

Green Improvement LLC v Haider

2023 NY Slip Op 30863(U)

March 21, 2023

Supreme Court, New York County

Docket Number: Index No. 653254/2022

Judge: Arlene P. Bluth

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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THE GREEN IMPROVEMENT LLC, GABRIEL
SHAELASHVILI

Plaintiff,

- v -

SHAN SHABAB HAIDER, CUREXLAB INC.,

Defendants.

-----X

INDEX NO. 653254/2022

MOTION DATE N/A

MOTION SEQ. NO. 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36, 37, 38, 39

were read on this motion to/for SUMMARY JUDGMENT.

Plaintiffs’ motion for summary judgment is granted. Defendants’ cross-motion to stay is denied.

Background

Plaintiffs contend that they attempted to purchase medical grade surgical gloves from defendant Curexlab, Inc. (“CurexLab”) on January 26, 2021 for \$1,520,535.00. Plaintiffs wired these funds to CurexLab on January 27, 2021 and soon thereafter defendant Haider emailed plaintiffs that the goods would be handed over to a carrier on February 2, 2021.

When the goods were not delivered by February 9, 2021, plaintiffs wrote Haider who responded on February 19, 2021 that he would refund \$175,000 to plaintiffs in a few days and eventually return the full amount. Plaintiffs acknowledge that Haider refunded \$154,000.00.

Plaintiffs also contend that Haider persuaded them to loan him \$25,000 in November 2021. They argue that Haider signed a promissory note recognizing his indebtedness to plaintiffs

in the amount of \$1,391,535.00 (which included the \$25,000 loan). Plaintiffs contend that Haider never repaid what was owed.

Defendants cross-move for a stay. They claim that two men in Texas stole money from them and that they are in the process of attempting to reclaim the money so they can pay back plaintiffs. Apparently, the U.S. Department of Justice is investigating the matter, which purportedly involves other victims. Defendants insist that there are also issues of fact that compel the Court to deny the motion. They claim it is unclear to whom each amount of money is owed (the individual or the corporate plaintiff). Defendants also point out that the timeframe for the repayment is unclear and there is an issue of fact with respect to whether the deadline to repay plaintiffs has passed. They also argue that Haider is not personally liable under either contract.

In reply, plaintiffs claim that there is no basis for a stay where defendants' arguments rely on a non-party who may or may not have committed some sort of crime. They insist that Haider is personally liable for the \$25,000 loan and is jointly and severally liable for the amount remaining on the goods contract.

Discussion

As an initial matter, the Court denies the branch of the cross-motion that seeks a stay. That some non-party (or non-parties) has allegedly stolen money from defendants is unfortunate, but that is not a reason to delay this case indefinitely. Plaintiffs did not have any dealings with these alleged wrongdoers and so a stay is inappropriate under these circumstances. Plus, the Court declines to issue a stay without any sense of when it might be lifted.

The next question for this Court is the meaning of the agreement itself. It states that the "CurexLab Inc. needs to refund of [sic] \$1,366,500 ASAP" (NYSCEF Doc. No. 11). This Court rejects defendants' self-serving interpretation, in which they argue that because there is no

deadline to repay the amount for the goods, it entitles them to pay whenever they feel like it. Rather, this Court finds that this is simply an acknowledgement of the debt that was at the time of the agreement (and still is) currently owed. Besides, even if ASAP was the parties' way to work together, this agreement is dated November 19, 2021 and this case was not commenced until September 2022. That is more than long enough to fulfill whatever ASAP may mean.

The next issue is which defendant is liable and for how much money. The Court finds that only CurexLab is liable for the amount of the refund due for the gloves (the \$1,366,500). The agreement makes specific references to what CurexLab owes (and the partial refund it paid). Nothing in the agreement suggests that Haider intended to be personally bound for the amount owed by his company or that plaintiffs intended for him to be personally bound. While plaintiffs are correct that Haider signed the agreement, a corporation cannot sign for itself – a person has to sign. There is no language in the agreement where Haider clearly agrees to be personally bound or to guarantee the amount CurexLab owes. Of course, in order to be liable for debts of another, there must be “clear and explicit” evidence in this agreement that he intended to be personally liable for the debts of CurexLab (*Ho Sports, Inc. v Meridian Sports, Inc.*, 92 AD3d 915, 917, 939 NYS2d 140 [2d Dept 2012]). Plaintiff did not fulfill that burden here.

The Court also grants plaintiffs' motion to the extent that Haider only is liable for the \$25,000 loan. According to the agreement, it was to be repaid within three months and it was not paid. The Court finds that CurexLab is not liable for this loan as nothing in the agreement suggests that CurexLab agreed to cover this debt for Haider.

Summary

The Court recognizes that the November 2021 agreement could have clearer language. But whatever minor ambiguities might be contained in this agreement are not sufficient to raise

issues of fact in this motion. There is no dispute that plaintiffs are owed the money, that they have not received the amounts due, that Haider signed the agreement and that the agreement specifically acknowledges debts owed by CurexLab and Haider. As noted above, CurexLab is liable for the remaining amount due on the refund and Haider is liable for the loan. But the defendants are not jointly and severally liable under the terms of the contract.

The Court observes that defendants argue about to whom these debts may be owed. But that is an argument to be raised between the plaintiffs. In other words, if one plaintiff believes the other is not entitled to certain money, then that issue can be resolved between them. But it is not an issue of fact that could compel the Court to deny the instant motion.

Accordingly, it is hereby

ORDERED that plaintiffs' motion for summary judgment is granted to the extent that the Clerk is directed to enter judgment in favor of plaintiffs and against defendant CurexLab, Inc. in the amount of \$1,366,500 plus interest from December 1, 2021 and enter judgment in favor of plaintiffs and against defendant Shan Shabab Haider in the amount of \$25,000 plus interest from March 1, 2022 along with costs and disbursements upon presentation of proper papers therefor; and it is further

ORDERED that the cross-motion by defendants is denied.

3/21/2023

DATE

ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE