

Al Ansar Ctr. v Rabah
2026 NY Slip Op 31462(U)
February 11, 2026
Supreme Court, Kings County
Docket Number: Index No. 514108/2025
Judge: Francois A. Rivera
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At an IAS Term, Part 52 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at Civic Center, Brooklyn, New York, on the 11th day of February 2026

HONORABLE FRANCOIS A. RIVERA

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AL ANSAR CENTER a/k/a MASJID ANSAR AL-ANSAR, **DECISION & ORDER**
MOHAMMAD MUSA, WALEED SULEIMAN,
QIYDAAR SADUDDIN-SINGH, UMAIR AHMED,
ALLA MUSA, MEHDI NOUIOUI,

Index No.: 514108/2025

Fully submitted: 1/22/2026

Plaintiff,

Cal. No.: 3

- against -

Ms. Seq. No.: 2

NOOR RABAH, a/k/a NOORDEEN RABAH a/k/a
NOORUDEN RABAH a/k/a NOORADEEN ABU
IBRAHIM a/k/a NOORIDINE RABAH, a/k/a
NOORUDEAN RABAH,

Defendants.

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Recitation in accordance with CPLR 2219 (a) of the papers considered on the notice of motion filed on November 26, 2025, under motion sequence number two by Noor Rabah, a/k/a Noordeen Rabah a/k/a Nooruden Rabah a/k/a Nooradeen Abu Ibrahim A/K/A Nooridine Rabah, a/k/a Noorudean Rabah (hereinafter defendant or Rabah) proceeding pro se for an order pursuant to CPLR 3211 (a) (1), CPLR 3211 (a) (5), CPLR (a) (7), and 22 NYCRR § 130-1.1 dismissing the verified complaint of Al Ansar Center A/K/A Masjid Al-Ansar Al-Ansar, Mohammad Musa, Waleed Suleiman, Qiydaar Saduddin-Singh, Umair Ahmed, Alla Musa and Mehdi Nouioui (hereinafter the plaintiffs) as follows:

1. “dismissing the Verified Complaint pursuant to CPLR 3211(a)(1) on the ground that documentary evidence—including the Halal Capital contract, wire confirmations, sworn DOJ victim-designation letters, federal subpoena & rider, WhatsApp communications, video transcripts, and police/court records—conclusively refutes Plaintiffs’ allegations;

2. dismissing the Verified Complaint pursuant to CPLR 3211(a)(3) on the ground that plaintiffs have already been awarded restitution in *United States v. Igbara*, 22-CR-424 (EDNY), and therefore cannot demonstrate damages, standing, or any cognizable loss under New York law;
3. dismissing the Verified Complaint pursuant to CPLR 3211(a)(5) as a duplicative re-filing of the dismissed 2022 action (Index No. 502791/2022), following plaintiffs' two-year abandonment and failure to re-serve, amend, or prosecute that action;
4. dismissing the Verified Complaint pursuant to CPLR 3211(a)(7) for failure to plead any legally cognizable claim against Defendant, including failure to allege reliance, duty, misrepresentation, causation, or a basis for piercing the corporate veil; and
5. pursuant to 22 NYCRR §130-1.1, imposing sanctions and awarding costs against Plaintiffs for engaging in frivolous litigation, where this second, duplicative filing—after a prior dismissal and a federal restitution award—(i) is completely without merit in law, (ii) cannot be supported by any reasonable argument for an extension or modification of existing law, and (iii) appears undertaken primarily to harass and retaliate rather than to resolve a legitimate dispute.” [emphasis removed]¹

The motion is opposed.

- Notice of motion
- Affirmation in support
- Memorandum of law in support
Exhibits 1, A-I, I-2, J-Z, AA-AF
- Memorandum of law in opposition
- Memorandum of law in reply

BACGROUND

On April 28, 2025, the plaintiffs commenced the instant action against defendant Noor Rabah, a/k/a Noordeen Rabah a/k/a Nooruden Rabah a/k/a Nooradeen Abu Ibrahim a/k/a Nooridine Rabah, a/k/a Noorudean Rabah (hereinafter Rabah) by filing a summons and verified complaint with the Kings County Clerk's office (KCCO).

