

STATE OF MINNESOTA
IN COURT OF APPEALS
A23-1558



Amarjit Singh,

Appellant,

ORDER OPINION

vs.

Hennepin County District Court
File No. 27-CV-22-18008

Dr. Kumar Belani,

Respondent,

Surinder Singh,

Respondent,

Kanwaljit Singh,

Respondent.

Considered and decided by Connolly, Presiding Judge; Gaïtas, Judge; and Larson, Judge.

BASED ON THE FILE, RECORD, AND PROCEEDINGS, AND BECAUSE:

1. Self-represented appellant Amarjit Singh appeals the district court's decision to grant respondent Dr. Kumar Belani's motion for summary judgment.
2. The following facts are not in dispute and are taken in the light most favorable to Singh: Singh and his two brothers, respondents Surinder Singh and Kanawaljit

Singh,¹ were business partners; Belani loaned Singh's brothers money; in April 2013, as security for the loan, Singh and his wife issued a \$175,195.39 mortgage to Belani on real property in Greenfield, Minnesota (the property); in October 2013, the loan was in default; in March 2016, Belani foreclosed on the property; and a sheriff's sale for the property occurred in June 2016.

3. In December 2022, Singh commenced an action against Belani. Singh alleged that Belani never contacted him "regarding the problem of collecting the loan payments" even though Singh tried to contact Belani once he learned "there were payment problems." He also claimed that "Belani foreclosed the property . . . without his acknowledgment" and did not "send any written notice."

4. In May 2023, Belani moved for summary judgment. Singh did not file a response. The district court granted Belani's motion. First, the district court construed the complaint as alleging a breach-of-contract claim and determined that Singh did not commence the action within the applicable six-year statute of limitations. *See* Minn. Stat. § 541.05, subd. 1(1) (2022). Second, with regard to Singh's claims that he received insufficient notice regarding the sheriff's sale, the district court determined that Singh failed to support his claim with "affirmative evidence."

5. We review a district court's decision to grant summary judgment *de novo*. *Hanson v. Dep't of Nat. Res.*, 972 N.W.2d 362, 371 (Minn. 2022). "We will

¹ Singh also sued his brothers. The district court entered default judgment for the brothers when Singh did not appear for a pretrial hearing, which Singh does not challenge on appeal.

affirm a grant of summary judgment if no genuine issues of material fact exist and if the [district] court accurately applied the law.” *Id.* at 371-72.

6. Singh first argues the district court erred when it concluded that he did not commence the action within the applicable six-year statute of limitations. Singh asserts that the six-year statute-of-limitations period should have been tolled until he “became aware of the sale of the property.” We disagree.

7. Under Minn. Stat. § 541.05, subd. 1(1), “a contract or other obligation, express or implied, as to which no other limitation is expressly prescribed” is subject to a six-year statute of limitations.² Under the statute, a cause of action typically begins to accrue “at the time of the alleged breach,” and that rule applies even “when the aggrieved party was ignorant of the facts constituting the breach.” *Jacobson v. Bd. of Trs. of the Tchrs. Ret. Ass’n*, 627 N.W.2d 106, 110 (Minn. App. 2001) (quotation omitted), *rev. denied* (Minn. Aug. 15, 2001).

8. Here, Belani foreclosed on the property in March 2016, and a sheriff’s sale occurred in June 2016. Any breach with respect to payment notification would have occurred before that date. Thus, at the latest, Singh needed to commence the action before June 2022. The record shows Singh dated his complaint on December 5, 2022. Therefore, the district court correctly applied the six-year statute of limitations when it granted Belani’s motion for summary judgment.

² Singh does not allege a contractual term existed that altered the six-year statute of limitations.

9. Singh also argues that the district court erred when it granted summary judgment because there is a genuine issue of material fact as to whether Belani failed to provide proper notice regarding the sheriff's sale under Minn. Stat. § 582.043 (2022). Again, we disagree.

10. Under Minn. Stat. § 582.043, subd. 5, a loan servicer must “notify a mortgagor in writing of available loss-mitigation options offered by the servicer that are applicable to the mortgagor’s loan before referring the mortgage loan to an attorney for foreclosure.” However, section 585.043 applies “only to first lien mortgages . . . that are secured by owner-occupied residential real property containing no more than four dwelling units and where the subject mortgage does not secure a loan for business, commercial, or agricultural purposes.” Minn. Stat. § 582.043, subd. 2. “[O]wner occupied’ means that the property is the principal residence of the owner.” *Id.*

11. Contrary to Singh’s argument, the available evidence in the record shows that Minn. Stat. § 582.043, subd. 5, does not apply to this case. In an affidavit, the attorney representing Belani during the property foreclosure checked a box verifying that the property did “not consist of one to four family dwelling units, one of which [Singh] occupied as [Singh’s] principal place of residency.” Singh did not present any evidence to the district court to contest the affidavit. *See Bebo v. Delander*, 632 N.W.2d 732, 737 (Minn. App. 2001), *rev. denied* (Minn. Oct. 16, 2001) (“A nonmoving party may not rely upon mere averments in the pleadings or unsupported allegations but must come forward with specific facts to satisfy its burden of production.”). In fact, Singh neither filed a

written response to Belani’s motion for summary judgment nor submitted any evidence to support his arguments.

12. Because the record presents no genuine issue of material fact to support Singh’s claims regarding the sheriff’s sale, Belani was entitled to summary judgment on this claim.

13. For these reasons, we affirm the district court’s decision to grant summary judgment in favor of Belani.

IT IS HEREBY ORDERED:

1. The district court’s order granting summary judgment is affirmed.
2. Pursuant to Minn. R. Civ. App. P. 136.01, subd. 1(c), this order opinion is nonprecedential, except as law of the case, res judicata, or collateral estoppel.

Dated: July 15, 2024

BY THE COURT



Judge Elise L. Larson