

Abdulla v Naji

2026 NY Slip Op 30565(U)

February 13, 2026

Supreme Court, Kings County

Docket Number: Index No. 530517/2025

Judge: Cenceria P. Edwards

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At an IAS Term, Part Comm 2 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 13th day of February, 2026.

PRESENT:

HON. CENCERIA P. EDWARDS, CPA, Justice

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ALI M. ABDULLA,

Plaintiff(s),

-against-

AYAD NAJI,

Defendant(s).

-----X

ORDER

Motion Calendar: 11/19/2025

Motion Cal. #(s): 2

Index #: 530517/2025

Mot. Seq. #(s): 1

The following e-filed papers read herein:

NYSCEF Doc. Nos.:

Notice of Motion/Order to Show Cause/Petition/Cross-Motion and Affidavits (Affirmations) and Exhibits

1-35

Opposing Affidavits (Affirmations) and Exhibits _____

Reply Affidavits (Affirmations) and Exhibits _____

Plaintiff Ali Abdulla ("Plaintiff") commenced this commercial division action against Ayad Naji ("Defendant") by filing a Summons and Complaint on September 4, 2025. The action arose out of a partnership between Defendant and Plaintiff involving a local Deli based in Brooklyn, New York. Plaintiff alleges that Defendant unilaterally excluded Plaintiff from the business, changed the business' name, formed a new corporate entity under the same address, brought in new partners, and failed to provide an accounting or fair valuation of Plaintiff's interests (*see* NYSCEF Doc. #1 at ¶¶ 1).

The Complaint asserts six causes of action against Defendant: (1) Breach of Partnership Agreement (2) Breach of Fiduciary Duty, (3) Accounting, (4) Constructive Trust, (5) Conversation, and (6) Unjust Enrichment (*see id.*).

On September 4, 2025, Plaintiff moved this Court by Order to Show Cause requesting for a temporary restraining order and preliminary injunctive relief. Specifically, Plaintiff seeks an order (1) preventing further unilateral changes to the business, (2) protecting Plaintiff's claimed ownership interest, (3) preserving the Deli's assets, records, and licenses, (4) awarding costs and attorneys' fees, and (5) granting such other and further relief as the court deems just and proper (*see* NYSCEF Doc. #33).

The hearing regarding this OSC was held on November 19, 2025, Defendant failed to appear or submit any opposition to the motion.

BACKGROUND

Defendant and his brother originally formed Habib I Deli, Inc ("the Deli"), located at 631 Flatbush Avenue, Brooklyn, New York 11225, on January 2013 (*see* NYSCEF Doc. #1 at ¶¶6). On or about March 2013, Plaintiff invested \$50,000 in cash and joined the partnership, obtaining a 1/3 interest in the Deli. Plaintiff submitted the original agreement showing signed by Plaintiff, Defendant's brother, and witnessed by two people. (*see* NYSCEF Doc. #3; *see also* NYSCEF Doc. 25 at ¶¶ 4). The parties agreed to a rotational schedule where one partner managed the store while the others returned to Yemen. The typical rotation for the workers involved a cycle of working at the Deli for one year, followed by six months abroad in Yemen (*see* NYSCEF Doc. #1 at ¶¶ 6-9).

In August 2023, the Defendant allegedly informed Plaintiff that he had purchased his brother's share in the business (*see* NYSCEF Doc. #25 at ¶¶ 9). On November 3, 2023, Plaintiff went to Yemen and returned on September 1, 2024, (*see id.* at ¶¶ 11-12). On or about June 1, 2025, Plaintiff went to the Deli and allegedly discovered the Defendant had unilaterally brought in new partners, formed a new corporate identity and changed the business name (*see id.* at ¶¶ 13).

Defendant allegedly informed Plaintiff that Defendant removed Plaintiff from the business due to Defendant finding Plaintiff's management unsatisfactory name (*see id.* at ¶¶ 14). Defendant allegedly offered Plaintiff a \$25,000 buyout of their interest that Plaintiff rejected due to it not being fair market value (*see* NYSCEF Doc. 20 at ¶¶ 17).