The verified complaint alleges two hundred and forty-one allegations of fact in support of fourteen denominated causes of action. The first cause of action is for breach of

¹ This is the exact language of the notice of motion filed under NYSCEF doc. no. 19.

contract and is asserted by plaintiff Masjid Ansar Al-Ansar. The second cause of action is for breach of contract and is asserted by plaintiff Masjid Ansar Al-Ansar. The third cause of action is for breach of contract and is asserted by plaintiff Mohammad Musa. The fourth cause of action is for breach of contract and is asserted by plaintiff Waleed Suleiman. The fifth cause of action is for breach of contract and is asserted by plaintiff Qiydaar Saduddin-Singh. The sixth cause of action is for breach of contract and is asserted by plaintiff Umair Ahmed. The seventh cause of action is for breach of contract and is asserted by plaintiff Alla Musa. The eighth cause of action is for breach of contract and is asserted by plaintiff Alla Musa. The ninth cause of action is for breach of contract and is asserted by plaintiff Mehdi Nouioui. The tenth cause of action is for fraud in the inducement. The eleventh cause of action is for common law fraud. The twelfth cause of action is denominated as one for tort of deceit. The thirteenth cause of action is denominated as fraud in the concealment. The fourteenth cause of action is for unjust enrichment.

The defendant, proceeding pro se, filed the instant motion to dismiss the complaint pursuant to CPLR 3211 (a) in lieu of interposing an answer to the verified complaint.

MOTION PAPERS

The defendant's motion papers consist of the notice of motion, a document denominated as an affirmation in support and numerous annexed exhibits.

The plaintiffs' opposition papers consist of a memorandum of law in opposition.

The defendant replied to the plaintiffs' memorandum of law in opposition with a memorandum of law in reply.

LAW AND APPLICATION

By the instant motion the defendant seeks, among other things, an order pursuant to CPLR 3211 (a) (1), CPLR 3211 (a) (3), CPLR 3211 (a) (5) and CPLR 3211 (a) (7) dismissing the verified complaint.

“On a motion to dismiss pursuant to CPLR 3211(a), the court ‘must accept as true the facts as alleged in the complaint and submissions in opposition to the motion, accord plaintiffs the benefit of every possible favorable inference and determine only whether the facts as alleged fit within any cognizable legal theory’” (*Louzon v Gentry Apts. Inc.*, 191 AD3d 776 [2d Dept 2021], quoting *Whitebox Concentrated Convertible Arbitrage Partners, L.P. v Superior Well Servs., Inc.*, 20 NY3d 59, 63 [2012]).

To prevail on a motion to dismiss pursuant to CPLR 3211(a)(1), a defendant must demonstrate that the proffered documentary evidence “utterly refutes plaintiff’s factual allegations, conclusively establishing a defense as a matter of law” (*Goshen v Mutual Life Ins. Co. of N.Y.*, 98 NY2d 314, 326 [2002]). For evidence submitted in support of a CPLR 3211 (a) (1) motion to qualify as “documentary evidence,” it must be “unambiguous and of undisputed authenticity” (*Fontanetta v John Doe 1*, 73 AD3d 78, 86 [2d Dept 2010]).

The defendant has also moved to dismiss the complaint on the basis that the plaintiffs lack standing. “While CPLR 3211(a)(3) speaks to the plaintiff’s lack of ‘capacity’ as a basis for dismissing complaints, decisional authorities have addressed a party’s lack of standing as within the scope of the same statutory subdivision.” (*Hall v Nassau County*, 245 NYS3d 244, 249 [2d Dept 2025]). “Where a defendant seeks dismissal pursuant to CPLR 3211 (a) (3) based on lack of standing, the burden is on the

moving defendant to establish, prima facie, the plaintiff's lack of standing" (*id.*).

"To dismiss a cause of action pursuant to CPLR 3211(a)(5) on the ground that it is barred by the applicable statute of limitations, a defendant bears the initial burden of demonstrating, prima facie, that the time within which to commence the action has expired" (*North Shore Investors Realty Group, LLC v Traina*, 170 AD3d 737, 738 [2d Dept 2019], citing *U.S. Bank v Gordon*, 158 AD3d 832, 834-835 [2d Dept 2018]; see *Beroza v Sallah Law Firm, P.C.*, 126 AD3d 742, 742-743 [2d Dept 2015], citing *Kitty Jie Yuan v 2368 W. 12th St., LLC*, 119 AD3d 674, 674 [2d Dept 2014]).

"If the defendant satisfies this burden, the burden shifts to the plaintiff to raise a question of fact as to whether the statute of limitations was tolled or otherwise inapplicable, or whether the plaintiff actually commenced the action within the applicable limitations period" (*North Shore Invs. Realty Group, LLC v Traina*, 170 AD3d 737, 738 [2d Dept 2019]).

