

Ragunandan v Badoolah

2011 NY Slip Op 31488(U)

June 6, 2011

Sup Ct, Queens County

Docket Number: 5530/2011

Judge: Robert J. McDonald

Republished from New York State Unified Court
System's E-Courts Service.

Search E-Courts (<http://www.nycourts.gov/ecourts>) for
any additional information on this case.

This opinion is uncorrected and not selected for official
publication.

is a permanent injunction, rescission of deeds, transfer of properties back to the plaintiff and money damages in the sum of \$442,390.00.

In her affidavit dated March 3, 2011, the plaintiff states that she resides in a one-family house located at 101-68 121st Street in Queens County. She also owns a two-family house at 111-27 169th Street and a mixed commercial and residential property at 116-04 Rockaway Boulevard. Plaintiff states that in 2009, as a result of financial difficulties defendant Badoolah arranged for her to execute deed to her property at 11-27 169th Street, Jamaica, New York to defendant Abdelaziz Tatou. She also executed a deed to her property at 101-68 121st Street to defendant Garcia & Weinstein Holding Company and executed a deed to her property at 116-04 Rockaway Boulevard to defendant John Harrison, LLC. In her affidavit she states that her understanding was that Mr. Badoolah was not going to file the deeds. However, she states that she learned in 2011 that the deeds were filed and recorded in December 2010. She states that she believes that defendant Badoolah is now seeking to sell the properties. She also states that the defendant helped her arrange the sale of another of her properties at 111-29 169th Street which was conveyed to her relatives. She states that she believed the proceeds of that sale in the amount of \$445,838.43 were going to be used to satisfy the mortgage at 101-68 121st Street, but instead the proceeds went to

two other entities, AMG 3 LLC and Maryann Smith LLC. The plaintiff is now seeking an order restraining defendant Badoolah from selling, transferring, mortgaging or conveying her properties pending the determination of the underlying action and for an order directing AMG 3 LLC, and Maryann Smith to deposit the proceeds of the sale of her property into Court or into an attorney's escrow fund.

None of the defendants submitted opposition to the motion.

In order to demonstrate entitlement to a preliminary injunction, the movant must establish (1) a probability of success on the merits, (2) the danger of irreparable harm in the absence of injunctive relief, and (3) a balance of the equities in favor of the movant (see Matter of Advanced Digital Sec. Solutions, Inc. v Samsung Techwin Co., Ltd., 53 AD3d 612 [2d Dept. 2008]; Montauk-Star Is. Realty Group v Deep Sea Yacht & Racquet Club, 111 AD2d 909[2d Dept. 1985]). "A court evaluating a motion for a preliminary injunction must be mindful that the purpose of a preliminary injunction is to maintain the status quo, not to determine the ultimate rights of the parties (Masjid Usman, Inc. v Beech 140, LLC, 68 AD3d 942 [2d Dept. 2009]; also see Matter of Wheaton/TMW Fourth Ave., LP v New York City Dept. of Bldgs., 65 AD3d 1051 [2d dept. 2009]; Coinmach Corp. v Alley Pond Owners Corp., 25 AD3d 642 [2d Dept. 2006]).

Therefore, the motion not having been opposed by the defendants, this court finds that the plaintiff has established a probability of success on the merits and the danger of irreparable harm in the absence of injunctive relief. Further, a balancing of the equities likewise favors the granting of preliminary injunctive relief to maintain the status quo pending the resolution of the action (see Masjid Usman, Inc. v Beech 140, LLC, 68 AD3d 942 [2d Dept. 2009]; S.P.Q.R. Co., Inc. v United Rockland Stairs, Inc., 57 AD3d 642 [2d Dept. 2008]; Jiggetts v Perales, 202 AD2d 341 [1st Dept. 1994]).

Accordingly, that branch of the motion for an order restraining the defendants IMRAN BADOOLAH, ABDELAZIZ TATOU, JOHN HARRISON LLC, GARCIA & WEINSTEIN HOLDING CORP., AMG 3 LLC, and MARYANN SMITH LLC, during the pendency of this action, from directly or indirectly selling, transferring, conveying, mortgaging or in any way encumbering the real property known as 111-27 169th Street, 101-68 121st Street and 116-04 Rockaway Boulevard all in the County of Queens is granted.

The foregoing is conditioned upon filing an undertaking in accordance with CPLR 6312(b), which amount shall be fixed in the order to be entered hereon. Upon settlement of the order, the plaintiff may submit proof and a recommendation as to the amount of the undertaking.

That branch of the motion for an order directing AMG 3 LLC to deposit with the Court the sum of \$70,000 and an order directing Maryann Smith LLC to deposit with the Court the sum of \$372,390.00, pending the outcome of the action, is denied. As to this cause of action the plaintiff has an adequate remedy in the form of monetary damages (see Stangel v Zhi Dan Chen, 74 AD3d 1050 [2d Dept. 2010]; Main Evaluations v State of New York, 296 AD2d 852 [4th Dept. 2002]; Elpac, Ltd. v Keenpac N. Am., 186 AD2d 893 [3d Dept. 1992]; Somers Assoc. v Corvino, 156 AD2d 218 [1st Dept. 1989]).

Settle Order on Notice.

Dated: June 6, 2011
Long Island City, N.Y.

ROBERT J. MCDONALD
J.S.C.