

ICICI Bank UK PLC Antwerp Branch v Manilal

2020 NY Slip Op 31606(U)

May 27, 2020

Supreme Court, New York County

Docket Number: 162082/2018

Judge: W. Franc Perry

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. W. FRANC PERRY PART IAS MOTION 23EFM

Justice

INDEX NO. 162082/2018
MOTION DATE 01/23/2020
MOTION SEQ. NO. 001 003 004 006

ICICI BANK UK PLC ANTWERP BRANCH

Plaintiff,

- v -

SALIL MANILAL,

Defendant.

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 3, 4, 5, 6, 12, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 73, 74, 101

were read on this motion to/for SUMMARY JUDGMENT (BEFORE JOIND)

The following e-filed documents, listed by NYSCEF document number (Motion 003) 54, 55, 56, 57, 58, 59, 60, 61, 62, 71, 89, 94, 95, 96, 97, 98, 99, 100, 102, 105, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123

were read on this motion to/for APPOINT - FIDUCIARY

The following e-filed documents, listed by NYSCEF document number (Motion 004) 63, 64, 65, 66, 67, 68, 69, 70, 72, 86, 87, 90, 103, 106, 124

were read on this motion to/for LEAVE TO FILE

The following e-filed documents, listed by NYSCEF document number (Motion 006) 75, 76, 77, 78, 79, 80, 81, 82, 91, 92, 93, 104, 107, 125, 126, 127

were read on this motion to/for AMEND CAPTION/PLEADINGS

The following e-filed documents, listed by NYSCEF document number (Motion 006) 75, 76, 77, 78, 79, 80, 81, 82, 91, 92, 93, 104, 107, 125, 126, 127

were read on this motion to/for EXTEND - TIME

In motion sequence number 001, plaintiff ICICI Bank UK PLC Antwerp Branch (ICICI) seeks summary judgment in lieu of complaint, pursuant to CPLR 3213 and 5303, against defendant Salil Manilal (Manilal), to enforce a judgment obtained against Manilal in the courts of Belgium. Manilal opposes the motion and cross-moves, inter alia, to dismiss this action for lack of personal jurisdiction based on improper service of process or, alternatively, on the ground

that the English translation of the Belgian judgment attached to ICICI's motion papers does not satisfy CPLR 2101 (b) because it is not accompanied by a translator's affidavit setting forth the translator's qualifications and the accuracy of the English version.

In motion sequence number 003, ICICI moves for the appointment of a receiver, pursuant to CPLR 5228 (a). Manilal opposes the motion and cross-moves to vacate certain portions of an amended ex parte order of attachment confirmed by an order of this Court on April 24, 2019.

In motion sequence number 004, ICICI seeks to supplement the record in motion sequence number 001.

In motion sequence number 006, ICICI seeks an order, inter alia, disregarding the filing and service of a Second Amended Notice of Motion without leave of court and/or granting it leave, nunc pro tunc, to amend its Notice of Motion.

Motion sequence numbers 001, 003, 004, and 006 are consolidated for disposition.

BACKGROUND

Plaintiff ICICI is an international bank with a registered branch in Antwerp, Belgium. ICICI alleges that defendant Manilal and non-party Ramesh Ghandi, were both directors of a diamond company known as "NV Beltaj" (Beltaj). According to ICICI, in September 2006, Beltaj and ICICI entered into (i) a loan agreement through which ICICI granted a loan to Beltaj in the amount of \$ 9 million as principal, and (ii) a pledge agreement whereby Beltaj pledged to ICICI certain receivables from its trading partners pursuant to the sale of diamonds. The loan agreement between Beltaj and ICICI was renewed in January 2010.

ICICI further alleges that beginning in March 2012, Beltaj materially breached its agreements with ICICI and that its obligations under the loan and pledge agreements were no longer met. In addition, the assets pledged to ICICI were diverted to related companies by

engaging in contractually prohibited set-offs. According to ICICI, it sent a registered letter to Manilal on July 17, 2012, in his capacity as managing director of Beltaj, followed by a notice of default to Beltaj on September 3, 2012 and a notice of default from ICICI's counsel to Beltaj on March 6, 2013. ICICI asserts that on March 30, 2010, Manilal stripped Beltaj of substantial assets, by transferring diamonds valued at over \$ 6 million from Beltaj to another of his companies, Belgian BVBA Shane (Shane Belgium) without any consideration, and as a result, Beltaj was forced into bankruptcy.

