

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D81005
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_____AD3d_____

Argued - November 20, 2025

COLLEEN D. DUFFY, J.P.
FRANCESCA E. CONNOLLY
LAURENCE L. LOVE
SUSAN QUIRK, JJ.

2024-09043

DECISION & ORDER

Nicola Ramnath, et al., appellants, v Jorge Yanez,
respondent.

(Index No. 530660/22)

Johnson & Associates, New York, NY (Bruce D. Johnson of counsel), for appellants.

Robert Giusti, Esq. & Associates, PLLC, Bayside, NY, for respondent.

In an action, inter alia, for specific performance of a contract for the sale of real property, the plaintiffs appeal from an order of the Supreme Court, Kings County (Katherine Levine, J.), dated May 1, 2024. The order, insofar as appealed from, denied the plaintiffs' motion for summary judgment on the cause of action for specific performance of a contract for the sale of real property.

ORDERED that the order is reversed insofar as appealed from, on the law, with costs, and the plaintiffs' motion for summary judgment on the cause of action for specific performance of a contract for the sale of real property is granted.

In June 2022, the plaintiffs entered into a contract to purchase certain commercial real property from the defendant. In October 2022, the plaintiffs commenced this action, inter alia, for specific performance of the contract. In June 2023, the plaintiffs moved for summary judgment on the cause of action for specific performance of the contract. The defendant opposed the motion. In an order dated May 1, 2024, the Supreme Court, inter alia, denied the motion. The plaintiffs appeal.

"A court should interpret a contract . . . in accordance with its plain and ordinary meaning, and should arrive at a construction that will give fair meaning to all of the language employed by the parties to reach a practical interpretation of the[ir] expressions . . . so that their reasonable expectations will be realized" (*Kirk v Kirk*, 207 AD3d 708, 711 [citation and internal quotation marks omitted]). "The fundamental, neutral precept of contract interpretation is that

agreements are construed in accord with the parties' intent and the best evidence of what parties to a written agreement intend is what they say in their writing" (*Orlando v County of Putnam*, 208 AD3d 503, 504 [internal quotation marks omitted]). Thus, "a written agreement that is complete, clear[,] and unambiguous on its face must be enforced according to the plain meaning of its terms" (*25 Bay Terrace Assoc., L.P. v Public Serv. Mut. Ins. Co.*, 194 AD3d 668, 670 [internal quotation marks omitted]). "The threshold question of whether a contract is unambiguous, and the subsequent construction and interpretation of an unambiguous contract, are issues of law within the province of the court" (*Klein v Signature Bank, Inc.*, 204 AD3d 892, 895 [internal quotation marks omitted]).

Here, the contract, among other things, provided that the property would be sold with all "notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department" and that "[a]ll obligations affecting the [property] pursuant to the Administrative Code of the City of New York" would be discharged by the buyer at or prior to closing. The contract also provided that the seller had to convey "fee simple title" to the property, "free of all encumbrances, except as otherwise herein stated."

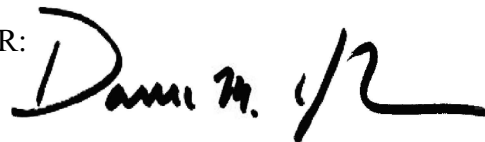
The property was encumbered by certain judgments originating from the New York City Environmental Control Board (hereinafter the ECB) for unpaid fines and violations. According to the New York City Charter, "[a]ny final order of the [ECB] imposing a civil penalty . . . shall constitute a judgment rendered by the [ECB] which may be entered in the civil court of the city of New York or any other place provided for the entry of civil judgments within the state" (New York City Charter § 1049-a[d][1][g]). Additionally, ECB judgments "may be enforced without court proceedings in the same manner as the enforcement of money judgments entered in civil actions" (*id.*). As such, the docketed judgments are liens against the property (*see Myrtle 684, LLC v Tauber*, 189 AD3d 1431, 1433; *Matter of Fischer v Chabbott*, 178 AD3d 923, 925). Under the unambiguous provisions of the contract, the defendant was required to discharge these nonexempt encumbrances at or prior to closing (*see South Shore Eye Care, LLP v Lane*, 242 AD3d 792; *Klein v Signature Bank, Inc.*, 204 AD3d at 895).

Thus, the plaintiffs established, *prima facie*, that the defendant failed to perform under the contract by conveying the property "free of all encumbrances, except as otherwise herein stated" (*see Valentin Plaza, LLC v 228 Bushwick, LLC*, 186 AD3d 780, 781). In opposition, the defendant failed to raise a triable issue of fact. Accordingly, the Supreme Court should have granted the plaintiffs' motion for summary judgment on the cause of action for specific performance of the contract.

The plaintiffs' remaining contentions need not be addressed in light of our determination.

DUFFY, J.P., CONNOLLY, LOVE and QUIRK, JJ., concur.

ENTER:

A handwritten signature in black ink, appearing to read "Darrell M. Joseph", followed by a stylized flourish or date "1/2".

Darrell M. Joseph
Clerk of the Court