

**120 Riverside Blvd. at Trump Place v Boktor**

2023 NY Slip Op 32547(U)

July 25, 2023

Supreme Court, New York County

Docket Number: Index No. 155432/2022

Judge: Lyle E. Frank

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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. LYLE E. FRANK **PART** **11M**

*Justice*

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120 RIVERSIDE BOULEVARD AT TRUMP PLACE, BY ITS  
BOARD OF MANAGERS,

Plaintiff,

**INDEX NO.** 155432/2022

**MOTION DATE** 07/17/2023

**MOTION SEQ. NO.** 002

- v -

DIANA SAHWANI BOKTOR, AMIR BOKTOR, JOHN DOE,  
JANE DOE

Defendant.

**DECISION + ORDER ON  
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47

were read on this motion to/for JUDGMENT - DEFAULT.

UPON the Summons and Verified Complaint, dated June 28, 2022, the Notice of Pendency, dated June 28, 2022, plaintiff’s Notice of Motion for an Order granting plaintiff a Default Judgment, appointing a Referee to compute dated June 27, 2023 (Motion Seq. No. 001); the Affirmation of Regularity and in Support of Plaintiff’s Motion of Solomon A. Frager, dated June 27, 2023; the Affidavit of Ronald Starcic, sworn to on June 21, 2023, and upon the exhibits annexed thereto and upon the affidavits of service heretofore filed herein; and it appearing to the satisfaction of the Court that the amounts set forth in plaintiff’s lien remain due and owing; and that the Summons and Verified Complaint were duly served upon all defendants and that the time prescribed by law to answer has expired, the same not being extended; that all of the defendants herein have defaulted in pleading, and it appearing that none of the defendants herein is an infant, incompetent or absentee; and that a Notice of Pendency of this action was filed within twenty (20) days of the commencement of this action and that since the filing of said Notice of Pendency, the Summons and Verified Complaint herein have not been amended by

adding new parties to the action, or so as to effect the subject premises described in said notice, or so as to extend the claim that the plaintiff has against the subject premises; and on all the pleadings and papers heretofore filed herein and the proceedings heretofore had herein; and this matter having come on regularly to be heard before this Court and there being no opposition submitted thereto, and due deliberation having been had thereon; and it appearing to the satisfaction of this Court that this action is brought to foreclose a lien for unpaid common charges with respect to the Unit 10T (the "Unit") in the premises known as and located at 120 Riverside Drive, New York, NY 10069 in the County of New York from which it appears that the plaintiff is the holder of the lien on the Unit, and the defendants Diana Sahwani Boktor a/k/a Diana Boktor a/k/a Diana Sahwani-Boktor and Amir Boktor a/k/a Amir F. Boktor are the owners of the Unit and are in default in the payment of common charges, interest, late fees and attorneys' fees for the period from May 2018 through the present and that the within action has been instituted to foreclose said lien and that pursuant to the plaintiff's by-laws, to which the deed to the Unit is subject, it was covenanted that if default should be made in the payment of common charges, interest, late fees or attorneys' fees due to plaintiff, plaintiff is entitled after any such default, to file a lien for such unpaid common charges and to foreclose upon such lien;

NOW, on motion of Schwartz Sladkus Reich Greenberg Atlas, LLP, attorneys for the plaintiff, it is

ORDERED, that plaintiff's motion is hereby granted in all respects and that plaintiff is awarded a judgment for the relief demanded in the complaint; and it is further

ORDERED, that the Clerk is directed to enter judgment in favor of plaintiff and against all named defendants; and it is further

ORDERED that this action be and the same hereby is referred to Tahanie A. Aboushi, Esq. at 1441 Broadway, 5th Flr. New York, N.Y., 10018, 212-391-8500, as Referee to ascertain and compute the amount due to plaintiff herein for common charges, late fees, interest, attorneys' fees and any other charges authorized under the plaintiff's Declaration, By-Laws and Rules and Regulations; and to examine and report whether the subject premises should be sold in one parcel; and it is further

ORDERED, that the Referee make her computation and report with all convenient speed; and it is further

ORDERED, that, if necessary, the Referee may take testimony pursuant to RPAPL § 1321; and it is further

