

**IN THE MATTER OF THE
CONSUMER PROTECTION ACT ("CPA")**

THIS **UNDERTAKING** is made pursuant to Section 152 of the *Consumer Protection Act*.

BY: **SPEEDBIT INC. operating as CAR DEALS 4 U/PAIRS AUTO**
in the City of Calgary, in the Province of Alberta
(hereinafter called the "Supplier")

TO: **The DIRECTOR OF FAIR TRADING (as delegated)**
(hereinafter called the "Director")

WHEREAS:

- A. At the time of the complaint, the Supplier was licensed by the Alberta Motor Vehicle Industry Council ("AMVIC") to carry on the automotive business activities of retail sales, wholesale sales, garage, service station and auto body in the Province of Alberta.
- B. An administrative review was held on Aug. 11, 2026 at 9:02 a.m. via teleconference call. Participating in the administrative review were Siddhant Dewani and Salim Dewani, directors of the Supplier; Siddhant Panday, sales representative for the Supplier; [REDACTED], AMVIC investigator; [REDACTED], AMVIC manager of investigations south and Katie Lockton, Director of Fair Trading (as delegated).
- C. Consumers ("SY & RY") purchased a 2015 Ford Explorer (the "Ford") from the Supplier on July 5, 2024. SY & RY asked the Supplier to provide any repair records they had for the Ford prior to deciding to complete the purchase. The Supplier provided SY & RY an invoice that detailed a number of repairs and maintenance that had been completed on the Ford.
- D. SY & RY decided to continue with the purchase of the Ford and were provided with additional documents as part of the transaction. One of the additional documents was a Carfax report dated Oct. 30, 2023. According to SY & RY, they inquired about the date on the Carfax report, as it was approximately eight months old, and the Supplier advised that a newer Carfax report was not necessary as the Ford had been in their possession the entire time.
- E. In December 2025, SY & RY took the Ford to another automotive business and were inquiring about trading it in. The automotive business completed a Carfax at this time and asked SY & RY if they were aware the engine had been replaced in the Ford, as it was indicated on the Carfax report. This was the first time the consumers became aware that the engine had been replaced in the Ford.
- F. The repair invoice provided to SY & RY did not indicate the engine of the Ford had been replaced. SY & RY stated they were not advised of the engine replacement at any point during their transaction with the Supplier and alleged had they known the engine had been replaced they would not have

purchased the Ford. The Supplier had completed the engine replacement and did not disclose this information to SY & RY when they requested the repair information. In the opinion of the Director, failing to inform SY & RY of the engine replacement when the consumers had specifically requested the repair history is contrary to Section 6(4)(a) of the CPA.

Consumer Protection Act**Unfair practices****Section 6**

(4) Without limiting subsections (2) and (3), the following are unfair practices if they are directed at one or more consumers or potential consumers:

(a) a supplier's doing or saying anything that might reasonably deceive or mislead a consumer;

- G. During the investigation, it was determined that the Supplier replaced the engine on the Ford while it was in their possession. The Supplier provided evidence that they had purchased the used engine for the Ford; however, could not provide the work invoice demonstrating the engine had been replaced. The Supplier indicated they had changed software for their records management and were unable to locate the work invoice in relation to the engine replacement. In accordance with Section 132 of the CPA and Section 9 of the ABR, the Supplier is required to maintain all records and documents created or received while carrying on their business activities.

Consumer Protection Act**Duty to maintain records****Section 132**

(1) Every licensee and former licensee must create and maintain

(a) complete and accurate financial records of its operations in Alberta for at least 3 years after the records are made, and

(b) other records and documents described in the regulations for the period specified in the regulations.

Automotive Business Regulation**Records****Section 9**

In addition to the requirement to create and maintain financial records in accordance with section 132(1) of the Act, every business operator and former business operator must maintain all records and documents created or received while carrying on the activities authorized by the licence for at least 3 years after the records were created or received.

- H. Prior to the administrative review, the Supplier submitted written representations and supporting documents. The Supplier provided detailed changes that they undertook to ensure this does not occur again and provided documents to demonstrate they had come to a resolution with SY & RY and purchased the Ford back from them for an agreed upon price.

1. During the administrative review, the Supplier took responsibility for the legislative breaches and further discussed the context and details of the transaction and the changes they have made to ensure their business practices are compliant with the legislation. The Supplier indicated they take their compliance within the automotive industry seriously and are committed to working with the regulator.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it failed to comply with the provisions of the CPA and ABR, and undertakes to the Director that the Supplier will make every effort to ensure that it does not engage in acts or practices similar to those described above.
2. The Supplier will undertake to ensure that they do not do or say anything that might reasonably mislead or deceive a consumer in accordance with Section 6(4)(a) of the CPA.
3. The Supplier will undertake to create and maintain completed and accurate records of their business activities, as required by Section 132(1) of the CPA and Section 9 of the ABR.
4. To ensure that the Supplier is in full compliance with the CPA and its related regulations, the Supplier agrees to assist AMVIC with an industry standards inspection which will take place before **March 31, 2027**.
5. The Supplier shall pay the sum of **\$1,000** to AMVIC, an amount that represents a portion of the costs AMVIC has incurred investigating the matters herein. Such payment is to be made to AMVIC within **thirty (30) days** from the date of signing this Undertaking.

6. This Undertaking will remain in force,

Unless:

- a. Terminated by the Director or varied with the consent of the Supplier;
 - b. Varied by an Order of the Judge of the Court of King's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - c. Terminated by an Order of the Judge of the Court of King's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
7. The Supplier acknowledges the Director may, upon breach of any term of the Undertaking, institute such proceedings and take such action under the *Consumer Protection Act* as they may consider necessary.
 8. The Supplier acknowledges this Undertaking is a public document and will be maintained in the public record by the Director of Fair Trading (as delegated) as required by Section 157.1 of the *Consumer Protection Act*.

9. The Supplier acknowledges that they were advised by AMVIC and are aware that they are entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges they are entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 12 day of September, 2026

PER: "original signed by
Speedbit Inc. o/a Car Deals 4 U/Pairs Auto
Salim DEWANI
Director

IN WITNESS WHEREOF the Supplier, has on the 12 day of September, 2026

PER: "original signed by
Speedbit Inc. o/a Car Deals 4 U/Pairs Auto
Siddhant DEWANI
Director

ACCEPTED by the Director of Fair Trading on the 15 day of September, 2026.

PER: "original signed by
Katie Lockton
Director of Fair Trading
(as delegated)