

<b>Psalms Creative, LLC v EFG Capital Intl. Corp.</b>
2026 NY Slip Op 31539(U)
April 13, 2026
Supreme Court, New York County
Docket Number: Index No. 653216/2025
Judge: Andrea Masley
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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. ANDREA MASLEY PART 48**

*Justice*

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PSALMS CREATIVE, LLC and ARIEL OVADIA,

Plaintiffs,

- v -

EFG CAPITAL INTERNATIONAL CORP., EFG (MIDDLE EAST) LIMITED, EFG CAPITAL HOLDINGS CORP, and EFG INTERNATIONAL AG,

Defendants.

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INDEX NO. 653216/2025

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 003

**DECISION + ORDER ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 003) 42, 43, 44, 45 were read on this motion to/for EXTEND - TIME.

In motion sequence 003, plaintiffs Psalms Creative, LLC and Ariel Ovaida, move pursuant to CPLR 306-b for an extension of time to serve and/or alternative service authorized, specifically to effectuate service by certified mail. (NYSCEF Doc. No. [NYSCEF] 42, Notice of Motion.) Plaintiffs explain that defendant EFG (Middle East) Limited’s principal place of business is in Dubai United Arab Emirates and defendant EFT International AG’s is headquartered in Zurich, Switzerland. (NYSCEF 1, Complaint ¶¶ 4, 8.) Plaintiffs move for alternative service under CPLR 308(5) to serve defendants by certified mail, via Priority Mail, Federal Express, UPS and/or DHL. (NYSCEF 43, MOL in Support of Motion to Extend at 5.)

Plaintiffs allege that in February 2024, Bakul Nath and Ovadia came to an agreement authorizing Ovadia to make trades using funds advanced by Bakul Nath, held at defendant EFG (Middle East) Limited. (NYSCEF 17, Amended Complaint ¶ 3.) Plaintiffs allege that Ovadia communicated with individuals at EFG (Middle East)

Limited (and only that entity) about those trades in exchange for 20% of profits. (*Id.* ¶ 4-7.) Plaintiffs allege causes of action against EFG (Middle East) Limited and EFG Capital International for intentional interference with a contractual relationship, tortious interference with prospective economic advantage, and defamation. (*Id.* ¶¶ 33-161.)

While the motion is unopposed, former defendants EFG Capital Holdings and EFG Capital International<sup>1</sup> observe that to serve process in the U.A.E., plaintiffs must engage “either (1) a summons clerk who is appointed and trained by the relevant governmental authorities, or (2) a private process server who works for a company authorized by the government of the U.A.E. to serve process.” (*Nabulsi v Nahyan*, 2009 WL 1658017, at 7 [SD Tex June 12, 2009].) The UAE is not a signatory to the Hague Convention. (*Id.*) As to service on EFT International A, Switzerland explicitly rejects service by mail. (*Advanced Aerofoil Techs., AG v Todaro*, 2012 WL 299959, at 2 [SDNY Jan. 31, 2012].) However, Switzerland is a signatory to the Hague Convention for Service. (*Elobied v Baylock*, 299 FRD 105, 108 [ED Pa 2014] [“[I]n Article 10, the Convention provides for service on a person located abroad through ‘postal channels’ ... [but] Switzerland, in signing the Hague Convention, expressly declared its ‘oppos[ition]’ ... [service must be effectuated] through the Swiss Central Authority.”])<sup>2</sup>

Under CPLR 308 (5), the court is authorized to direct an alternative method of service of process “when it has determined that the methods set for in CPLR 308 (1), (2), and (4) are ‘impracticable’” (*Home Fed. Sav. Bank v Versace*, 252 AD2d 480, 480

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<sup>1</sup> Action was dismissed entirely against defendants EFG Capital Holdings and EFG Capital International. (NYSCEF 50, March 18, 2026, Decision Order.)

<sup>2</sup> Local defendants complain that since they have no connection to this action, plaintiffs impermissibly dragged them into the case to somehow target the international defendants.

[2d dept 1998], quoting CPLR 308[5].) CPLR 306-b requires good cause for alternate service such as proof that plaintiff made reasonably diligent efforts to timely serve. (See *Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 104.)

Plaintiffs argue that the complexities of service by way of the Hague Convention should permit plaintiffs to serve by alternative means. (NYSCEF 43, MOL in Support of Motion to Extend at 5.) However, plaintiffs have not explained the complexities involved in serving defendants pursuant to the Hague Convention, except to emphasize the length of time it would take to serve defendants. (*Id.*, at 2-3.) Nevertheless, the length of time required for service under the Hague Convention does not alone justify alternative service. (See, e.g., *Joseph II v Luisa JJ.*, 201 AD3d 43, 49 [3d Dept 2021] [18-to-20-week period for service under Hague Convention did not alone justify alternative service].)

Here, plaintiff made no showing of impracticability. Plaintiff's motion for alternate service by certified mail is denied without prejudice with leave to renew upon showing plaintiffs have taken specific steps to effectuate proper service under the CPLR and/or applicable international treaties.

Plaintiffs also seek to extend the time for service. