

Kapoor v 271 Tenants Corp.
2026 NY Slip Op 31458(U)
April 8, 2026
Supreme Court, New York County
Docket Number: Index No. 155049/2024
Judge: Ashlee Crawford
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ASHLEE CRAWFORD

PART 38

Justice

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INDEX NO. 155049/2024

VIKAS KAPOOR, JAISHRI KAPOOR, SRIDHAR MANI AND
JAISHRI KAPOOR AS TRUSTEES ON BEHALF OF THE
VIKAS KAPOOR QPRT, SRIDHAR MANI AND VIKAS
KAPOOR AS TRUSTEES ON BEHALF OF THE JAISHRI
KAPOOR QPRT

MOTION DATE 11/04/2025

MOTION SEQ. NO. 005

Plaintiffs,

- v -

DECISION + ORDER ON
MOTION

271 TENANTS CORP., BOARD OF DIRECTORS OF 271
TENANTS CORP., ORSID REALTY CORP. A/K/A ORSID
NEW YORK,

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 005) 142, 143, 144, 145,
146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166,
167, 168, 169, 170, 171, 172, 173, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190,
191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202

were read on this motion to/for INJUNCTION/RESTRAINING ORDER

Plaintiffs move pursuant to CPLR 6301 for a preliminary injunction to (1) compel
defendants to perform comprehensive testing, with plaintiffs' experts present, to determine the
source of water leaks and moisture infiltration into the 12th floor of plaintiffs' apartment from
the terrace deck and exterior walls; and (2) require defendants to prepare a comprehensive plan
to repair defects and provide copies of the tests and plan to plaintiffs. Plaintiffs further move
pursuant to CPLR 6401 to appoint a temporary receiver with authority to (i) repair all roof and
related structures so that plaintiffs' apartment can be restored to a habitable state; (ii) raise funds
for such repairs; and (iii) exercise all powers granted to the cooperative's Board of Directors to
carry out the foregoing. Defendants oppose the motion.

The Court heard oral argument on the record on December 11, 2025.

Preliminary Injunction

Under CPLR 6301, “[t]he party seeking a preliminary injunction must demonstrate a probability of success on the merits, danger of irreparable injury in the absence of an injunction and a balance of the equities in its favor” (Nobu Next Door, LLC v Fine Arts Housing, Inc., 4 NY3d 839, 840 [2005]).

On plaintiffs’ prior order to show cause for a preliminary injunction to compel defendants to repair the roof (seq. 001), the Court found that plaintiffs had established a likelihood of success on the merits of their fourth cause of action for a permanent injunction to remedy water leaks and mold in their apartment (see 6/26/25 order [NYSCEF Doc. 103 at 4:16-19]). The Court further determined on that prior motion that plaintiffs had established irreparable harm in that they were deprived of the use of their home for an extended period; and plaintiffs had established that the balancing of the equities weighed in their favor (id. at 5:2-7). However, the Court ruled that “while the plaintiffs are entitled to an order requiring defendants to fix the water leaks and remediate the mold, under the business judgment rule plaintiffs are not entitled to dictate the methodology and timing of the work” (id. at 5:7-12). With respect to the penthouse roof only, about which the Court held a hearing in May 2025, the Court ruled in the alternative that even if plaintiffs were empowered to dictate the methodology and timing of the work, as a matter of law, defendants’ proposed methodology for how and when to conduct the work was the better plan (id. at 5:13-20).

Mere weeks after the Court granted plaintiffs’ first motion for a preliminary injunction, it denied plaintiffs’ motion to hold defendants in contempt for failing to comply with the order granting the preliminary injunction, again citing the business judgment rule and finding that

defendant had been complying with the June 26, 2025 order (7/25/26 order [mot. seq. 003][NYSCEF Doc. 136]).

Now, plaintiffs move again for a preliminary injunction, this time directed to the terrace deck and exterior walls. The question of plaintiffs' likelihood of success on the merits of their claim is law of the case based on the ruling on motion sequence 001. Plaintiffs have also shown a danger of irreparable injury absent this subsequent preliminary injunction. As discussed during oral argument on December 11, 2025, and as set forth in defendants' confidential December report, the execution of the drying protocol on the penthouse roof is proceeding, albeit with significant delays. However, it was not until November 2026 that defendants' expert issued a report recommending the replacement of the terrace roof. While the defendant board of directors have apparently adopted that recommendation, defendants' counsel asserts that there is still no proposal from a contractor, no permits, and no timeline for the work. Under the circumstances, the equities weigh in plaintiffs' favor on this application, which is granted to the extent that defendants shall prepare a comprehensive plan to repair any defects in the terrace roof and exterior walls which cause water leaks in plaintiffs' apartment, and shall provide copies of the plan to plaintiffs.

Appointment of Temporary Receiver

"CPLR 6401 (a) authorizes the appointment of a receiver where there is danger that the property will be removed from the state, or lost, materially injured or destroyed." (In re Armienti, 309 AD2d 659, 661 [1st Dept 2003]). The appointment of a receiver is a "drastic remedy" only to be invoked "where necessary for the protection of the parties[] and upon a clear showing of a danger of irreparable loss" (Moran v Moran, 77 AD3d 443, 445 [1st Dept 2010]; see 1995 Birchall Ave. LLC v Boodhoo, 128 AD3d 504 [1st Dept 2015])[plaintiff did not make

clear evidentiary showing)). “A motion to appoint a receiver should be granted only where there appears to be a special reason for doing so” (Itria Ventures LLC v Beaver St. Pizza LLC, 194 AD3d 447, 447 [1st Dept 2021][internal citation omitted][denying appointment]). Plaintiffs have not met their burden for the appointment of a temporary receiver at this time.

Accordingly it is

ORDERED that that part of plaintiffs’ order to show cause for a preliminary injunction is GRANTED IN PART to the extent that defendants shall prepare a comprehensive plan to repair any defects in the terrace roof and exterior walls which cause water leaks in plaintiffs’ apartment, and shall provide copies of the plan to plaintiffs; and it is further

ORDERED that plaintiffs shall post an (additional) undertaking pursuant to CPLR 6312(b) in the sum of \$1,000.00, on or before April 22, 2026, subject to modification upon motion by any party; and upon the condition that plaintiffs, if it is finally determined that they were not entitled to the injunction, will pay to defendants all damages and costs which may be sustained by reason of the injunction; and it is further

ORDERED that that part of plaintiffs’ order to show cause for the appointment of a temporary receiver is DENIED without prejudice; and it is further

ORDERED that defendants shall expedite all necessary steps for the completion of all roof repairs (including to the penthouse roof, terrace roof, exterior walls, and any other affected areas) and mold remediation in and/or impacting plaintiffs’ apartment; and it is further

ORDERED that the parties, having repeatedly failed to comply with the Court’s order that they submit a proposed preliminary conference order, shall submit such an order within ten (10) days of entry of this order by filing via NYSCEF and emailing a copy to the Part Clerk; and it is further

ORDERED that the parties' failure to comply with the Court's discovery orders could result in stricken pleadings, waiver, preclusion or other sanctions; and it is further

ORDERED that all parties shall appear for a compliance conference on May 12, 2025, at 10:00 AM.

This constitutes the decision and order of the Court.



4/8/26
DATE

ASHLEE CRAWFORD, J.S.C.

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	
APPLICATION:	<input type="checkbox"/> GRANTED		<input 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