

Raj v Mohammad

2025 NY Slip Op 33551(U)

September 18, 2025

Supreme Court, Kings County

Docket Number: Index No. 528583/2024

Judge: Wavny Toussaint

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This opinion is uncorrected and not selected for official publication.

At an IAS Term, Part 70 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, on the 18th day of September, 2025.

P R E S E N T :
HON. WAVNY TOUSSAINT,
Justice.

KATIA DONYA RAJ,

Plaintiff,

Index No.: 528583/2024

- against -

DECISION AND ORDER

SALIM MOHAMMAD, MD ZAKIR HOSSAIN,
MUHAMMED DUKUREH, UBER TECHNOLOGIES,
INC, and UBER U.S.A, LLC,

Defendants.

The following papers numbered 1 to read herein:
Notice of Motion/Order to Show Cause/
and Affidavits (Affirmations) Annexed
Cross Motion and Affidavits (Affirmation) Annexed
Answers/Opposing Affidavits (Affirmations)
Reply Affidavits (Affirmations)
Affidavit (Affirmation)
Other Papers

Papers Numbered

30-76

77-90

91

92

Upon the forgoing papers, Co-defendant Uber Technologies (“Uber”) moves by (Seq. 01) Order to Show Cause, pursuant to CPLR § 2201, CPLR § 7503(c), and 9 U.S.C. § 3, for an order staying the instant action and all discovery proceedings until completion of the arbitration between plaintiff, Katia Ray (“Raj”) and co-defendant Uber.

BACKGROUND

This action arises out of a motor-vehicle accident which occurred on September 28, 2024, at or around E 50th St and its intersection with 2nd Avenue in New York NY. Plaintiff

Raj was a passenger in a car operated by co-defendant MD Zakir Hossain (“Hossain”) and owned by co-defendant Salim Mohammad (“Mohammad”). Plaintiff alleges she connected with Hossain through the Uber app.

On October 28, 2024, plaintiff commenced this action by Summons and Complaint for personal injuries she allegedly sustained as a result of the accident. Plaintiff also alleges that Uber is vicariously liable for Hossain’s alleged negligence which caused the accident. Plaintiff signed an arbitration agreement when she signed up to use the app. On November 20, 2024, Uber sent plaintiff a Notice of Intention to Arbitrate. However, pursuant to CPLR § 7503(c), plaintiff did not file a petition to stay the arbitration within twenty (20) days of service of the notice. As a result, Uber filed a demand for arbitration with the American Arbitration Association and thereafter filed the instant order to show cause to stay the action until completion of the arbitration. Plaintiff opposes the Order to Show Cause.

THE PARTIES’ CONTENTIONS

Uber argues that the case should be stayed as it involves an arbitrable dispute that is governed by the Federal Arbitration Act (9 U.S.C. § 3). Uber contends that plaintiff waived her right to contest the arbitration by failing to timely file a petition to stay the arbitration, and that the process is already underway before the American Arbitration Association. Uber further asserts that failing to stay the action will prejudice Uber by requiring it to litigate the same dispute in two different forums.

Plaintiff opposes a full stay of the action, asserting that a partial stay is more appropriate because only plaintiff and Uber are parties to the arbitration agreement. Plaintiff contends that the doctrine of collateral estoppel as applied to the arbitration award

would prevent plaintiff from having a “full and fair opportunity” to litigate the same key issues that will be determined at arbitration, such as whether Hossain was an Uber employee, liability for the crash, and plaintiff’s damages.

Moreover, plaintiff further argues that the non-arbitration defendants should not be deprived of their opportunity to litigate their cross-claims against Uber as a result of any decision rendered in the arbitration. Plaintiff argues that the remaining non-arbitration defendants should be permitted to proceed with discovery and litigation to fully and fairly address issues that will also be addressed in the arbitration, while also avoiding duplicative discovery.

DISCUSSION

Pursuant to the Federal Arbitration Act (FAA), when a valid arbitration agreement exists, and an action is brought in a court involving issues referable to arbitration under the agreement, the Court “shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement.” Similarly, in New York State, CPLR § 7503(a) provides that if an “issue claimed to be arbitrable is involved in an action pending in a court having jurisdiction to hear a motion to compel arbitration, the application shall be made by motion in that action.” If the Court grants the motion, the resulting order shall operate to stay the pending action or subsequent action while the arbitration is conducted. (*Id.*). In addition, CPLR § 2201 provides that “the [C]ourt in which an action is pending may grant a stay of proceedings in a proper case.”

Further, the Second Department has consistently held that “where arbitrable and nonarbitrable claims are inextricably interwoven, the proper course is to stay judicial

proceedings pending completion of the arbitration, particularly where the determination of issues in arbitration may well dispose of nonarbitrable matters” (*Lake Harbor Advisors, LLC v Settlement Services Arbitration and Mediation, Inc.*, 175 AD3d 479 [2d Dept 2019]); *Weiss v Nath*, 97 AD3d 661 [2d Dept 2012]).

Here, the record establishes the existence of a valid arbitration agreement between plaintiff and co-defendant Uber and plaintiff’s claims fall squarely within the scope of that agreement. In addition, the complaint asserts one general claim against all defendants. There are no unrelated claims that can be severed (*See Weiss v. Nath*, 97 AD3d at 664). Accordingly, Uber is entitled to a stay of this action pending the completion of the arbitration.

CONCLUSION

Accordingly, it is hereby

ORDERED that co-defendant Uber’s motion for an Order to Show Cause (Seq. 01) is granted in its entirety and the action is stayed pending the arbitration decision.

For Clerks use only

MG X

MD _____

Motion Seq. 1

E N T E R



J.S.C.

Hon. Wavny Toussaint
J.S.C.

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FILED
KINGS COUNTY CLERK