis for returning the property to Ms. Akalirai.

[6] The respondents to the petition are Ms. Akalirai and His Majesty the King in Right of the Province of British Columbia (the “Province”). The Province appears pursuant to its inherent *parens patriae* responsibility for charitable activities.

[7] Ms. Akalirai submits that the gift was invalid as being made under duress. In her petition response, she also pleaded the gift was invalid on the basis of undue influence or lack of mental capacity, but, as of today’s hearing, she relies solely on duress as invalidating the gift.

[8] The issue before me is whether the gift of the property to the petitioner was legal and valid.

[9] Ms. Akalirai swore three affidavits in this matter. In her first affidavit, she deposes that:

- a) In April 2018, she was strongly encouraged by her son-in-law Gurnam Sandhu, to donate the property to the petitioner;
- b) Gurnam Sandhu had a close affiliation with the petitioner;
- c) Gurnam Sandhu “persistently communicated” the suggestion that she should donate the property;
- d) She was not in a sound mental state at the time due to the loss of her grandson;
- e) Mehar Singh Sandhu (a director of the petitioner at the time) attended at her daughter’s residence, where she was living for a short period of time, to discuss the donation. She described that encounter as “like an ambush”;
- f) After weeks of persistent persuasion by Gurnham Sandhu, she eventually succumbed and acquiesced and agreed to donate her home;
- g) Gurnam Sandhu facilitated the entire transaction;
- h) She was not aware of who her representative was (by representative, I presume she meant her lawyer);
- i) She was “oblivious to the implications of the transfer” and she lacked the ability to comprehend the contents of the documents she signed; and
- j) Neither her representative nor Mr. Sandhu explained the documents to her.

[10] In a second affidavit made October 16, 2024, Ms. Akalirai deposes she was not in a sound mental state at the time because her grandson was tragically murdered in January 2013. She deposes she was in a vulnerable mental state and was unable to make well-informed decisions.

[11] In her third affidavit made December 9, 2025, Ms. Akalirai deposes:

- a) She was 86 years of age at the time of the transfer;
- b) She had hoped the 2016 sentencing of the criminals who killed her grandson would provide closure for her but it did not;
- c) Between June 2016 and May 2018 she was not “in a sound mental state;”
- d) At the time of the transfer, she was a frequent visitor to the petitioner’s temple, she visited five to six times per week for many years;
- e) She felt the spiritual need to donate;
- f) She did not understand the documents she signed; and
- g) She was in no position mentally or emotionally to be making any decisions regarding her home.

[12] Regrettably, there is no affidavit from Gurnam Sandhu responding to the allegations made in Ms. Akalirai’s affidavits as Gurnam Sandhu passed away in August of 2023. However, his spouse, and the daughter of Ms. Akalirai, Gurvinder Sandhu, has filed an affidavit made January 16, 2025. She deposes:

- a) She and Gurnam Sandhu had no involvement in her mother’s financial or legal affairs;
- b) The transfer of the home was her mother’s decision;
- c) Gurnam Sandhu had no association or relationship with the petitioner or the temple associated with the petitioner. Gurnam Sandhu attended a different temple. Whereas she, her father, and her mother attended the temple associated with the petitioner;
- d) She was not present when Mehar Singh Sandhu attended the home and neither she, nor her husband, arranged that visit;

- e) She and Gurnam Sandhu had no involvement with retaining the lawyer her mother used in the transaction. Her mother retained that lawyer;
- f) She and Gurnam Sandhu drove her mother to the lawyer's office but they never met the lawyer and waited in the waiting room while her mother met alone with the lawyer; and finally
- g) Neither she, nor Gurnam Sandhu, were ever given the documents related to the transaction.

