

SLG Graybar Mesne Lease LLC v Munawar
2026 NY Slip Op 30375(U)
January 29, 2026
Supreme Court, New York County
Docket Number: Index No. 150206/2020
Judge: Arlene P. Bluth
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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SLG GRAYBAR MESNE LEASE LLC

Plaintiff,

- v -

ADNAN MUNAWAR,

Defendant.

-----X

INDEX NO. 150206/2020

MOTION DATE N/A

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54

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

Plaintiff's motion for summary judgment is granted and defendant's cross-motion for summary judgment on liability is denied.

Background

In this commercial landlord tenant case, plaintiff seeks summary judgment on the ground that a tenant in the building it owns failed to pay rent and, therefore, defendant (the guarantor) must pay the outstanding charges. Plaintiff contends that the tenant signed a lease in May 2012 and then abandoned the premises in June 2020 more than two years prior to the expiration of the lease. It contends that the tenant stopped paying rent in October 2019 and that it owed \$185,921.43 through June 2020.

In opposition and in support of his cross-motion, defendant claims that the instant motion is premature as there has been no discovery done in this case. He also argues that the COVID-19 pandemic constitutes a "force majeure" that relieve him of any obligation to pay the

rent. Defendant adds that he complied with the good guy clause in the guaranty by clearing out the premises and returning the keys along with providing proper notice to plaintiff.

In reply, plaintiff insists that the pandemic does not absolve defendant of his obligations under the guaranty and that he is liable through the date the tenant left—June 15, 2020. Plaintiff also argues that the instant motion is not premature.

Discussion

Before the Court delves into the merits, the Court must apologize for the delay in the issuance of this decision. It seems the judge previously assigned to this matter held oral argument in May 2025 and then retired before issuing a decision. The case was transferred to the undersigned recently and the best this Court can do is give the parties what you deserve: a decision.

On the merits, the Court grants the motion. Plaintiff clearly met its burden to show that there was a valid lease, that defendant entered into a guaranty, and that the tenant stopped paying the rent.

Defendant's contention that the motion is premature is wholly without merit. This case is now over six years old. Defendant had more than enough opportunity to do discovery and he did not identify what, specifically, he expects to find during discovery that could compel the Court to deny plaintiff's motion. In fact, defendant did not even attach any outstanding discovery demands where plaintiff did not respond.

Similarly, defendant's assertion that the pandemic somehow obviates his obligation to pay rent falls woefully short. Many, many courts have held that the pandemic did not support defenses raised by tenants or guarantors based on the pandemic such as force majeure, impossibility, or frustration of purpose (*see 88 Greenwich Owner LLC v 21 Rector St LLC*, 217

AD3d 432, 433, 191 NYS3d 354 [1st Dept 2023]). Moreover, the timeline here does not come close to a suggestion that the pandemic had anything to do with defendant's failure to pay rent. Plaintiff alleges that the tenant defaulted in October 2019 and the case was actually commenced in January 2020, long before the pandemic took hold in March 2020.

Defendant's reliance on the good guy guarantee is also not a basis to grant his cross-motion for summary judgment or to deny plaintiff's motion. Defendant's notice is dated March 16, 2020 and he contends that the office was to be vacated effective March 16, 2020 (NYSCEF Doc. No. 51). The guaranty required 60 days notice (NYSCEF Doc. No. 50, ¶ 1) and plaintiff submitted uncontroverted proof that defendant did not leave until June 15, 2020 (NYSCEF Doc. No. 25 [emails from June 15, 2020 confirming the tenant's departure]). Critically, defendant did not deny that the tenant left on June 15, 2020 and the photographs he attached showing the vacated office were undated. And, besides legal fees, the plaintiff is not seeking any damages other than rent due through the time the tenant vacated the premises.

Plaintiff is also entitled to legal fees pursuant to the lease as it is the prevailing party.

Accordingly, it is hereby

ORDERED that plaintiff's motion for summary judgment is granted and the Clerk is directed to enter judgment in favor of plaintiff and against defendant in the amount of \$185,921.43 plus statutory interest from February 7, 2020 (a reasonable midpoint) along with costs and disbursements upon presentation of proper papers therefor; and it is further

ORDERED that plaintiff shall make a separate motion for reasonable legal fees on or before February 18, 2026; and it is further

ORDERED that defendant's cross-motion is denied.



1/29/2026

DATE

ARLENE P. BLUTH, 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 type="checkbox"/> GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input checked="" type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
				<input type="checkbox"/> REFERENCE