RAJENDRA T. GANDHI, M.D. : NUMBER: 568,891, “B”

And VIBHA R. GANDHI

VERSUS : FIRST JUDICIAL DISTRICT COURT

SONAL FURNITURE AND CUSTOM

DRAPERIES, L.L.C., SHYAM GARG,

And LYNN GUNTER : CADDO PARISH, LOUISIANA

**REASONS FOR JUDGMENT ON LIABILITY**

 Trial was held February 4-5, 2014. Testimony was adduced from Plaintiffs Dr. Rajendra T. Gandhi and Mrs. Vibha R. Gandhi, Defendant Shyam Garg, Viraj Gandhi, Kirk Thomas, an expert in interior design, and Deborah Abernethy, a personal property appraiser. Exhibits admitted into evidence included, but were not limited to, the following: numerous photographs [P 2-157; D-1 (Exhibits 3, 8-9) and D-2], house diagrams, a copy of the Sonal business card, printouts of the Sonal Furniture and Custom Draperies, L.L.C. website (P171), and e-mails [10 out of 11 of which were from Mr. Garg to Dr. Gandhi (P158-163; D14-15)].

 After thorough review of the evidence, applicable law[[1]](#footnote-1) and arguments of counsel (including the post-trial memoranda filed February 10 and 13), the Court makes the following findings of fact and conclusions of law:

1. There were gross misrepresentations on the Sonal website which enticed Dr. Gandhi to initiate contact with Shyam Garg and to visit the Sonal gallery in Atlanta, Georgia;
2. While at the Sonal gallery and the related showroom, Shyam Garg made extensive misrepresentations, and at least some false promises, with respect to the quality of his goods as well as the warranty and fitness of the items;
3. The photographic evidence, coupled with the credible and compelling testimony of Kirk Thomas, leads the Court to conclude that many of the Sonal items now in the Gandhi home are (1) defective and not subject to repair, and (2) certainly not of the quality and value as what was represented or shown in Atlanta. Furthermore, the workmanship involved in the installation of certain items was shoddy and damaged the plaintiffs’ otherwise attractive home;
4. There is abundant evidence in the record to support either of the plaintiffs’ legal theories –that the transaction was one of a completed sale of defective redhibitory merchandise with the right of inspection, or that it was a conditional sale with the suspensive condition of right of view. During the period of view, Dr. and Mrs. Gandhi notified Mr. Garg that the items were unacceptable and they requested removal and a full refund. Mr. Garg breached his promises to the Gandhis as to both the quality and fitness of the items, as well as his promise to pick up the merchandise with a full refund if they were not satisfied;
5. The Court also concludes that the defendants violated the Louisiana Unfair Trade Practices and Consumer Protection Law in numerous respects:
	1. Some of the items were the subject of a “bait and switch” tactic, with goods of a higher quality shown in Georgia and goods of a lesser quality delivered in Louisiana;
	2. Garg engaged in a particularly abhorrent course of conduct in preying on the cultural and religious heritage of Dr. and Mrs. Gandhi;
	3. The quality of the items was substantially – and shockingly -- below the quality which was represented on the Sonal website and assurances made at the Atlanta sites as well as representations and promises made by Mr. Garg in his numerous email messages to Dr. Gandhi; and
	4. The outrageous threats, coercion and extortive behavior of threatening this medical doctor and his wife with measures over which Mr. Garg has no control, to wit, Grand Jury action, arrest by law enforcement, Internal Revenue Service investigation and disciplinary action from the medical society.
6. In examining the credibility of the parties, Dr. and Mrs. Gandhi on the one hand, and Shyan Garg on the other, the Court resolves all credibility issues 100% in favor of Dr. and Mrs. Gandhi. Specifically, the Court deems the Gandhis to be extremely kind and loving people. The actions of Mr. Garg were scrofulous; he engaged in an outrageous pattern of fraudulent, deceptive, offensive, oppressive and extortive conduct. There is no question that this conduct was substantially injurious to Dr. and Mrs. Gandhi; in fact, Dr. Gandhi testified that he suffered a physiological response, including elevated blood pressure and heart palpitations as a result of this event. To make matters worse, the Court believes that Mr. Garg presented a fraudulent document to the Court during the February 20, 2014 trial. Specifically, Plaintiff Exhibit 1 is titled “Dr. Gandhi, Louisiana Quote For Furniture & Draperies”; it has no handwriting on it. D-1, Exhibit 10 is the same document with the word “Quote” blackened and with the handwriting on page 1 “Final Invoice 2/23/13 (and) All agreed 100% satisfaction received 7 days inspected no questions no returns full payment made…” It is the Court’s view that this document was designed to convey falsely that Dr. Gandhi was fully satisfied and that the transaction was final when in fact such was not the case [Also, see D-1 Exhibit 14 (copy of email) which has handwriting “March 5th Check deposited $150,000.00 no problem”]

 The plaintiffs have proven liability under the following three theories: (1) redhibition (sale with right of inspection); (2) conditional sale on view; and (3) unfair and deceptive acts and trade practices[[2]](#footnote-2).

 Having concluded redhibitory defects and unfair and deceptive trade practices, the plaintiffs, at the very least, are entitled to judgment in the amount of $170,000.00 and a judicial declaration of nullification and cancellation of any alleged liability in connection with the $40,000.00 check upon which a stop payment was effected. Furthermore, the Court concludes that under the circumstances of fraudulent behavior and intentional tortious acts, Mr. Garg should be held personally liable as well as the defendant Sonal Furniture and Custom Draperies, L.L.C.[[3]](#footnote-3) Counsel shall address any of the pecuniary as well as non-pecuniary damages by additional post-trial briefs to be filed no later than 5:00 p.m. on March 14, 2014. Attorneys’ fees shall be set by stipulation or rule.

Signed this 5th day of March, 2104 in Shreveport, Caddo Parish, Louisiana.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SCOTT J. CRICHTON

 DISTRICT JUDGE

DISTRIBUTION:

John S. Odom, Jr., Counsel for Rajendra T. Gandhi, M.D. and Vibha R. Gandhi

J. Marshall Jones, Jr., Counsel for Rajendra T. Gandhi, M.D. and Vibha R. Gandhi

Rich Fayard, Counsel for Sonal Furniture and Custom Draperies, L.L.C. , Shyam Garg, and

 Lynn Gunter

1. La. Civ. Code arts 2460,2540, 2603-2605; La. R.S. 51:1405 et seq. and applicable jurisprudence. [↑](#footnote-ref-1)
2. The plaintiffs’ racketeering claims pursuant to RICO (La. R.S. 15:1351, et seq.) were not briefed in the post-trial filings and are not addressed at this time by the Court. [↑](#footnote-ref-2)
3. The Court needs further legal argument on the narrow issue of whether, under the circumstances, Ms. Gunter’s conduct is egregious and fraudulent to the extent she should be held personally liable along with her employer limited liability company. [↑](#footnote-ref-3)