[13] Mr. Mehar Singh Sandhu filed two affidavits. As noted, he was a director of the petitioner at the time and the person who met with Ms. Akalirai to discuss the gift. In his first affidavit made July 20, 2022, he deposes:

- a) Ms. Akalirai is a long-term attendee of the petitioner's associated temple;
- b) In April 2018, Ms. Akalirai approached him and told him she wanted to donate her residence to the petitioner;
- c) A week later, she called him and told him she wanted to proceed with the donation. He then visited her at her daughter's house where he told her to think it over and to obtain independent legal advice before making such a gift. She told him she did not need advice;
- d) He told the daughter and son-in-law to make sure Ms. Akalirai got legal advice before making the gift;
- e) He attaches as Exhibit H to his affidavit a certificate of independent legal advice; and
- f) He was not present when the transfer documents were executed, nor for any meetings between Ms. Akalirai and her lawyer.

[14] In his second affidavit made January 16, 2025, Mehar Singh Sandhu deposes:

- a) The respondent approached him about the property and he repeatedly told her to think about it and to obtain independent legal advice;
- b) Gurnam Sandhu did not have a close affiliation with the petitioner. In fact, he had no affiliation whatsoever with the petitioner;
- c) The meeting at the house was not “an ambush” but was prompted by Ms. Akalirai contacting him to proceed with the donation;
- d) No one else was at the home when he met with Ms. Akalirai; and
- e) Ms. Akalirai never raised any concerns with him about being pressured by her son-in-law.

[15] The certificate of independent legal advice attached to Mehar Singh Sandhu’s first affidavit is dated May 24, 2018. It is signed by both Ghulam Murtaza and Ms. Akalirai. It is a standard certificate of independent legal advice. Mr. Murtaza certifies that he reviewed the deed of gift and Form A transfer with Ms. Akalirai and advised her of the present and future legal effects of the documents. The certificate states that she did not appear to sign the Transfer as a result of undue stress, fear, duress, improper understanding, undue influence or false inducement. Ms. Akalaria signed the certificate confirming the documents were “thoroughly” reviewed with her.

[16] There are obvious contradictions or inconsistencies in the evidence.

[17] I prefer the evidence of Mehar Singh Sandhu and Gurvinder Sandhu over that of Ms. Akalirai. In particular, I reject Ms. Akalirai’s evidence that she was somehow pressured by Gurnam Sandhu to gift the property to the petitioner. Her evidence simply makes no sense. Gurnam Sandhu had no association with the petitioner or with its associated temple. He attended a different temple. He had no reason to pressure Ms. Akilirai to donate her property to the petitioner. In contrast, it is clear that Ms. Akalirai, her husband, and her daughter all had a longstanding association with the petitioner and its associated temple and, therefore a motivation to gift the property to the petitioner.

[18] I find as facts that:

- a) It was Ms. Akalirai who initially approached the petitioner about the donation;
- b) The meeting at the daughter's home was not an ambush. Rather, it was a meeting that was set up by Ms. Akalirai;
- c) At the meeting in the daughter's home, Ms. Akalirai was specifically advised to take her time about making a decision regarding the gift and was told to get independent legal advice;
- d) Ms. Akalirai obtained independent legal advice before signing the deed of gift and transfer;
- e) The deed of gift and transfer were fully explained to Ms. Akalirai by her lawyer, Mr. Murtaza; and
- f) Gurnam and Gurninder Sandhu had no involvement with the gift or the retaining of the lawyer.

Analysis

[19] The consequences of making a gift are set out in *Doukhobor Heritage Retreat Society #1999 v. Vancouver Foundation*, 2020 BCCA 80, at paras. 55-58.

[55] As the Foundation argues, gifts, bequests and devises, while not exhaustive of all types of donations, are non-refundable or irrecoverable forms of giving. Accordingly, the "directions from donors" that must be followed must be those made at the time that the gift is transferred.

The Principles of the Law of Trusts

[56] The general principle is that a person who has made a gift cannot retract it, nor dictate to the trustee how the property is to be used. A donor who has made a gift cannot qualify, retract or alter the terms of the gift after it is complete. Accordingly, the proper interpretation of "directions of donors" must necessarily refer to directions made at the time a gift is perfected: Lynton Tucker, Nicholas Le Poidevin & James Brightwall, eds, *Lewin on Trusts*, 19th ed. (London: Sweet & Maxwell, 2014 at paras. 30-066, 30-084); *Waters' Law of Trusts* at 383-384; *Oosterhoff on Trusts*, 7th ed. (Toronto: Carswell, 2009) at 327. As the Foundation argues, donors can reserve the ability to give directions in the future, but that must be done at the time the donation is made.

[57] When making a gift or settling a trust, a donor divests him- or herself of the property gifted or settled at the time the gift is made or the trust is settled. Unless the gift or trust is conditional, the donor has no further right to control the property or monies in question: Norman at para. 30, citing Schmidt v. Air Products Canada Ltd., 1994 CanLII 104 (SCC), [1994] 2 S.C.R. 611. A donor can only retain the power to change the terms of a gift or trust, or to give directions as to the further use of the funds that are gifted or settled into the trust by reserving the right to do so at the time the gift is made.

[58] As the Foundation argues, if the interpretation of the chambers judge is correct, donors could conceivably alter the terms of donations or seek the return of donated funds provided that the directions given were perceived as furthering some charitable objects. This interpretation would place the Foundation in the untenable position of seeking to reconcile the original terms of donations with new directions, returning capital to donors with consequences to its obligations under the Income Tax Act, and adjusting strategies to attempt to deal with changes in the amount of funds under its stewardship, all to the detriment of donors and charitable beneficiaries.

[20] In essence, gifts are non-refundable and irrevocable.

[21] Ms. Akalirai submits that the gift was invalid as being made under duress. She accepts that she has the onus of proving the gift and transfer were vitiated by duress.

[22] Duress normally involves a threat of an unlawful or illegal action made to compel the innocent party to enter into the contract: *B.P.P.C. v. G.M.M.*, 2004 BCSC 540 at para. 30, and *R.P. v. British Columbia (Director of Child, Family and Community Services)*, 2015 BCSC 2302 at para. 15.

[23] The law of duress, including economic duress, was summarized in *Gorup-Paule v Palmatier*, 2024 BCSC 353, as follows:

[144] Duress, including “economic duress”, is a coercion of the will that vitiates consent: ... Commercial pressure is not enough. Rather, the pressure (a) must be such as to amount to compulsion and (b) must be illegitimate:

[145] The following factors can be considered in determining whether there has been compulsion:

- a) Whether the person alleged to be coerced protested;
- b) Whether the person had an alternative course open to them, such as an adequate legal remedy;
- c) Whether the person received independent advice;

d) Whether the person took steps to cancel (“avoid”) the contract as soon as the duress ceased.

[Emphasis added.]

[24] The burden of proving the defence of duress lies on the party asserting it: *Stein v. Schommer*, 2006 BCSC 1551, at para. 15.

[25] In my view, Ms. Akalirai has wholly failed to prove the gift and transfer are vitiated by duress. Put simply, there was no unlawful or illegitimate threat, physical compulsion, or coercion of the will that caused Ms. Akalirai to gift the property to the petitioner. She initiated the conversations regarding the donation. She pursued the donation. She obtained independent legal advice at the urging of the petitioner. The legal documents were fully explained to her by her lawyer and she signed the documents knowing their full legal effect. In other words, she entered into the deed of gift and transfer of her own free will. She may now regret having done so, but that is not sufficient to invalidate the gift.

[26] I would also note that the respondent, Ms. Akalirai, has not identified a single case to me where the acts of a third party (here Gurnam Sandhu) can constitute duress, and I am far from satisfied that the law recognizes that the acts of a third party can constitute duress.

[27] Accordingly, the gift is valid.

[28] The petitioner and province are not seeking costs so there will be no order as to costs.

“Giaschi J.”