

COURT OF QUÉBEC

«Small Claims Division»

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
"Civil Division"

N° : 500-32-727616-254

DATE : September 2, 2026

BY THE HONOURABLE ELIANA MARENGO, J.C.Q.

9470-6660 QUÉBEC INC.

Plaintiff

v.

7638477 CANADA INC.

Defendant

JUDGMENT

[1] At trial, the names of the parties were amended to reflect the true nature of their business relationship, as the parties did not contract in their personal capacity.

[2] It is plaintiff company, namely 9470-6660 Québec Inc., who rendered trucking services to defendant company 7638477 Canada Inc., operating under the firm and style name of SH Logistics ("SH").

[3] SH retained the trucking services of plaintiff from the months of December, 2024, to May, 2025.

[4] At trial, SH admitted owing plaintiff company \$ 10,711.40 (testimony of vice-president Gurtepal Singh Shergill and accountant / controller Cornelius Christian, and exhibit D-1).

[5] Plaintiff is claiming \$ 13, 500.00 for its services, but provided insufficient evidence to prove said amount. No invoices were filed, only "Trip Sheets", which are, in part, illegible (s. 2803 and 2804 *Civil code of Québec*).

[6] Furthermore, the remainder of its claim does not concern damages which are direct and foreseeable (s. 1607 and 1613 C.C.Q.), and must be denied.

[7] However, given SH's admission with respect to the amount owing for services rendered, it is liable towards plaintiff for the payment thereof.

[8] What is more, SH's argument regarding the absence of GST and QST numbers on plaintiff's documents, are of no concern to this Court.

[9] Plaintiff rendered its services to SH, as per the terms and conditions of their agreement, at its request and for its benefit, and the amount of \$ 10, 711.40 is therefore owed to plaintiff (s. 1375 and 1458 C.C.Q.).

[10] Regarding SH's counterclaim, it is denied, for lack of sufficient evidence as to both fault and damages. SH failed to produce the appropriate witnesses to establish the facts alleged in its claim.

WHEREFORE THE COURT HEREBY:

GRANTS plaintiff's claim as amended, in part;

CONDEMNS 7638477 Canada Inc. to pay 9470-6660 Québec Inc. the sum of \$ 10, 711.40 plus legal interest and the additional indemnity stipulated in section 1619 C.C.Q. and legal costs; and

DISMISSES the counterclaim.

ELIANA MARENGO J.C.Q.

Date of hearing : August 26, 2026