

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SANDEEP MINHAS,
Appellant,
vs.
MONIKA GILL,
Respondent.

No. 89267-COA

FILED

JUN 02 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *Elizabeth A. Brown*
DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

Sandeep Minhas appeals from a district court order denying a post-judgment motion to set aside a decree of divorce.¹ Eighth Judicial District Court, Family Division, Clark County; Bill Henderson, Judge.

Minhas and respondent Monika Gill were married in 2008 and divorced by joint decree in 2020. As part of the community property settlement agreement incorporated in the decree, Gill was awarded real property in San Jose, California, and the net proceeds for the sale of a condominium located in Fremont, California. However, these properties were owned by the SMG Trust, which was created by Minhas on October 8, 2017. Neither Minhas nor Gill mentioned or acknowledged the existence of the SMG Trust during the divorce proceedings, the SMG Trust was not mentioned in the division of property, nor was it a party to these proceedings.

As an initial matter, we note that the issues on appeal pertain to two copies of the SMG Trust, both allegedly signed and dated on October

¹We direct the clerk of this court to correct the caption to conform to the caption in this order.

8, 2017. Both copies of the trust were (without attachments) approximately 15 pages long and contained separate signature and notary pages. One copy of the SMG Trust contained a provision declaring the trust revocable and stating that the trust was governed under the laws of the State of California. The other copy contained a clause declaring the trust irrevocable and additional language adding spendthrift protections and declaring the trust governed under the laws of the State of Nevada.² Despite the conflicting copies of the trust agreement, it is undisputed that the SMG Trust was settled on October 8, 2017, and that the San Jose and Fremont properties were part of the trust corpus.

During subsequent litigation, Minhas moved to set aside the divorce decree, arguing that because the SMG Trust held the title to the real properties conveyed by the property settlement agreement, he could not convey the properties to Gill. At this time, Minhas attached a copy of the revocable SMG Trust as an exhibit to his filings.³ Later, the parties stipulated to join the SMG Trust as a party to the litigation, but rather than

²The other provisions, including beneficiary designations, are not at issue in this appeal and are not discussed here.

³Gill, in turn, filed an “objection to authenticity and/or genuineness” and “limited opposition” to the revocable version of the SMG Trust document. At a later evidentiary hearing, Gill’s counsel represented that “[the revocable version of the trust was] not the correct trust. We got a copy from Chase Bank that is an irrevocable Nevada trust.” We note that these documents were not included in the record on appeal but nevertheless take note of the district court’s docket and the representations of counsel during the evidentiary hearing. See *Johnson v. Johnson*, 93 Nev. 655, 657, 572 P.2d 925, 926 (1977) (declining to apply the rule mandating per se affirmance following omission of materials from record where the record contains information necessary to evaluate appellate arguments).

joining the SMG Trust pursuant to NRCP 19 or 20 by stipulation, Minhas filed a third-party complaint against the SMG Trust. Similar to his earlier filings, Minhas attached a copy of the revocable trust document to his complaint.

Shortly thereafter, Gill moved to strike the third-party complaint, arguing that the SMG Trust's inclusion in the litigation was not necessary as the trust had been revoked under California law. Specifically, Gill argued that, under California precedent, Minhas could (and did) unilaterally revoke the trust as to the subject properties when he signed the settlement agreement. Minhas opposed, and argued that the SMG Trust was a necessary party to the proceedings.

Two days prior to the scheduled evidentiary hearing on the motion to strike and related briefing, Minhas filed "supplemental briefing regarding inclusion of trust as third party in litigation" wherein he indicated for the first time that he recently found the original copy of the SMG Trust, which he stated was the version that indicated it was an irrevocable trust under Nevada law. Based upon this new information, Minhas now argued that the decree should be set aside under NRCP 60(b)(4) as the joint settlement agreement distributed assets owned by a third party not joined in the litigation, thus rendering it void.

At the evidentiary hearing, Gill primarily argued that principles of equitable estoppel should be applied to prohibit Minhas from relying upon the irrevocable version of the SMG Trust. Gill's counsel further argued that, when reviewing the terms of the revocable version of the SMG Trust under California law, the district court should determine that the trust had been revoked under the terms of the property settlement agreement. As noted above, Gill also acknowledged during the hearing that

she had a copy of the SMG Trust from Chase Bank that reflected it was an irrevocable trust under Nevada law. Minhas argued that because both parties had admitted the correct version of the trust was the irrevocable version governed by Nevada law, the SMG Trust was a necessary party to the proceedings, requiring the district court to set aside a portion of the divorce decree and permit him to amend his third-party complaint to address the irrevocable version of the trust.

In its order following the hearing, the district court found that the SMG Trust dated October 8, 2017, was “deemed revocable and could be unilaterally revoked by plaintiff.” The court also found that the irrevocable version of the trust, and the separate property agreement produced prior to the evidentiary hearing were deemed “inherently unreliable and of no legal impact.” Accordingly, the court dismissed Minhas’s third party complaint, found that the SMG Trust was revoked as to the San Jose and Fremont properties, directed Minhas to provide an accounting for the sale and management of those properties, and found that Gill was entitled to all benefits awarded under the divorce decree. The district court’s order made no mention of Minhas’s request for NRCP 60(b) relief.⁴ This appeal followed.

On appeal, Minhas argues that the district court abused its discretion when it determined that the SMG Trust was not a necessary party to these proceedings and denied his motion to set aside the divorce

⁴We nevertheless construe the district court’s determination that the SMG Trust was not a necessary party and its decision to grant Gill’s motion to strike the third-party complaint as a denial of Minhas’s request for NRCP 60(b) relief. *See Bd. of Gallery of Hist., Inc. v. Datecs Corp.*, 116 Nev. 286, 289, 994 P.2d 1149, 1150 (2000) (concluding that a district court’s failure to rule on a request constituted denial of that request).

decree. Gill argues that, because Minhas repeatedly affirmed that the revocable version of the trust was the correct document, the district court correctly determined that Minhas's testimony related to the irrevocable version of the trust was not credible. Thus, Gill argues that the district court's decision to strike the third-party complaint and uphold the original divorce decree was not in error.

This court reviews an order denying a motion to set aside a judgment for an abuse of discretion. *Rodriguez v. Fiesta Palms, LLC*, 134 Nev. 654, 656, 428 P.3d 255, 257 (2018). However, it is well known that appellate courts have the authority to address the issue of joinder of necessary parties sua sponte. *Univ. of Nev. v. Tarkanian*, 95 Nev. 389, 396, 594 P.2d 1159, 1163 (1979).

Having reviewed the arguments of the parties and the record on appeal, we conclude that the district court abused its discretion when it determined the SMG Trust was revocable and distributed its assets without first joining the SMG Trust in the action as a necessary party.

Under NRCP 19(a)(1):

A person who is subject to service of process and whose joinder will not deprive the court of subject-matter jurisdiction must be joined as a party if: (A) in that person's absence, the court cannot accord complete relief among existing parties; or (B) that person claims an interest relating to the subject of the action and is so situated that disposing of the action in the person's absence may: (i) as a practical matter impair or impede the person's ability to protect the interest; or (ii) leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest.

“If an entity required by NRCP 19 is not joined as a party, a district court should not enter a final order.” *Las Vegas Police Protective Ass’n, Inc. v. Eighth Jud. Dist. Ct.*, 138 Nev. 632, 636, 515 P.3d 842, 847 (2022).

