

<b>Island Fed. Credit Union v Naha</b>
2026 NY Slip Op 30463(U)
February 5, 2026
Supreme Court, New York County
Docket Number: Index No. 650806/2021
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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ISLAND FEDERAL CREDIT UNION, SUCCESSOR BY MERGER TO BAY RIDGE FEDERAL CREDIT UNION

Plaintiff,

- v -

SUMMON CHANDRA NAHA, SHYAMAL NAG,

Defendant.

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INDEX NO. 650806/2021

MOTION DATE N/A

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 1- 14, 15, 16, 21, 22, 23, 24, 25, 26

were read on this motion to/for JUDGMENT - SUMMARY IN LIEU OF COMPLAINT .

Plaintiff's motion for summary judgment in lieu of complaint is granted as described below.

Background

Plaintiff brings this case for summary judgment in lieu of complaint to recover on a promissory note. It claims that defendants executed this promissory note in June 16, 2014 in connection with a loan in the principal amount of \$688,900 and that they agreed to make monthly payments of principal and interest of \$3,542.00 from April 1, 2014 until July 1, 2017 after which any unpaid balance would be due. As collateral, defendants agreed to provide plaintiff a security interest in a taxi medallion although that it not a part of this case.

Plaintiff alleges that on May 11, 2017, defendants modified the balance of the note for a total of \$639,149.31 to be paid at a 3.75% rate in monthly installments of \$3,287.00 beginning

on June 1, 2017. It contends that defendant defaulted under the note and that it is attempting to collect what is owed. Plaintiff observes that it is the secured creditor of the of the loan, which was originally made by Bay Ridge Federal Credit Union and contends that there was a merger between Bay Ridge and plaintiff in August 2018. Plaintiff alleges that the UCC financing statement was amended in September 2019 to reflect this change. It says that there is \$596,779.22 due in principal and, with interest, the total is \$622,639.65.

In opposition, defendants claim that plaintiff lacks standing to bring this case. They insist that the affidavit from plaintiff's Senior Vice President is insufficient to show that plaintiff merged with Bay Ridge Federal Credit Union and that no proper foundation for business records was ever laid. Defendants also contend that the loan documents are not instruments for the payment of money only as required in order to bring a motion under CPLR 3213. They also demand that discovery is necessary and that should compel the Court to deny the instant motion.

In reply, plaintiff insists that it has properly demonstrated standing and that its exhibits are admissible. Plaintiff maintains that it did not have to show the entire corporate structure in order to prevail on this motion. It argues that defendants did not identify a sufficient reason not to grant the instant motion.

### **Discussion**

Before the Court addresses the merits, it must address the elephant in the room: this motion-action, which is supposed to be for a speedy resolution when a plaintiff claims to have an instrument for the payment of money only, has been pending for more than five years. This Court discovered the instant application when the case was transferred to the undersigned in December 2025 and, needless to say, the undersigned was horrified to see that this motion was

never done. There are no excuses – the best this Court can do is make the decision and profusely apologize, on behalf of the court system, for the egregious delay.

Now to the merits. “CPLR 3213 affords a speedy and efficient remedy to secure a judgment in certain cases where service of formal pleadings would be unnecessary for the expeditious resolution of the dispute between the parties. This accelerated procedure, however, only applies to an action based upon a judgment or an instrument for the payment of money only. To qualify for CPLR 3213 treatment, plaintiff must prove a prima facie case by the instrument and a failure to make the payments called for by its terms” (*Maglich v Saxe, Bacon & Bolan, P.C.*, 97 AD2d 19, 21, 468 NYS2d 618 [1st Dept 1983] [citations omitted]).

The Court’s analysis begins with the standing issue raised by defendants. The Court finds that the financing statements clearly show that plaintiff took over the loan as it is identified as “successor by merger to Bay Ridge Federal Credit Union” (NYSCEF Doc. No. 7 at 5 of 5). That, combined with the fact that plaintiff submitted an affidavit detailing the timing of the merger prior to the instant lawsuit, satisfied plaintiff’s prima facie burden to show it has standing.

Defendants did not raise a material issue in their opposition. They did not submit anything to suggest that the merger never happened or claim that Bay Ridge separately attempted to recover this debt, thereby raising questions about the merger.

Moreover, the Court finds that plaintiff properly submitted its business records through Mr. Miller’s affidavit (NYSCEF Doc. No. 11). He sufficiently detailed the events of this action through the records kept by plaintiff (*see Bank of New York Mellon v Gordon*, 171 AD3d 197, 205, 97 NYS3d 286 [2d Dept 2019] [discussing the business records exception to the hearsay rule]).

Defendants did not cite a sufficient basis for the Court to deny the motion in opposition. Seeking to enforce a loan is permissible under CPLR 3213 (*see Maglich, P.C.*, 97 AD2d at 21) and they did not deny entering into the loan or defaulting by not making payments. Defendants' claim that discovery is necessary is without merit because they did not identify what discovery is necessary.

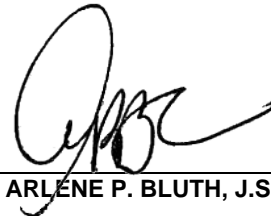
The Court denies the branch of the motion that seeks legal fees as plaintiff did not include a specific citation upon which this demand was based.

Accordingly, it is hereby

ORDERED that plaintiff's motion for summary judgment in lieu of complaint is granted to the extent that the Clerk is directed to enter judgment in favor of plaintiff and against defendants jointly and severally in the amount of \$622,639.65 plus interest at the default rate in the contract from January 19, 2021 along with costs and disbursements upon presentation of proper papers therefor.

2/5/2026

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