

**SUPREM COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS**

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**MOHAMMAD ALAM,**

**Plaintiff,**

**-against-**

**MD GIAS UDDIN,**

**Defendant.**

-----X

**Index No:**  
**Date Purchased:**

13534/15

**SUMMONS**


**Plaintiff designates Queens  
County as the place of trial.**

**The basis of venue is:  
Place of Business  
90-19 31<sup>st</sup> Ave., E. Elmhurst  
11369 – Queens County**

**To the above named Defendant:**

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your **failure to appear or answer**, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Queens, New York  
November 9, 2015

  
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MIRIAM JANICKI-CRESPO, ESQ.  
Attorney for Plaintiff  
83-13 Northern Blvd., 1<sup>st</sup> Fl.  
Jackson Heights, NY 11372  
(718) 205-8420

TO: MD Gias Uddin  
377 Ocean OJWY 5A  
Brooklyn, NY 11218

**SUPREM COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS**

-----X

**Index No.**

**MOHAMMAD ALAM,**

**Plaintiff,**

**VERIFIED  
COMPLAINT.**

**MD GIAS UDDIN,**

**Defendant.**

-----X

STATE OF NEW YORK        )  
  ss:  
COUNTY OF QUEENS        )

I, Mohammad Alam, duly sworn, deposes and says:

1. I, Mohammad Alam, am the Plaintiff in the within action, and as for my complaint against the Defendant, state as follows:
2. I, the Plaintiff, Mohammad Alam, reside in the County of Queens, State of New York.
3. Upon information and belief, the Defendant, MD Gias Uddin, is a resident of the County of Kings, State of New York.
4. On November 5, 2012 the Plaintiff and Defendant entered into a Partnership Agreement, whereby the parties agreed to form a partnership under the corporation BHAT AND CHOWDHURY, INC., a corporation duly organized and authorized to do business under the laws of the State of New York, with its principal place of business at 9019 31<sup>st</sup> Avenue, Ste.1, East Elmhurst, New York 11369. (see attached herein copy of Partnership Agreement)
5. On November 20, 2015 the parties entered into a Lease Agreement,

whereby they leased a commercial space and installed a 99 Cents Store and Mini Grocery. After two months of construction and awaiting merchandise they opened for business in January, 2013.

6. The parties acquired a tax id number and opened a business account with TD Bank, where both parties were designated as signatories. The Plaintiff took care of the finances by paying the store bills; depositing the funds in the business account and once a month after the monthly expenses and taxes due were paid, the balance/profit, was equally divided by the parties as per the partnership agreement.

7. On or about October 1, 2014 the Defendant, MD Gias Uddin, stated to the Plaintiff, that he wanted the Plaintiff to release him from the partnership and buy his interest in the business located at 9019 31<sup>st</sup> Ave., E. Elmhurst. The parties by this time had already received their initial investment of \$16,000.00 each from the initial business profits, and as such the Defendant asked for Seventy Five Thousand Dollars (\$75,000.00) as his 50% interest in said business.

8. The Plaintiff agreed to the Defendant's terms for buyout and as such the Plaintiff started giving the Defendant money toward the buyout and agreed that until said \$75,000.00 were paid in full to the Defendant would continue to collect his 50% share of the business.

9. On December 9, 2014 the Plaintiff issued the first payment to the Defendant in the amount of Nine Thousand Dollars (\$9,000.00) via Plaintiff's personal Account in TD bank, check No. 539. On December 14, 2014 the Plaintiff issued two checks to the Defendant from Plaintiff's account, one check in the amount of Five Thousand Dollars (\$5,000.00) check No. 532 and a check in the amount of Five Thousand Dollars (\$5,000.00) check No. 533. In total the Plaintiff paid to the Defendant Nineteen Thousand Dollars as the

initial payments to buy Defendant interest in said business including the corporation. The bank records show that the Defendant cashed these checks and collected the funds.

10. On or about January 1, 2015 the Defendant stated he changed his mind and preferred to buy out the Plaintiff's interest in the business. Negotiations failed between the parties. The parties continued to do business as usual. Each party would be responsible for the store 50% of the time and collect 50% of the profits.

11. On or about July 29, 2015 the Plaintiff traveled to Bangladesh to visit his Mother resting place as his mother had died recently, and as such Plaintiff and his family traveled to Bangladesh and returned to the United States on or about September 7, 2015. When the Plaintiff returned to the business, the Defendant refused to turn over the Plaintiff's profits for August and September and the Defendant's intimidation toward the Plaintiff was increasingly became more vindictive and unpredictable.

12. The parties attempted mediation in their community, but after an alleged agreement by the parties the Defendant did not comply with the agreements reached during those negotiations. Instead, the Defendant, with the help of his counsel decided to take the matters into their own hands and instead of filing an action to have the parties interest judicially settled, the Defendant used self-help to lock the Plaintiff out of the business with threats, intimidation against the Plaintiff but also against the Plaintiff's family, and illegally removing the Plaintiff's name from the business bank account, changing the locks on the business, even changing the video surveillance. The police were called several times, and the police told the Defendant until this matter is cleared up in a Court of Law you cannot lock your partner out and you must continue to allow him to take half the profits of the business as your usual practice, however the Defendant did not like that advice and handled the matter in his way even if the Defendant's

actions are criminal in nature.

13. The Defendant somehow acquired the Plaintiff's credit card information and ordered approximately, Twelve Thousand Dollars (\$12,000.00) in store merchandise, thus selling the merchandise leaving the bill for the Plaintiff and collecting the profits clean without having to pay the price for said merchandise. Not only did the Defendant take the initial \$19,000.00 given the Plaintiff in good faith but the Defendant also fraudulently used the Plaintiff's credit card without the Plaintiff's consent, another illegal act on the part of the Defendant.