ORDERED, that, upon confirmation thereof, plaintiff may apply for a judgment of foreclosure and sale, and for all costs, disbursements and allowances permitted under the law; and it is further

ORDERED, that by accepting this appointment the Referee certifies that she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to, section 36.2(c) ("Disqualifications from appointment"), and section 36.2(d) ("Limitations on appointments based upon compensation") and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, that pursuant to CPLR § 8003(a) (the statutory fee of \$350.00), shall be paid to the Referee for the computation stage and upon filing his/her report and the Referee shall not request or accept additional compensation for the computation unless it has been fixed by the court in accordance with CPLR 8003(a); and it is further

ORDERED, that the Referee is prohibited from accepting or retaining any funds for him/herself or paying funds to him/herself without compliance with Part 36 of the Rules of the Chief Administrative Judge and shall be in compliance with all statutory requirements and filings; and it is further;

ORDERED, that Robert A. Abrams, Esq. at 605 3rd Ave New York, NY 10158-0038, 212-716-3237 be, and hereby is, appointed Receiver of the rents, issues and profits of the Unit now due and unpaid, or to become due during the pendency of this action and issuing out of the Unit mentioned and described in the complaint herein, for the benefit of and to protect the rights of the plaintiff herein, with the usual powers of such receivers; and it is further

ORDERED, that the current fair market rental value of the Unit is in the amount of \$5,775.00 per month; and it is further

ORDERED, that defendants Diana Sahwani Boktor a/k/a Diana Boktor a/k/a Diana Sahwani-Boktor and Amir Boktor a/k/a Amir F. Boktor or any occupant of the Unit is hereby directed to pay plaintiff the sum of approximately \$5,775.00 per month in accordance with plaintiff's bylaws and plaintiff's statutory rights under RPL § 339-aa by tendering such monthly rental payments to the Receiver, failing which the Receiver is empowered to collect the monthly rent due from any existing tenants or occupants and/or to secure vacant possession of the Unit in order to rent the Unit to a third-party, and collect the rent for same; and it is further

ORDERED, that defendants and/or any tenant(s) or occupant(s) of the Unit shall turnover to the Receiver all rent rolls/rent lists, unexpired and expired leases, agreements, correspondence, rent bills, current rent ledgers, notices relating to the rental or occupancy of the Unit, and all papers relating to the rental and occupancy of the Unit; and it is further

ORDERED, that the Receiver be, and hereby is, authorized and directed to rent the Unit, and/or to demand, collect and receive from any tenant(s) or occupant(s) of the Unit, or other persons liable therefore, all rents now due and unpaid, or hereinafter to become due; and it is further

ORDERED, that any tenant(s) or occupant(s) of the Unit and such other persons who may become in possession thereof, be, and they are directed to attorn as such tenants or otherwise, to said Receiver, and until a further order of the Court, to pay over to such Receiver all rents of said Unit now due and unpaid, or which hereafter may become due; and it is further

ORDERED, that any tenant(s) or occupant(s) of the Unit and other persons liable for rent, are hereby enjoined from paying any rents for the Unit to the defendants Diana Sahwani Boktor a/k/a Diana Boktor a/k/a Diana Sahwani-Boktor and Amir Boktor a/k/a Amir F. Boktor or to their agents, servants, attorneys, or to any other person other than the Receiver herein named, or his duly designated agent; and it is further

ORDERED, that said Receiver be, and hereby is, authorized to institute and carry on all legal proceedings necessary for the protection of the Unit described in the Verified Complaint and referred to in this Order, including such proceedings as may be necessary to recover possession of the whole or any part of such Unit, and to institute and prosecute suits for the collection of rents now due and hereinafter to become due for the aforesaid Unit, or any part thereof, and to institute and prosecute summary proceedings or apply for a writ of assistance from the Court for the removal of any tenant(s) or occupant(s) or other persons therefrom, including defendants Diana Sahwani Boktor a/k/a Diana Boktor a/k/a Diana Sahwani-Boktor and Amir Boktor a/k/a Amir F. Boktor; and it is further

ORDERED, that said Receiver is hereby authorized to retain counsel in order to institute and prosecute any summary proceedings for the collection of rent due or for the removal of any tenants or occupants therefrom with the prior written consent of the plaintiff or plaintiff's counsel; and it is further

