

**North Mill Equip. Fin. LLC v 2363 Forest Chicken
LLC**

2025 NY Slip Op 34134(U)

October 27, 2025

Supreme Court, New York County

Docket Number: Index No. 655823/2025

Judge: Andrew Borrok

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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. ANDREW BORROK PART 53

Justice

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NORTH MILL EQUIPMENT FINANCE LLC,

Plaintiff,

- v -

2363 FOREST CHICKEN LLC, HYLAN CHICKEN
LLC, FOREST CHICKEN, LLC, BAHADAR DURRANI

Defendant.

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INDEX NO. 655823/2025

MOTION DATE 09/30/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 12, 20
were read on this motion to/for ORDER OF SEIZURE.

Upon the foregoing documents, North Mill Equipment Finance, LLC (**North**)’s motion
(NYSCEF Doc. No. 12) for an order pursuant to CPLR § 7102, directing the Sheriff to seize the
Collateral (hereinafter defined) that is in the possession of the Defendants’ is GRANTED.

The Court granted the branch of this motion seeking a Temporary Restraining Order in a prior
Order to Show Cause, dated October 6, 2025 (NYSCEF Doc. No. 20).

“Pursuant to CPLR 7102(c) and (d), on a motion for an order of seizure, ‘a plaintiff must
demonstrate a likelihood of success on its cause of action for replevin and the absence of a valid
defense to its claim’” (*Americredit Financial Services, Inc. v. Decoteau*, 103 AD3d 761, 762 [2d
Dept 2013] [citations omitted]; *see also Batsidis v Batsidis*, 9 AD3d 342, 343 [2d Dept 2001];
East Side Car Wash, Inc. v K.R.K. Capitol, Inc., 102 AD2d 157, 161 [1st Dept 1984]).

An application for seizure must include:

an affidavit which shall clearly identify the chattel to be seized and shall state:

1. that the plaintiff is entitled to possession by virtue of facts set forth;
2. that the chattel is wrongfully held by the defendant named;
3. whether an action to recover the chattel has been commenced, the defendants served, whether they are in default, and, if they have appeared, where papers may be served upon them;
4. the value of each chattel or class of chattels claimed, or the aggregate value of all chattels claimed;
5. if the plaintiff seeks the inclusion in the order of seizure of a provision authorizing the sheriff to break open, enter and search for the chattel, the place where the chattel is located and facts sufficient to establish probable cause to believe that the chattel is located at that place; [and]
6. that no defense to the claim is known to the plaintiff;

(CPLR 7102[c][1-6]). Ultimately, an order pursuant to CPLR 7102(c) and (d) “is not a final disposition of a matter but is a pendente lite order made in the context of a pending action where the movant has established, prima facie, a superior right in the chattel” (*Decoteau*, 103 AD3d at 762).

Pursuant to CPLR §§ 7102(c)(1), (c)(2) and (d), North sufficiently established that it is entitled to possession of the Collateral – which includes all of the equipment, software, fixtures, personal property of Defendants 2363 Forest Chicken LLC (**2363 Chicken**), Hylan Chicken LLC (**Hylan Chicken**), Forest Chicken, LLC (**Forest Chicken**; collectively with 2363 Chicken and Hylan Chicken, the **Chicken Companies**) – and probable cause as to the location of the Collateral (NYSCEF Doc. No. 13 ¶¶ 31, 29). It is probable that the Plaintiff will succeed on the merits because, among other things, the Defendants failed to demonstrate a good faith defense to the Plaintiff’s prima facie entitlement to the order of seizure (CPLR 7102; *see also Decoteau*, 103

AD3d at 762, *Batsidis*, 9 AD3d at 343; *K.R.K. Capitol, Inc.*, 102 AD2d at 161; see also *Merrill Lynch Commercial Finance Corp. v American Standard Testing and Consulting Labs., Inc.*, 2010 WL 114280, at *6 [EDNY Jan 12, 2010] [“Where the plaintiff’s purpose in recovering the property ‘is not possession of the property for its own sake, but the retention of security for a debt,’ *Christies, Inc. v. Davis*, 247 F.Supp.2d 414, 420 (S.D.N.Y.2002), the plaintiff need not establish the value of any of the pledged property... Moreover, it would be unreasonable to deprive plaintiff of a remedy to which it is clearly entitled merely because plaintiff is unable to ascertain the value of the collateral in defendants’ possession as a result of defendants’ failure to perform its obligations...”)].

On the record before the Court, the Chicken Companies have defaulted under the terms of Contract 001 (NYSCEF Doc. Nos. 3, 4, 5, 6) and Contract 002 (NYSCEF Doc. Nos. 7, 8, 9, 10; collectively with Contract 001, the **Contracts**), which were guaranteed by Defendant Bahadar Durrani (**Durani**; NYSCEF Doc. No. 11). Pursuant to the Security Agreements (NYSCEF Doc. Nos. 4, 8) that were executed in accordance with the Contracts, the parties expressly agreed that the Plaintiff may pursue remedies under the Uniform Commercial Code (UCC) without notice (NYSCEF Doc. No. 2, 4, 8). As relevant, UCC Section 9-609 provides that “[a]fter default, a secured party: (1) may take possession of the collateral...” Thus, they are entitled to an order of seizure and no undertaking is required pursuant to CPLR 7102(c)(4) and (e) (*see Merrill Lynch Commercial Finance Corp.* at *7).

The Court has considered the Defendants’ additional arguments and has found them to be unavailing.

Accordingly, the motion for order of seizure must be granted.

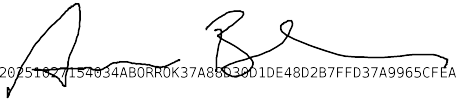
Accordingly, it is ORDERED that the branch of the motion for an order of seizure is granted; and it is further

ORDERED that the Defendants shall turn over the Collateral (as defined by NYSCEF Doc. No. 13 ¶ 31) to the Sheriff on or before November 25, 2025; and it is further

ORDERED that if said Collateral is not voluntarily delivered to the Sheriff and/or Plaintiff, permitting the Sheriff to break open, enter and search for the Collateral at Defendants' stores located at (1) 2323 Forest Avenue, Staten Island, New York 10303; (2) 1351 Forest Avenue, Staten Island, New York 10302; and (3) 2506 Hylan Boulevard, Staten Island, New York 10306 or at any place where the Collateral may be found and to immediately deliver the Collateral to Plaintiff or its representatives;

ORDERED that, pursuant to CPLR §7102(d)(2), the Defendants, their principals, employees, representatives, affiliates, subsidiaries, successors, subcontractors, assigns and all those acting in concert with and on behalf of them, pending final judgment in this action or written consent of Plaintiff, are restrained from (i) transferring, hypothecating, selling, pledging, assigning, removing or discarding the Collateral and (ii) encumbering the Collateral with a lien, security interest or other encumbrance; and it is further

ORDERED that the Defendants immediately disclose in writing (and, if applicable, produce) to Plaintiff's counsel: (i) the location(s) of each item of Collateral; (ii) the identity and contact information of the person(s) or entity(ies) that own, possess, and/or are in control of each item of Collateral; (iii) the identity and contact information of the owner(s) and tenants of the premises at which each item of Collateral is located; and (iv) all agreements and writings identifying the Collateral, its location, and/or the terms under which the aforesaid persons or entities, own, possess, control and/or have any interest in each item of the Collateral including, but not limited to, any documents evidencing the sale of each item of Collateral.


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<u>10/27/2025</u> DATE					<hr/> ANDREW BORROK, J.S.C.
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>
			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					<input type="checkbox"/>
					REFERENCE