

CIVIL COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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INDEX NO.: 651293/22

**IN THE MATTER OF THE APPLICATION OF
HATEM BAKR ONE-THIRD OWNER OF THE
VENDING BUSINESS LOCATED AT 1528
BROADWAY,MANHATTAN,**

Petitioner,

**OPPOSITION TO ORDER
TO SHOW CAUSE**

-against-

AHMED M. SHAKER and ALI S. ALI,

Respondents.

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PLEASE TAKE NOTICE that the Defendants AHMED M. SHAKER. and ALI S. ALI (“Defendants”) by way of their attorney Ayat Masoud, Esq. of Masoud Law Firm P.C., interpose the following Opposition to the Order to Show Cause herein as follows:

PRELIMINARY STATEMENT

Plaintiff Hatem Bakr (“Petitioner”) brings the instant action of an Order to Show Cause as against Respondents Ahmed M. Shaker and Ali S. Ali (hereinafter “Respondents”) seeking (a) dissolution and/or enforcement of the Sales Agreement; (b) allowing petitioner to occupy the location of W. 45th Street & Broadway in front of 1528 Broadway (herein “Premises”); and (c) awarding petitioner his share of profits from the vending business dating back to September 2021.

OPPOSITION ARGUMENT

As a threshold matter, the relief sought by Petitioner against Respondents must be denied as the Sales Agreement makes a sale for rights to a physical address and location owned by the

City of New York. The Sales Agreement states that the entirety of the agreement is based upon the sale of a mobile food vending operating location (spot) in front of 1528 Broadway at W. 45th Street Manhattan (Times Square). However, a sale of a public New York City sidewalk is restricted by law in accordance with Article 89 of the New York City Health Code, Chapter 6 of Title 24 of the Rules of the City of New York, and Title 17 of the New York City Administrative Code: Food Vendors. *See Exhibit A.*

Moreover, Petitioner fails to establish or produce any evidence of a partnership agreement of the actual food cart operation of Respondents, but only produces a 2 page Sale Agreement for the sale of a space on a New York City public sidewalk. Food cart vendors have the right to select a public space so long as they hold a permit by the NYC Department of Health.

“Public space” shall mean all publicly owned property between the property lines on a street as such property lines are shown on City records including, but not limited to, a park, plaza, roadway, shoulder, tree space, sidewalk or parking space between such property lines. *Article 89 of the NYC Health Code: Food Vending.* Petitioner attempts to establish the sale of the Premises which is located in a Public Space.

Furthermore, the Sale Agreement provided by Petitioner states that Respondents received \$60,000.00 (Sixty Thousand Dollars) in full upon signing the Sale Agreement. However, Respondents present an Affidavit from the Notary Public who witnessed the signatures of the Sale Agreement, which states that he did not observe any money being given to the Respondents. *See Exhibit B.*

On the contrary, Respondents produce two affidavits from individuals who witnessed the named Respondents give Petitioner \$60,000.00 (Sixty Thousand Dollars) on or about November 2019, relieving Respondents from any and all business relations with Petitioner. *See Exhibit C.* Respondents also provide a copy of a NYC Criminal Court Complaint with charges against Petitioner for bribery and extortion of \$50,000.00. *See Exhibit D.*

CONCLUSION

Wherefore, for the reasons set forth herein, it is respectfully requested that Petitioner's Order to Show Cause be denied in its entirety with prejudice, together with such other and further relief as this Court shall deem just and proper.

Dated: May 19, 2022
Brooklyn, New York

Respectfully Submitted,

MASOUD LAW FIRM, P.C.

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