ORDERED, that said Receiver is hereby authorized to rent the Unit for terms not exceeding two years, and at the request of the plaintiff or plaintiff's attorneys, to pay to plaintiff any and all rents received from defendants Diana Sahwani Bektor a/k/a Diana Bektor a/k/a Diana SahwaniBektor and Amir Bektor a/k/a Amir F. Bektor and/or any tenant(s) or occupant(s) of the Unit, which plaintiff may apply to any and all of the outstanding charges in connection with the Unit, which have accrued and are presently due and which shall become due, during the pendency of the Receivership; to make any required repairs necessary for the preservation of the Unit, but, the Receiver shall not make improvements or substantial repairs exceeding \$5,000 for any one repair to the Unit without the written consent of the plaintiff or plaintiff's attorneys or without prior approval of the Court; but the Receiver shall not incur obligations in excess of the monies in his/her possession without the prior approval of the Court or the written consent of the plaintiff or its attorneys; and it is further

ORDERED, that during the pendency of this action all persons, except the Receiver named herein, or his/her agent, be enjoined and restrained from collecting the rents of the Unit and from interfering in any manner with said Unit or its possession; and it is further

ORDERED, that said Receiver is hereby authorized to obtain workers' compensation, disability and general liability insurance insuring him/her individually and as Receiver and agent during the pendency of this action and at the request of the plaintiff's attorneys to obtain fire insurance and insurances against other risks; and it is further

ORDERED, that the Receiver and any parties hereto may, at any time, on proper notice to all parties who have appeared in this action, apply to this Court for further and other instructions, and for further authority necessary to enable said Receiver to properly fulfill his/her duties; and it is further

ORDERED, that out of the rents collected by the Receiver, he/she shall retain in his/her official capacity the amounts sufficient to pay his/her legal commissions, and shall not incur any obligation in excess of the remainder of said rents collected by him/her without the written consent of the plaintiff or plaintiff's attorneys, except upon Order of this Court obtained upon notice to all parties who are entitled to such notice; and it is further

ORDERED, that said Receiver retain the monies which may come into his/her possession, except the expenditures herein authorized, by virtue of his/her appointment, until a further Order of this Court; and it is further

ORDERED, that any funds advanced on behalf of defendants Diana Sahwani Bektor a/k/a Diana Bektor a/k/a Diana Sahwani-Bektor and Amir Bektor a/k/a Amir F. Bektor by the plaintiff to the Receiver, for repairs, maintenance, taxes, insurance, curing of violations or any other expenses necessary for the preservation and protection of the Unit by the Receiver, including any advances required pursuant to any applicable law or rules to the extent that the rents, issues, and profits collected by the Receiver and remaining in his account are insufficient to reimburse plaintiff's advances, shall be secured by plaintiff's lien and shall be added to and included in the Judgment of Foreclosure and Sale; and it is further

ORDERED, that the Receiver is directed to comply with all the provisions contained in the Sections 6401 through 6404 of the CPLR, and Section 35-A of the Judiciary Law; and it is further

ORDERED, that before entering upon the duties of this trust, that the said Receiver advise plaintiff's attorneys of his appointment, and that the said Receiver execute to the People of the State of New York and file with the Clerk of the Court, a surety company bond for the faithful discharge of his duties as Receiver in the sum of \$15,000.00, together with a note executed by him/her that he/she will faithfully and fairly discharge the trust committed to him/her; and it is further

ORDERED, that the Receiver deposit all monies received by him in his own name, as Receiver, in Chase Bank and no withdrawals shall be made therefrom, except as provided herein and as directed by the Court, or on a check signed by the Receiver and countersigned by the surety on his bond; and that said Receiver furnish plaintiff's attorneys with monthly statements of the receipts and expenditures of the Receivership, together with a photocopy of the monthly statement received from said depository; and it is further

ORDERED, that no person or entity may file suit against the Receiver, in his/her capacity as Receiver, unless otherwise authorized in advance by this Court, and it is further

ORDERED, that this Receivership shall continue until termination thereof by further order of the Court; and it is further

ORDERED that Plaintiff shall serve a copy of this Order with notice of entry on all parties and persons entitled to notice, including the Referee and Receiver appointed herein.

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LYLE E. FRANK, J.S.C.

7/25/2023  
DATE

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE