

**Morvillo Abramowitz Grand Iason & Anello P.C. v  
Saidazimov**

2026 NY Slip Op 31304(U)

March 31, 2026

Supreme Court, New York County

Docket Number: Index No. 650757/2025

Judge: Phaedra F. Perry-Bond

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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. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 650757/2025

MORVILLO ABRAMOWITZ GRAND IASON & ANELLO
P.C.,

MOTION DATE 06/09/2025

Interpleader Plaintiff,

MOTION SEQ. NO. 001

- v -

RUSTAM SAIDAZIMOV, ROY AZIM, and DELA SAIDAZIM,

DECISION + ORDER ON MOTION

Interpleader Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32

were read on this motion to/for JUDGMENT - SUMMARY

Upon the foregoing documents, Interpleader Plaintiff's motion is granted in part but denied, without prejudice and with leave to renew on the issue of attorneys' fees and costs. This is an interpleader action brought pursuant to CPLR 1006 seeking to deposit \$250,000 currently being held in Interpleader Plaintiff's escrow account. The Interpleader Plaintiff represented Interpleader Defendant Dela Saidazim ("Dela") in a criminal case in the United States District Court for the Eastern District of New York (the "Criminal Case"). Rustam Saidazimov ("Rustam") is Dela's brother and Roy Azim ("Azim") is Dela's father.

On June 8, 2021, Dela was arrested and on June 23, 2021, the Court in the Criminal Case issued a release order allowing Dela to be released on a \$500,000.00 appearance bond. In connection with the bond, \$250,000.00 was deposited with the clerk of the Court for the U.S. District Court for the Eastern District of New York. The \$250,000.00 was deposited by Rustam. On February 16, 2023, Dela entered a guilty plea, and on December 13, 2023, Dela appeared for a sentencing proceeding. On December 21, 2023, Rustam purportedly submitted a declaration

stating the \$250,000 deposited with the Court was composed of funds from the Saidazimov family and requesting the \$250,000 in cash bail be released to Plaintiff's escrow account. The declaration directed that Plaintiff shall provide the \$250,000 to Azim, or if Azim could not receive the money, then to Rustam's uncle, Mirzafar Mirisupov (*see* NYSCEF Doc. 26). However, on January 1, 2024, Rustam purportedly e-mailed Interpleader Plaintiff and claimed he did not sign the declaration, and requested the escrow funds be returned to him directly. At the same time, Azim advised Interpleader Plaintiff that the escrow funds belong to him and not Rustam.

On January 17, 2024, Interpleader Plaintiff received the \$250,000 and deposited it in its escrow account. On June 11, 2024, Interpleader Plaintiff received a document signed by Azim and a witness, Mirzafar Mirisupov, which stated that the \$250,000 belongs to Azim, and Azim directed Interpleader Plaintiff to disburse the \$250,000 to Dela. Rustam then sent repeated threats to Interpleader Plaintiff demanding the funds be disbursed to him. Interpleader Plaintiff now moves for summary judgment seeking an order directing it to deposit the \$250,000 with the Court while the Interpleader Defendants litigate ownership of the \$250,000.

Rustam is the only party to oppose the application. Rustam claims the motion is inappropriate because Interpleader Plaintiff is not a neutral stakeholder because Interpleader Plaintiff's negligence in submitting the declaration, which was not notarized, is what caused this dispute. Rustam claims the \$250,000 came from him alone, and he states discovery is needed, including a forensic analysis of the declaration. Rustam also claims he was improperly served and he claims Interpleader Plaintiff's request for attorneys' fees and costs is unreasonable.<sup>1</sup>

In reply, Interpleader Plaintiff notes that Rustam did not object to jurisdiction in his Answer (NYSCEF Doc. 8) and he was served at the Florida address listed in his Answer. Interpleader

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<sup>1</sup> Rustam's opposition was late, but as he is proceeding *pro se* from Moscow, Russia, the Court considers it. Any prejudice has been ameliorated as Interpleader Plaintiff was granted leave to file a late reply.

Plaintiff also argues Rustam is precluded from arguing that Interpleader Plaintiff is not a neutral party because Rustam admitted this allegation in his Answer (*see* NYSCEF Doc. 8 at ¶ 28-30). Finally, Interpleader Plaintiff argues factual issues can be litigated by the Interpleader Defendants once the funds are deposited and Interpleader Plaintiff is dismissed from the case.

Pursuant to CPLR § 1006(a), a person who may be exposed to multiple liabilities as the result of adverse claims may commence an interpleader action against two or more of the claimants. An interpleader plaintiff does not have to assess the legal validity of the competing claims against it – interpleader is appropriate where the party requesting it has a reasonable fear of vexatious or conflicting claims to the assets held (*see Bank of New York v First Millennium, Inc.*, 607 F3d 905, 922 [2d Cir 2010]). Here, the Court finds the undisputed facts establish that Interpleader Plaintiff is a neutral stakeholder of \$250,000.00, which is claimed by multiple parties, making summary judgment granting Interpleader Plaintiff's request to deposit the \$250,000.00 with the Court appropriate. Rustam's arguments in opposition are unavailing and there is nothing preventing him from litigating the ownership of the \$250,000 once it is deposited with the Court and after Interpleader Plaintiff is dismissed from this case.

However, the Court finds the fees requested – namely \$40,214.42, and the rates charged to be unreasonable and unsupported. CPLR 1006(f) provides that once the interpleader plaintiff is dismissed from the case “[t]he court shall impose such terms relating to payment of expenses, costs and disbursements as may be just and which may be charged against the subject matter of the action.” Thus, CPLR 1006(f) provides the Court with discretion to fashion the terms of the payment of the interpleader plaintiff's expenses, costs, and disbursements (*see also Fischbein, Badillo, Wagner v Tova Realty, Co.*, 193 AD2d 442, 445 [1993] [finding expenses may be assessed against interpleader defendants in Court's discretion]). There is no explanation as to why so many

attorneys had to be involved in such a simple matter that was barely opposed, nor is there any detail through contemporaneous time sheets or billing entries as to what was done to justify the number of hours worked on this case. Therefore, the request for fees is denied, without prejudice. Interpleader Plaintiff may file a renewed application for fees with the proper supporting documentation, including attorney resumes, rates awarded on similar fee applications, and more particularized billing and time entries.

Accordingly, it is hereby,

ORDERED that Interpleader Plaintiff's motion is granted with respect to its first cause of action, and Interpleader Plaintiff is hereby dismissed from this case, and within thirty days of entry, Interpleader Plaintiff shall submit a proposed order granting it the relief requested<sup>2</sup>; and it is further

ORDERED that Interpleader Plaintiff's motion with respect to the issue of fees and costs to be awarded pursuant to CPLR 1006(f) is denied, without prejudice, and with leave to renew with proper supporting papers; and it is further

ORDERED that within ten days of entry, counsel for Interpleader Plaintiff shall serve a copy of this Decision and Order, with notice of entry, via NYSCEF and via first-class mail at the Interpleader Defendants' last known address.

This constitutes the Decision and Order of the Court.

3/31/26  
DATE

  
HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION
APPLICATION:	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE

<sup>2</sup> The Court may hold in abeyance directing deposit of the sum held until the issue of attorneys' fees is resolved.