**AS AND FOR A FIRST CAUSE OF ACTION**

14. Defendant, MD Gias Uddin has taken possession of the business location, locking out the Plaintiff who owns fifty percent (50%) of said business and corporation.

15. Defendant has breached the Partnership Agreement between the Defendant and the Plaintiff dated November 5, 2012, by fraudulent acts and violent intimidating actions.

16. That based on the foregoing the Plaintiff seeks an order of the court allowing the Plaintiff to take possession back immediately and excluding the Defendant from said location until such time as this matter is resolved.

**AS AND FOR A SECOND CAUSE ACTION**

17. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered 1 through 17 as if fully set forth at length herein.

18. Plaintiff and Defendant are equal partners in the business currently located at 9019 31<sup>st</sup> Avenue, East Elmhurst, NY being leased under the corporate name of BHAT AND CHOWDHURY, INC., a corporation that was formed on consent of both parties and

incorporated into their partnership agreement.

19. Said business which is designated a 99 Cents Store/Mini Grocery is owned in common or jointly by the parties herein and no person or persons other than the aforesaid parties have an interest in said business. The Defendant accepted part of the buyout funds and as such should vacate said business as agreed to by the parties and receive the Seventy Five Thousand Dollars (\$75,000.00) buy out price, less the Nineteen Thousand Dollars (\$19,000.00) already accepted by the Defendant, less the \$12,000.00 that the Defendant fraudulently used on the Plaintiff's credit card, less the unaccounted for profits for the months the Defendant refused to turn over to the Plaintiff and misappropriated the same.

**AS AND FOR A THIRD CAUSE OF ACTION**

20. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered 1 through 19 of this complaint as if fully set forth at length herein.

21. As Fifty Percent (50%) shareholder the Defendant owes a fiduciary duty To Plaintiff holder of 50% of the shares of BHAT and CHOWDHURY, INC. ("BHAT")

22. Defendant has engaged in a pattern of misappropriating the funds and assets of BHAT, to the detriment of the Plaintiff.

23. Defendant has engaged in a pattern of mismanaging the premises owned by BHAT, to the detriment of the Plaintiff.

24. Defendant has engaged in a pattern of fraudulently transferring assets of BHAT, to the detriment of the Plaintiff.

25. As a result of said actions, Defendant has breached his fiduciary duty to Plaintiff and the Defendant breached the partnership agreement.

26. The Plaintiff demands, possession of said subject business forthwith;

Exclude the Defendant from said premises, pending the resolution of this matter,; demand that the Defendant submit an accounting of all monies collected by Defendant since the lock out of the Plaintiff, pay to the Plaintiff all monies used by the Defendant belonging to the Plaintiff, and relinquish his interest in said business due to his breach of contract and breach of fiduciary duty all to the detriment of the Plaintiff. A money judgment to be entered against the Defendant for the profits to be determined in this matter.

No previous application has been made to this court or any other court for the relief sought herein.

**WHEREFORE**, Plaintiff respectfully request a judgment granting his first second and third cause of action together with costs and disbursements together with such other and further relief as to this Court may deem just and proper.

Dated: Queens, New York  
November 9, 2015

Yours, etc.,



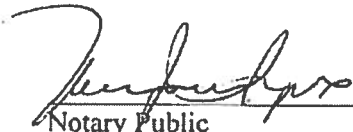
MIRIAM JANICKI-CRESPO, ESQ.  
Attorney for Plaintiff  
83-13 Northern Blvd., 1<sup>st</sup> Fl.  
Jackson Heights, NY 11372  
(718) 205-8420

**VERIFICATION**

I, Mohammad Alam, am the Plaintiff in the within Complaint seeking a judgment in reference to a breach of contract. I have read the complaint and it is correct pursuant to my own personal knowledge and observations in this matter. My statement is true as to all circumstances and facts set forth in the complaint and swear to the truth of the same except for statements made under information and belief.

  
Mohammad Alam, Plaintiff

Subscribed and Sworn before me this 9th  
Day of November, 2015

  
Notary Public

**MIRIAM JANICKI CRESPO**  
Notary Public, State Of New York  
No. 02JA5035526  
Qualified In Queens County  
Commission Expires Nov. 7, 2018



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COUNTY OF QUEENS**

-----X Index No.:

**MOHAMMAD ALAM,**

**Plaintiff,**

**-against -**

**MD GIAS UDDIN,**

**Defendant,**

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**SUMMONS AND VERIFIED COMPLAINT**

**MIRIAM JANICKI-CRESPO, ESQ.**

**Attorney for Plaintiff**

**83-15 Northern Blvd., 2<sup>nd</sup> Fl.**

**Jackson Heights, NY 11372**

**Tel: (718) 205-8420**

**Fax: (718) 205-8425**

**E-Mail: MiriamJC@aol.com**

Pursuant to 22NYCRR 130.1.1, the undersigned certifies that, upon information and belief and Reasonable inquiry, the contentions contained herein are not frivolous.

  
Miriam Janicki-Crespo, Esq.

TR. 29106.3  
Other  
13534/2015 ALAM, MOHAMMAD vs. UDD  
IM. MD GIAS  
Total: \$210.00  
Check \$210.00

Queens County Clerk's Office  
Pavm 239,3297 11/12/2015 9:13a  
Cashier MARGHERES Register # 1