ICICI asserts that in the course of Beltaj's bankruptcy, ICICI declared preferential liabilities of € 6,675,300.94 and that this claim was accepted by the bankruptcy administrators. Thereafter, Shane Belgium was ordered, by way of judgment of the Antwerp Commercial Court on November 14, 2014, to pay \$ 8 million to ICICI. Shane Belgium thereafter entered into voluntary bankruptcy proceedings.

In May 2014, ICICI commenced an action against Manilal and Gandhi in the Antwerp Commercial Court for, among other things, claims premised upon Belgian director liability laws. ICICI sought an order directing Manilal and Gandhi to pay ICICI an amount equal to the net liabilities of Beltaj, estimated as \$ 8,971,125.10, as compensation for their liability as directors of Beltaj, plus statutory interest up to the date of payment. Additionally, ICICI sought an order directing Manilal and Gandhi to pay legal costs, estimated as € 17,682.86. Manilal appeared in the Belgian action and was represented by counsel throughout the proceeding.

In a judgment dated March 16, 2016, the Antwerp Commercial Court ruled in favor of ICICI and against Manilal and Gandhi. On October 31, 2016, Manilal appealed to the Antwerp Court of Appeal, seeking, *inter alia*, a reversal of the lower court's judgment in favor of ICICI. The Antwerp Court of Appeal thereafter entered a judgment, dated February 22, 2018, in

favor of ICICI and jointly and severally against Manilal and Gandhi, (a) in the amount of € 4,327,800, plus statutory interest from the date of the claim statement to the date of the full payment and (b) in the amount of € 34,500 for the costs of the underlying proceedings before the Antwerp Commercial Court, as well as the appeal before the Antwerp Court of Appeal (Belgian Judgment and English Translation of Judgment, NYSCEF Doc. No. 5, Exhibits 1 & 2 to Affidavit of Joris De Vos).

In December 2018, ICICI filed a summons with notice of motion for summary judgment in lieu of complaint in this Court, seeking recognition and enforcement of the Belgian judgment, plus post-judgment interest, costs, and attorneys' fees (NYSCEF Doc. Nos. 1 & 3).

DISCUSSION

Motion Sequence Number 001

In motion sequence number 001, ICICI seeks an award of summary judgment in lieu of complaint, pursuant to CPLR 3213 and 5303, against defendant Manilal to enforce the Belgian judgment. Manilal cross-moves to dismiss this action and to vacate the order of attachment as void ab initio.

CPLR 3213 provides, in pertinent part, that “[w]hen an action is based upon an instrument for the payment of money only or upon any judgment, the plaintiff may serve with the summons a notice of motion for summary judgment and the supporting papers in lieu of a complaint.” This section of the CPLR was “intended to provide a speedy and effective means of securing a judgment on claims presumptively meritorious” (*Interman Industrial Prods, v R. S. M. Electron Power*, 37 NY2d 151, 154 [1975] [quotation marks and citations omitted]). “A party utilizing this accelerated judgment procedure prevails if, upon all the papers and proof submitted, the cause of action . . . shall be established sufficiently to warrant the court as a matter of law in

directing judgment for the plaintiff. A defendant can defeat a CPLR 3213 motion by offering evidentiary proof sufficient to raise a triable issue of fact” (*Banco Popular N. Am. v Victory Taxi Mgt.*, 1 NY3d 381, 383 [2004] [internal quotation marks and citations omitted]).

Summary judgment in lieu of complaint, together with article 53 of the CPLR, is an appropriate vehicle when a party seeks enforcement, or recognition, of an out of country money judgment (CPLR 5303 [“Such a foreign judgment is enforceable by an action on the judgment (or) a motion for summary judgment in lieu of complaint”]). Article 53 of the CPLR applies to “any foreign country judgment which is final, conclusive and enforceable where rendered even though an appeal therefrom is pending or it is subject to appeal” (CPLR 5302).

“New York has traditionally been a generous forum in which to enforce judgments for money damages rendered by foreign courts. Historically, New York courts have accorded recognition to the judgments rendered in a foreign country under the doctrine of comity . . . [a]bsent some showing of fraud in the procurement of the foreign country judgment or that recognition of the judgment would do violence to some strong public policy of this State” (*Abu Dhabi Commercial Bank PJSC v Saad Trading, Contr. & Fin. Servs. Co.*, 117 AD3d 609, 610 [1st Dept 2014] [internal quotation marks and citations omitted]). “Significantly, [in] proceeding under article 53, the judgment creditor does not seek any new relief against the judgment debtor, but instead merely asks the court to perform its ministerial function of recognizing the foreign country money judgment and converting it into a New York judgment” (id. at 611 [internal quotation marks and citations omitted]).