DISCUSSION

A party is entitled to a temporary restraining order and a preliminary injunction under CPLR § 6301 if three factors can be established: (i) likelihood of success on the merits; (ii) irreparable injury in the absence of an injunction; and (iii) balance of the hardships *see* (*Congregation Erech Shai Bais Yosef, Inc. v. Werzberger*, 189 AD3d 1165, 1167, [2d Dep't 2020])). Because Defendant has not opposed the motion or submitted any alternative facts, the Court may accept the Verified Complaint as true (*see* NY § CPLR 3213 [a]); *see also* (*Kuehne & Nagel, Inc. v. Baiden*, 36 NY2d 539, 544 [1975]; *see also* (*Bank of America N.A. v. Brannon*, 156 AD3d 1, 6 [2d Dep't 2017])). Importantly, Plaintiff has established under clear convincing evidence that he is likely to succeed on the merits.

Plaintiff's Complaint asserts that Defendant unilaterally removed Plaintiff from participating in business at the Deli, formed a new corporation under that same address without Plaintiff's knowledge or consent and attempted to deprive Plaintiff of his rightful share of the partnership's value and profits (*see* NYSCEF Doc. #28 at ¶¶ 1).

Plaintiff has submitted significant documentary evidence establishing that Plaintiff did in fact have an interest in the Deli and was active in its operation. This evidence includes the initial sale in which Plaintiff brought an one-third interest in the Deli for \$50,000, text messages showing that Plaintiff was active in the financial operation and day-to-day operations of the Deli with proof that he had a debit card in the name of the business and texts about day-to-day operations, and

official documentation such as a tax returns showing Plaintiff's name (*see* NYSCEF Doc. #3; *see also* NYSCEF Doc #12; *see also* NYSCEF Doc. #9; *see also* NYSCEF Doc. #18).

Plaintiff submissions demonstrate he has a significant interest in the Deli and that he was an active part of the Deli's operation, combined with the fact that none of Plaintiff's allegations have been opposed, Plaintiff has shown his likelihood to succeed on the merits.

IRREPARABLE INJURY

Plaintiff has and will continue to suffer irreparable harm "any injury for which money damages are insufficient" (*Rockefeller v Leon*, 233 AD3d 904, 908 [2d Dep't 2024]) if this OSC is not granted.

Plaintiff alleges that Defendant has already taken steps to exclude him from the Deli and that if Defendant is not restrained by doing so, Defendant might do more to exclude him further. Plaintiff is not just an investor in the Deli, Plaintiff has a one-third interest in the business, which is a significant portion of the interest of the business that Defendant is interfering with, and money damages would not be sufficient to repair that injury (*see* NYSCEF Doc. #3). Furthermore, since Plaintiff is excluded from the business, he cannot maintain his professional reputation and preserve control over the licenses and permits allegedly issued in his name (*see* NYSCEF Doc. #31 at 8). These are harms that money awards could not sufficiently fix. Thus, Plaintiff has shown that he is at risk of an irreparable injury without a preliminary injunction.

BALANCE OF THE HARDSHIPS

For a movant to prevail on a balance of the equities, it must be shown that the irreparable injury to be sustained by the movant is more burdensome to it than the harm caused by nonmovant through imposition of the injunction. *see (McLaughlin, Piven, Vogel, Inc. v. W.J. Nolan & Co.,*

114 AD2d 165, 174 [2d Dep't 1986]); *see also* (*Berman v. TRG Waterfront Lender, LLC*, 181 AD3d 783, 786 [2d Dep't 2020]).

This balance is in favor of Plaintiff. If this injunction is not granted then Plaintiff remains locked out of his business, his investment potentially dissipated, and his liability on licenses continuing without oversight. If granted, Defendant simply must maintain the status quo: operating the Deli as the parties had done so for more than a decade and not be allowed to unilaterally take over the business.

Accordingly, it is hereby:

ORDERED that the Plaintiff's motion for a preliminary injunction is GRANTED; and it is further

ORDERED that Defendant is enjoined and restrained from taking any action that would alter the ownership, management or control of the Deli

ORDERED that Defendant shall preserve all business licenses and permits associated with the Deli.

The foregoing constitutes the Decision and Order of this Court.

ENTER,



Hon. Cenceria P. Edwards, JSC, CPA