Generally, our supreme court has held that, where a third party holds title to property in an action, failure to join that party is fatal to a judgment regarding that property. *See Gladys Baker Olsen Fam. Tr. v. Eighth Jud. Dist. Ct.*, 110 Nev. 548, 554, 874 P.2d 778, 782 (1994) (holding that when a trust has legal title and absolute ownership of assets which are the subject matter of the action the trust is considered an indispensable party); *Schwob v. Hemsath*, 98 Nev. 293, 294, 646 P.2d 1212, 1212 (1982) (holding that where a corporation held legal title to the property in controversy, a hardware store, and district court ordered that the hardware store be conveyed to the respondent, the corporation was an indispensable party in the action). Indeed, transferring property belonging to a third party without joinder is akin to taking “property from one person and giving it to another without a hearing” and could validly force relitigation of the issue, which violates the policy behind NRCP 19. *See Johnson v. Johnson*, 93 Nev. 655, 658, 572 P.2d 925, 926-27 (1977).

Here, neither party disputes that the SMG Trust, whether revocable or irrevocable, exists and owns the properties or the proceeds from the sale of any of the properties at issue in the district court’s order. In these circumstances, it is apparent to this court that there is a third-party trust that maintains an interest in the trust assets at issue in these proceedings.⁵ *See, e.g., Olsen Fam. Tr.*, 110 Nev. at 554, 874 P.2d at 782

⁵Gill contends that the San Jose and Fremont properties were sold following entry of the divorce decree. Based on the record before this court,

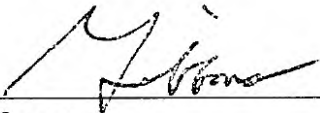
(holding that where a revocable trust has legal title and absolute ownership of assets the trust is considered a necessary party); 2 Equit. Distrib. of Prop., 4th § 6:94 (“The individual assets owned by an irrevocable trust are therefore ordinarily third-party property that cannot be divided upon divorce.”). Further, the status of the relationships between the parties does not lessen the SMG Trust’s interest in this matter, and the district court’s distribution of trust assets potentially impacts third party property rights. While Minhas is the settlor of the trust, and Gill is a beneficiary of the irrevocable version of the SMG Trust, the trustee and other named beneficiaries are not parties to this litigation. *Cf. Lopez v. Lopez*, 139 Nev 533, 539, 541 P3d. 117, 124 (Ct. App. 2023) (determining a trust was not a necessary party to divorce litigation where the parties were co-settlors, co-trustees, and co-beneficiaries of the trust); *Tsai v. Hsu*, No. 50549, 2010 WL 3270973, at *4-5 (Apr. 29, 2010) (Order of Affirmance) (concluding that a revocable inter vivos trust between spouses was not a necessary party to a divorce proceeding because the husband and wife (both co-trustees) were already parties to the litigation, and the district court’s distribution of the trust’s assets did not substantially affect the rights of nonparties).

it does not appear that the district court evaluated these assertions or admitted Gill’s exhibits on the matter into evidence. Nevertheless, we note that even if the properties had been sold, it was within the trustee’s discretion to do so under the terms of the trust, and the proceeds remained a trust asset, *See Bogert’s The Law of Trusts and Trustees* § 822 (2026) (“If a trustee sells normally productive trust property, other than corporate stock, the trustee should treat the net proceeds, including any capital gain, as trust principal because they are merely a substitute for, or replacement of, the property sold.”), unless they were distributed pursuant to the terms of the trust, which has not been addressed below.

Despite these facts, the district court interpreted the SMG Trust agreement, declared it revocable, and determined Gill was entitled to its assets without joining the trust as a necessary party. We conclude that the joinder of the SMG Trust was necessary for distribution of trust assets. *Olsen Fam. Tr.*, 110 Nev. at 554, 874 P.2d at 782. Thus, the district court's order following the evidentiary hearing is void, and we reverse the district court order for further proceedings. *Id.* We further recognize that the district court's failure to join the SMG Trust impacted its ability to evaluate whether the divorce decree should be set aside under NRCP 60(b), and we direct the district court to reconsider those arguments once the SMG Trust is joined as a party to these proceedings. Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.⁶


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

⁶Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.

cc: Hon. Bill Henderson, District Judge, Family Division
Sandeep Minhas
Lee Kiefer & Park, LLP
Leavitt Law Firm
The SMG Trust
Eighth District Court Clerk