A foreign country judgment will be recognized in New York, “unless a ground for nonrecognition under CPLR 5304 is applicable” (*John Galliano, S.A. v Stallion, Inc.*, 15 NY3d 75, 80 [2010], cert denied 562 US 893 [2010]). Section 5304 (a) of the CPLR states that “[a]

foreign country judgment is not conclusive if . . . the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law" (CPLR 5304 [a][1] or "the foreign court did not have personal jurisdiction over the defendant" (CPLR 5304 [a] [2])). Section 5304 (b) permits nonrecognition on eight other grounds.

Here, ICICI makes an uncontroverted showing that the Belgian judgment is final and that the grounds for mandatory non-recognition under CPLR 5304 (a) are not applicable (see Affidavit of Joris De Vos, NYSCEF Doc. No. 5). In opposition, Manilal does not challenge the fundamental fairness of Belgium's system of justice and court procedures or whether the Belgian court had personal jurisdiction over him. Nor does he raise any issue regarding the Supreme Court's discretionary power to deny recognition of the Belgian judgment under any of the conditions set forth in CPLR 5304 (b). Rather, he opposes ICICI's motion on the ground that ICICI never properly served him with process in this action. Alternatively, he argues that the English translation of the Belgian judgment attached to ICICI's motion papers does not satisfy CPLR 2101(b) because it is not accompanied by a translator's affidavit setting forth the translator's qualifications and the accuracy of the English version. Both arguments are unavailing.

As is relevant here, CPLR 306-b provides that:

Service of the . . . summons with notice . . . shall be made within one hundred twenty days after the commencement of the action If service is not made upon a defendant within the time provided in this section, the court, upon motion, shall dismiss the action without prejudice as to that defendant, or upon good cause shown or in the interest of justice, extend the time for service.

Here, ICICI filed the summons and notice of motion on December 21, 2018 (NYSCEF Doc. No. 1). Therefore, in order to satisfy the 120-day time frame set forth in CPLR 306-b, ICICI had to serve Manilal with the summons and notice of motion by April 20, 2019. “CPLR 308 sets forth the different ways in which service of process upon an individual can be effected in order for the court to obtain jurisdiction over that person” (*Washington Mut. Bank v Murphy*, 127 AD3d 1167, 1174 [2d Dept 2015]). As relevant here, CPLR 308 (2) states that “[p]ersonal service upon a natural person shall be made by” “delivering the summons within the state to a person of suitable age and discretion at the actual place of business, dwelling place or usual place of abode of the person to be served and by either mailing the summons to the person to be served at his or her last known residence or by mailing the summons by first class mail to the person to be served at his or her actual place of business.” “Jurisdiction is not acquired pursuant to CPLR 308 (2) unless both the delivery and mailing requirements have been strictly complied with” (*CitiMortgage, Inc. v Twersky*, 153 AD3d 1230, 1232 [2d Dept 2017] [quotation marks and citations omitted]).

ICICI filed two affidavits with respect to service of the summons and motion papers in the instant action. In the first affidavit of service, the process server states that on April 18, 2019, he delivered the “SECOND AMENDED NOTICE OF MOTION FOR SUMMARY JUDGMENT IN LIEU OF COMPLAINT, SUMMONS, AFFIDAVIT OF DAVID FINKEL, EXHIBITS, MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT IN LIEU OF COMPLAINT, NOTICE OF MOTION FOR SUMMARY JUDGMENT IN LIEU OF COMPLAINT AND RJ1 ” to a person of suitable age and discretion at Manilal’s alleged actual place of abode in New York, on East 47th Street in Manhattan, and by mailing those documents to the same address (NYSCEF Doc. No 33).

The second affidavit of service states that on April 19, 2019, Manilal was served with the “AMENDED NOTICE OF MOTION FOR SUMMARY JUDGMENT IN LIEU OF COMPLAINT,” also by service on a person of suitable age and discretion at the same address and that the statutorily required mailing was completed the same day (NYSCEF Doc. No 34). Notably, the only difference between the original notice of motion (NYSCEF Doc. No. 003), the amended notice of motion (NYSCEF Doc. No. 12), and the second amended notice of motion (NYSCEF Doc. No. 32) are the return dates – March 8, 2019, May 8, 2019, and May 22, 2019, respectively.

The affidavits of service submitted by ICICI establish that Manilal was served with the summons, notice of motion, amended notice of motion, and second amended notice of motion for summary judgment in lieu of complaint, along with all of the supporting papers, by April 19, 2019. By serving Manilal before April 20, 2019, ICICI satisfied the 120-day time frame set forth in CPLR 306-b.

Manilal argues that service was not made as of that date because ICICI failed to obtain leave from the court pursuant to CPLR 3025 (b) before serving the second amended notice of motion for summary in lieu of complaint. This contention is without merit. CPLR 3025 (b) states that “[a] party may amend his or her pleading, or supplement it by setting forth additional or subsequent transactions or occurrences, at any time by leave of court or by stipulation of all parties” (emphasis added). A notice of motion is not a pleading. Therefore, CPLR 3025 (b) is inapplicable. Moreover, the second amended complaint does not set forth any additional or subsequent transactions or occurrences. It merely sets a later return date for the motion.

Manilal further contends that the action should be dismissed because ICICI noticed the motion to be heard prior to his deadline to appear and respond. As relevant here, CPLR 3213

provides that the “minimum time [a motion seeking summary judgment in lieu of complaint] shall be noticed to be heard shall be as provided by subdivision (a) of rule 320 for making an appearance, depending upon the method of service.” In pertinent part, CPLR 320 (a) states that “if the summons was served on the defendant . . . pursuant to [CPLR 308(2)], the appearance shall be made within thirty days after service is complete.”

Here, service was made on defendant pursuant to CPLR 308 (2), which provides that service is not complete until ten days after the affidavit of service has been filed with the clerk of the court. In this case, the second affidavit of service was filed with the court on April 19, 2020. Thus, service was complete on April 29, 2019 (i.e., 10 days after the filing of proof of service). Pursuant to CPLR 3213, the minimum time for noticing the motion for summary judgment in lieu of complaint was May 29, 2019 (i.e., 30 days from April 29, 2019). None of the notices of motion submitted by ICICI set a return date after May 29, 2019. Therefore, Manlial is correct in arguing that ICICI failed to strictly comply with the time requirements of CPLR 3213. However, several trial courts have held that where a defendant appears and opposes the motion on the merits, the court may disregard the fact that the return date did not satisfy the time requirements set forth in CPLR 3213 (see *Kosachuk v Quality Choice Healthcare, Inc.*, 2019 NY Slip Op 32871 [U], ** 3 [Sup Ct, NY County, 2019]; *JPMorgan Chase Bank v Lucia*, 2019 NY Misc LEXIS 1473, *8 [Sup Ct, Dutchess County, 2019]; *Plaza 400 Owners Corp. v Resnicoff*, 168 Misc 2d 837 [Civ Ct, NY County 1996]; *Flushing Natl. Bank v Brightside Mfg.*, 59 Misc 2d 108 [Sup Court, Queens County 1969] cf. *Putnam County Natl. Bank of Carmel v Bischofsberger*, 82 Misc 2d 915 [County Ct, Putnam County 1975]).

This court is in agreement with that proposition inasmuch as it comports with the general premise that “[w]hen a defendant participates in a lawsuit on the merits, he or she indicates an

intention to submit to the court's jurisdiction over the action, and by appearing informally in this manner, the defendant confers in personam jurisdiction on the court" (*Taveras v City of New York*, 108 AD3d 614, 617 [2d Dept 2013], citing *Rubino v City of New York*, 145 AD2d 285 [1st Dept. 1989]; see also *Goldstein v Saltzman*, 13 Misc 3d 1023, 1026-1027 [Sup Ct, Nassau County, 2006 ["By appearing and contesting on the merits, the defendant waives any issue regarding the adequacy of the notice"]]). It also furthers the intent of CPLR 3213, which is "to provide a speedy and effective means of securing a judgment on claims presumptively meritorious" (*Interman Industrial Products, Ltd. v R. S. M. Electron Power, Inc.*, 37 NY2d at 154; see *Flushing Nat. Bank v Brightside Mfg. Inc.*, 59 Misc 2d at 109 [stating that given the intent of the statute, courts should not set up "hyper-technical barriers"]]).