Moreover, "[w]here evidentiary material is submitted and considered on a motion to dismiss a complaint pursuant to CPLR 3211(a)(7), and the motion is not converted into one for summary judgment, the question becomes whether the plaintiff has a cause of action, not whether the plaintiff has stated one, and unless it has been shown that a material fact as claimed by the plaintiff to be one is not a fact at all and unless it can be said that no significant dispute exists regarding it, dismissal should not eventuate" (*Rabos v R&R Bagels & Bakery, Inc.*, 100 AD3d 849, 851-852 [2d Dept 2012]).

In the case at bar, the purported affirmation of the defendant is the only document containing the allegations of fact in support of the instant motion. The purported

affirmation of the defendant, however, does not comply with CPLR 2106 as amended (CPLR 2106; *see* Patrick M. Connors, *The Blockbuster Amendment to CPLR 2196 Permitting Any Person to Submit an Affirmation in Lieu of an Affidavit*, 98 St. John's L. Rev. 375, 381 [2024] [analyzing the amended CPLR 2106]). It lacks the language prescribed in the statute, or language that is in substantially the following form:

“I affirm this ___ day of _____, _____, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.”

The affirmation by the defendant is insufficient and does not encompass the requisite language or language substantially reflective of that required in the statute. Here, “[t]here is no acknowledgement of the laws of New York or the possible penalties of fine or imprisonment if the statements made therein were not true” (*R.F. v L.K.*, 82 Misc 3d 1221[A], 2024 NY Slip Op 50358[U], [Sup Ct, Westchester County 2024]). Therefore, the “[a]ffirmation [wa]s not in admissible form and c[ould] not be relied upon as proof of facts set forth therein” (*id.*, citing *Graham Ct. Owners Corp. v Memminger*, 81 Misc 3d 1248[A], *2 n 5 [Civ Ct, NY County 2024]; *see also Matter of Grandsard v Hutchison*, 2024 WL 1957086, *1 [Sup Ct, NY County 2024], *affd* 227 AD3d 491, 491 [1st Dept 2024]). Consequently, defendant’s defective affirmation may not be used to authenticate any of the documents which he annexed and referred to therein. Under these circumstances, the defendant cannot demonstrate entitlement to dismissal of the complaint pursuant to CPLR 3211 (a) (1).

On the branch of the motion to dismiss the complaint pursuant to CPLR 3211 (a)

(3), the defendant has argued that the instant action should be dismissed because the plaintiffs have already been awarded federal restitution in *United States v Igbara* (22-CR-424), eliminating any legally cognizable damages or standing. This argument, standing alone, did not meet the defendant's initial burden of demonstrating, prima facie, that the plaintiffs lack standing.

On the branch of the motion to dismiss the complaint pursuant to CPLR 3211 (a) (5), the defendant has argued that the instant action should be dismissed as an improper duplication of the same claims that the plaintiffs had made in a prior action. He further argued that the prior action had been dismissed due to defective service. These alleged facts, the sole support for this branch of the defendant's motion, did not meet the defendant's initial burden of demonstrating, prima facie, that the time within which to commence the action has expired.

On the branch of the defendant's motion seeking dismissal of the complaint pursuant to CPLR 3211 (a) (7), it is noted that the first nine causes of action are for breach of contract based on separate agreements between the defendant and each one of the plaintiffs. "The essential elements of a cause of action to recover damages for breach of contract are the existence of a contract, the plaintiff's performance pursuant to the contract, the defendant's breach of its contractual obligations, and damages resulting from the breach" (*R. Vig Props, LLC v Rahimzada*, 213 AD3d 871, 873 [2d Dept 2023], quoting *Davydov v Youssefi*, 205 AD3d 879, 880 [2d Dept 2022]; see *Cruz v Cruz*, 213 AD3d 805, 807 [2d Dept 2023]). Here, accepting the allegations in the complaint as true and giving the plaintiffs the benefit of every possible favorable inference, the first nine causes of

action in the complaint sufficiently allege the elements of a breach of contract cause of action against the defendant necessary to survive a motion to dismiss pursuant to CPLR 3211 (a) (7).

The tenth, eleventh and thirteenth causes of action are for fraud in the inducement; common law fraud, and fraudulent concealment. The twelfth cause of action is denominated as one for tort of deceit.

“In an action to recover damages for fraud, the plaintiff must prove a misrepresentation or a material omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury” (*Atlasman v Korol*, 238 AD3d 826, 829 [2d Dept 2025], quoting *Lama Holding Co. v Smith Barney*, 88 NY2d 413, 421 [1996]). “A cause of action to recover damages for fraud cannot be sustained where ‘the alleged misrepresentations amounted only to a misrepresentation of the intent or ability to perform under [a] contract’ ” (*id.*, quoting *Gorman v Fowkes*, 97 AD3d 726, 727 [2d Dept 2012], and citing *Michael Davis Constr., Inc. v 129 Parsonage Lane, LLC*, 194 AD3d 805, 807-808 [2d Dept 2021]). Here, the allegations of fact in the verified complaint allege that the defendant's alleged fraud was misrepresenting the intent to perform under the various agreements with the plaintiffs. As a result, the plaintiff did not plead a cognizable claim for fraud against the defendant.

The fourteenth cause of action is for unjust enrichment. “The elements of a cause of action to recover for unjust enrichment are (1) the defendant was enriched, (2) at the plaintiff's expense, and (3) that it is against equity and good conscience to permit the

defendant to retain what is sought to be recovered” (*Sarker v Das*, 203 AD3d 973, 975 [2d Dept 2022]), quoting *Financial Assistance, Inc. v Graham*, 191 AD3d 952, 956 [2d Dept 2021]).

A plaintiff’s cause of action for unjust enrichment may not be maintained if a valid contract governing the subject matter exists. Under such circumstances, recovery in quasi contract for events arising out of the same subject matter are generally precluded (*CSI Group, LLP v Harper*, 153 AD3d 1314, 1317 [2d Dept 2017], citing *EBC I, Inc. v Goldman, Sachs & Co.*, 5 NY3d 11, 23 [2005], and citing *Clark-Fitzpatrick, Inc. v Long Is. R.R. Co.*, 70 NY2d 382, 388 [1987]). The plaintiffs’ respective claims for breach of contract are undisputedly based on agreements they had with the defendant. Consequently, the plaintiffs may not maintain a claim for unjust enrichment.

In sum, the branch of the defendant’s motion seeking to dismiss the plaintiffs’ complaint pursuant to CPLR 3211(a) (1), CPLR 3211(a) (3) and CPLR 3211(a) (5) is denied. The branch of the defendant’s motion seeking to dismiss the plaintiffs’ complaint pursuant to CPLR 3211 (a) (7) is granted in part and denied in part. It is denied as to the first nine causes of action for breach of contract. It is granted as to the tenth, eleventh, twelfth, thirteenth and fourteenth cause of action.

Pursuant to the Rules of the Chief Administrator of the Courts Part 130 as set forth in 22 NYCRR 130-1.1, the court may award to any party or attorney in a civil matter cost in the form of reimbursement for actual expenses reasonably incurred and reasonable attorney fees, resulting from frivolous conduct.

For the purpose of this Part, conduct is frivolous if: (1) it is completely without

merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (2) it is undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another; or (3) it asserts material factual statements that are false (*see* 22 NYCRR 130-1.1; *Dubovoy v Government Empls. Ins. Co.*, 56 Misc. 3d 1203[A], 2017 Slip Op 50843[U] *4 [Sup Ct, King County 2017]).

Inasmuch as there are no sworn allegations of fact of any conduct by the plaintiffs which may be deemed frivolous, the branch of the defendant's motion for an order pursuant to 22 NYCRR 130-1.1 imposing sanctions against the plaintiffs for engaging in frivolous conduct is unsupported and must be denied.

In accordance with CPLR 3211 (f) the defendant is directed to interpose and file an answer to the amended complaint within ten days of its receipt of notice of entry of the instant decision and order.

CONCLUSION

The branch of the motion by defendant Noor Rabah for an order pursuant to CPLR 3211 (a) (1), (3), (5) is denied.

The branch of the motion by defendant Noor Rabah for an order pursuant to CPLR 3211 (a) (7) is denied in part and granted in part.

It is denied as to the first nine causes of action for breach of contract. It is granted as to the tenth, eleventh, twelfth, thirteenth and fourteenth cause of action.

The branch of the motion by defendant Noor Rabah for an order pursuant to 22

NYCRR 130-1.1 imposing sanctions against the plaintiffs for engaging in frivolous conduct is denied.

The defendant is directed to interpose and file an answer to the verified complaint within ten days of its receipt of notice of entry of the instant decision and order.

The foregoing constitutes the decision and order of this Court.

ENTER:



J.S.C.
HON. FRANCOISA RIVERA