

SUPREME COURT OF VERMONT

Airi v. Nagra

169 A.3d 1317, 2017 VT 42 (Vt. 2017) · No. 2016-254 · Decided May 12, 2017

SUMMARY

The Vermont Supreme Court affirmed a judgment awarding Shashi Airi damages for services performed for Gurdeep “Sunny” Nagra during two periods in 2007 and 2008. The court held that Nagra waived his challenge to the trial court’s factual findings and contractual liability by failing to provide the trial transcript required for informed appellate review.

CASE DETAILS

COURT	Supreme Court of Vermont
WRITING FOR THE COURT	Skoglund, J.; Reiber, C.J.; Dooley, J.; Eaton, J.
JURISDICTION	Vermont
DECIDED	May 12, 2017
DOCKET	2016-254
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from a superior court judgment entered after a bench trial awarding plaintiff damages for services rendered under alleged contracts.
STANDARD OF REVIEW	An appellant who does not provide a transcript waives any issue for which a transcript is necessary for informed appellate review; absent the transcript, the Court assumes the trial court's findings are supported by the evidence.
PRECEDENTIAL VALUE	Published Vermont Supreme Court opinion
PARTIES	Gurdeep "Sunny" Nagra v. Shashi Airi

TOPICS

- appellate procedure
- preservation of error
- contracts
- civil procedure

PRACTICE AREAS

- Appellate procedure
- Contracts
- Civil procedure

QUESTIONS PRESENTED

1. Whether defendant could challenge the trial court's factual findings and legal basis for the damages award without providing the trial transcript.
2. Whether the trial court erred in holding defendant personally liable under a contractual or quasi-contractual theory.

HOLDINGS

1. By failing to provide the trial transcript, defendant waived his right to raise any issue for which the transcript was necessary for informed appellate review.
2. The legal basis for the damages award was not reviewable without the trial transcript, and defendant therefore waived the issue on appeal.

KEY QUOTATIONS

“Because defendant did not submit the transcripts of that record, he waived his right to contest the issue on appeal under Vermont Rule of Appellate Procedure 10(b)(1).” (¶ 1)

“Here, without the trial transcript, this Court is unable to review the evidence to determine if it supports the trial court’s factual findings.” (¶ 5)

FACTUAL BACKGROUND

Plaintiff managed hotels initially through business entities associated with defendant. After federal raids and the entities' entry into receivership, defendant allegedly contracted with plaintiff in his individual capacity to assist with receivership matters from November 5 through December 14, 2007. Defendant allegedly hired plaintiff again from June 13 through September 1, 2008, to perform hotel-management and financing tasks. The trial court awarded plaintiff damages for both periods, while defendant argued on appeal that he had acted only through business entities and was not personally liable.

PROCEDURAL HISTORY

Plaintiff filed suit in 2011. The superior court held a bench trial on June 21, 2016, at which defendant did not appear or present evidence, and entered written judgment awarding plaintiff \$7,215 for the first period of services and \$19,093 for the second. Defendant appealed without ordering the trial transcript and challenged whether he had personally contracted with plaintiff.

DISPOSITION

affirmed

CASES CITED

- Evans v. Cote, 2014 VT 104, 197 Vt. 523, 107 A.3d 911
- Bixler v. Bullard, 172 Vt. 53, 58, 769 A.2d 690, 694 (2001)
- Cliche v. Fair, 145 Vt. 258, 263, 487 A.2d 145, 149 (1984)

