

Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: **HONORABLE MARGUERITE A. GRAYS**
Justice

IAS PART 4

-----x
MOHAMMED ALAM,

Index
No.: 13534/2015

Plaintiff(s),

Motion
Dated: April 27, 2016

-against-

Motion
Cal. No.: 4

MD GIAS UDDIN,

Motion
Seq. No.: 3

Defendant(s).
-----x

The following papers numbered 1-5 read on this motion by plaintiff Alam for an Order: (1) directing the defendant to submit an accounting for the period when defendant had sole control of the business; (2) directing defendant to submit all documentation, including bank statements showing the expenses and profits of said business during the period when the defendant had sole control of the business; (3) directing the defendant to submit forthwith to plaintiff all profits owed to plaintiff during the period that defendant had sole control of the business and (4) granting the plaintiff sole control of the business pending the outcome of this matter, excluding the defendant from the business until such time as the partnership is dissolved and the plaintiff receives his equitable share of the business. Defendant Uddin cross-moves for an Order: (1) pursuant to CPLR §3212, directing the entry of summary judgment in favor of the defendant, dismissing the plaintiff's complaint in its entirety; (2) staying the matter pursuant to CPLR §3211(a); (3) prohibiting Plaintiff from harassing him at his home and place of business and (4) requiring Plaintiff to return Corporate records allegedly taken from Defendant.

Notice of Motion - Affid.-Exhibits.....
Notice of Cross-Motion-Exhibits.....

PAPERS
NUMBERED

1-4
5

FILED
SEP 14 2016
COUNTY CLERK
QUEENS COUNTY

Upon the foregoing papers it is ordered that this motion and cross-motion are determined as follows:

The underlying facts of this action are more fully set forth in Motion Sequence Number "2". Briefly, however, the defendant MD Gias Uddin (Defendant) is an officer and President of Bhat and Chowdhury Inc. (the store), a general merchandise store. Plaintiff Alam alleges that in 2012, he entered into a Partnership Agreement (the Agreement) with Defendant. Defendant, however, denies the validity of the Agreement, contending that his signature on the Agreement was forged. In support of this contention, Defendant has annexed a reply from the Secretary of State acknowledging his filed complaint of forgery.

Defendant further asserts that if the Court were to uphold the Agreement, the matter should be stayed because of the arbitration clause in the Agreement. Defendant also contends that he is the sole officer of the corporation, supported by his annexed Lease agreement and Corporate listing from the Secretary of State's website. Moreover, Defendant alleges that after denying Plaintiff's request for partnership, Plaintiff took the corporate records, the Lease to the store, Defendant's driver's license and social security card and \$1,200 in cash. Also, Defendant claims Plaintiff has harassed him by shouting obscenities at his place of business and by blocking Plaintiff's car.


Plaintiff alleges that both parties formed a partnership in 2012 and evenly split duties and profits at the store. Plaintiff denies Defendant's allegations of forgery, harassment and theft.

In light of the conflicting affidavits submitted in support and in opposition to the motion, the plaintiff's motion is granted solely to the extent of setting this matter down for a conference at I.A. Part 4 on **October 14th, 2016** at 10:00 a.m.

As to the defendant's cross-motion, the identical relief, which was sought and addressed in the Order of this Court dated August 22, 2016, (Motion Sequence Number "2"), is denied as academic.

Dated:

AUG 25 2016


MARGUERITE A. GRAYS

J.S.C.