Here, Manilal responded to ICICI's motion and filed a cross motion that is not limited to the short service issue, but also challenges the action on the merits. There is no evidence that Manilal suffered any prejudice as a result of the short service. As such, the court will disregard the fact that the return date did not satisfy the time requirements set forth in CPLR 3213. Manilal argues the court may not disregard ICICI's failure to satisfy the time requirements of CPLR 3213, drawing this court's attention to *National Bank of Canada v Skydell* (181 AD2d 645 [1st Dept 1992]). In that case, the First Department held that the "[p]laintiff's motion for summary judgment pursuant to CPLR 3213 was properly denied for failure to provide sufficient time in the notice of motion for defendants to respond" (*id.* at 645). However, *Skydell* does not mention whether the defendant appeared and opposed the motion on the merits. Indeed, the court in *Skydell* cited *Ross Bicycles v Citibank* (149 AD2d 330 [1st Dept 1989]), indicating that the defendant may have been in default because in that case, a default judgment had been entered five days before the statutory minimum time had elapsed. The court in *Ross* held that "the

default should be vacated and appellant given an opportunity to appear and contest the motion for summary judgment in lieu of complaint” (*id.* at 331).

Manilal also relies on *Goldstein v Saltzman* (13 Misc 3d 1023) and *Swig Equities, LLC v Gindi* (2009 NY Slip Op 31518 [U] [Sup Ct, NY County 2009]). However, those cases are similarly distinguishable because the defendants defaulted. *Creditor's Adjustment Bur., Inc. v Baytree Capital Assoc., LLC*, is also distinguishable because the defendants did not oppose the motion on the merits (2014 NY Slip Op 32592[U] [Sup Ct, NY County 2014]).

In light of the foregoing, the court is not persuaded by Manilal’s argument that it may not disregard ICICI’s failure to satisfy the time requirements of CPLR 3213. Accordingly, Manilal’s request to dismiss ICICI’s action on this basis is denied.

Turning to the merits, Manilal argues that the action should be dismissed because the English translation of the Belgian judgment attached to ICICI’s motion papers does not satisfy CPLR 2101(b), which provides:

Each paper served or filed shall be in the English language which, where practicable, shall be of ordinary usage. Where an affidavit or exhibit annexed to a paper served or filed is in a foreign language, it shall be accompanied by an English translation and an affidavit by the translator stating his qualifications and that the translation is accurate.

Here, the Belgian judgment is accompanied by an English translation bearing two seals (NYSCEF Doc. No. 47; NYSCEF Doc. No. 5, Exhs 1 & 2 to Affidavit of Joris De Vos). The first seal is accompanied by the signature of “sworn translator” Angelo Antinoro. The second seal is accompanied by the signature of what appears to be a Belgian Government official. However, the English translation is not accompanied by “an affidavit by the translator stating his qualifications and that the translation is accurate” CPLR 2101(b). Nevertheless, CPLR 2101(f) states, in relevant part that “[t]he party on whom a paper is served shall be deemed to have

waived objection to any defect in form unless, within fifteen days after the receipt thereof, the party on whom the paper is served returns the paper to the party serving it with a statement of particular objections.” Since Manilal did not return the exhibit to ICICI with a statement of particular objections within 15 days after he received it, he waived his objection to the defect. Thus, summary judgment in lieu of complaint is granted. Accordingly, Manilal is not entitled to dismissal of this action.

Motion Sequence No. 003

By way of background, on February 27, 2019, this court granted an amended ex parte order of attachment against, inter alia, the following properties located at 240 East 47th Street, Apt. 14B, New York, New York, 10017, 240 East 47th Street, Apt. 14C, New York, New York, 10017, 240 East 47th Street, Apt. 14D, New York, New York, 10017 (collectively the “Properties”) (NYSCEF Doc. No. 20). In accordance with CPLR 6211 (b), ICICI moved for confirmation of the order and Manilal cross-moved to vacate the order on the ground that he has no equitable interest in the Properties (Mot. Seq. No. 002). On April 16, 2019, this court granted ICICI’s motion, confirmed the amended ex parte order of attachment and, in effect, denied Manilal’s cross motion (NYSCEF Doc. No. 35).

Now, in motion sequence number 003, ICICI moves for the appointment of a receiver, pursuant to CPLR 5228 (a), to “administer, sell, and collect” the Properties, so as to satisfy the judgment that will be entered in accordance with this decision. Manilal opposes the motion and again cross-moves to vacate the attachment of the Properties on the ground that he has no equitable interest in the Properties.

CPLR 5228 (a) provides that “[u]pon motion of a judgment creditor . . . the court may appoint a receiver who may be authorized to administer, collect, improve, lease, repair or sell

any real or personal property in which the judgment debtor has an interest or to do any other acts designed to satisfy the judgment" (CPLR 5228 [a]). "The appointment of a receiver under CPLR 5228 (a) is entirely a matter of judicial discretion" (Weinstein, Korn & Miller, New York Civil Practice: CPLR ¶ 5228.04 [David L. Ferstendig ed., LexisNexis Matthew Bender 2d Ed.]). The Court of Appeals has stated that: "A motion to appoint a receiver should only be granted . . . when a special reason appears to justify one. In deciding whether the appointment of receiver is justified, courts have considered the (1) alternative remedies available to the creditor . . .; (2) the degree to which receivership will increase the likelihood of satisfaction . . .; and (3) the risk of fraud or insolvency if a receiver is not appointed. A receivership has been held especially appropriate when the property interest involved is intangible, lacks a ready market, and presents nothing that a sheriff can work with at an auction" *Hotel 71 Mezz Lender LLC v Falor*, 14 NY3d 303, 317 [2010] [internal citations and quotation marks omitted]). Where a "[p]laintiff fail[s] to demonstrate a 'special reason' to justify the appointment of a receiver," the motion should be denied (*Galen Technology Solutions, Inc. v VectorMAX Corp.*, 107 AD3d 435, 435-436 [1st Dept 2013]).

Upon the papers submitted on this motion, ICICI has not met its burden of establishing entitlement to the appointment of a receiver. In support of its motion, ICICI contends that the sale of the Properties by a sheriff would be impractical and unduly burdensome and that a receiver would be more likely to recover the full value of the property. Although this is a relevant consideration (see *United States v Vulpis*, 967 F2d 734, 736-37 [2d Cir 1992]; *Matter of General Elec. Capital Bus. Asset Funding Corp. v Hakakian*, 300 AD2d 486, 487 [2d Dept 2002]), ICICI has failed to identify and address any of the other factors the court should consider in deciding whether to appoint a receiver.

As to Manilal's cross motion, "[a]n order of attachment may be vacated pursuant to CPLR 6223 only upon a determination that it was illegally or improperly issued" (*Henry Stuart v Moskowitz & Co.*, 44 AD2d 798, 798 [1st Dept 1974]). On Manilal's prior cross motion to vacate the attachment, it was determined that the order of attachment herein was properly issued. Therefore, Manilal's cross motion is denied (see *id.*).

Motion Sequence Nos. 004 & 006

In light of this court's decision in motion sequence number 001, ICICI's motion to supplement the record on that motion (Motion Sequence No. 004) and to, among other things, disregard the filing and service of the second amended notice of motion without leave of court (Motion Sequence No. 006) are denied as moot.

CONCLUSION

For the foregoing reasons, it is hereby


ORDERED that plaintiff's motion for summary judgment in lieu of complaint is granted and defendant's cross motion, inter alia, to dismiss the action is denied (motion sequence number 001); and it is further

ORDERED that the Belgian judgment entered in favor of plaintiff against defendant by the Antwerp Court of Appeal, is hereby recognized by this Court, pursuant to CPLR article 53, and is hereby converted to a judgment of this Court, along with costs and statutory interest effective as of the date that judgment was entered by the Belgian court; and it is further

ORDERED that plaintiff shall submit a proposed judgment on notice to the New York County Clerk in its favor and against defendant in accordance herewith; and it is further

ORDERED that plaintiff's motion for the appointment of a receiver is denied and defendant's cross motion to vacate certain portions of the order of attachment is denied (motion sequence number 003); and it is further

ORDERED that motion sequence numbers 004 and 006 are denied as academic. Any requested relief not expressly addressed by the Court has nonetheless been considered and is hereby denied and this constitutes the decision and order of the Court.

<u>5/27/2020</u> DATE					 W. FRANC PERRY, J.S.C.			
CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED		<input type="checkbox"/>	NON-FINAL DISPOSITION			
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	SUBMIT ORDER		<input type="checkbox"/>	REFERENCE
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/>	FIDUCIARY APPOINTMENT		<input type="checkbox"/>	REFERENCE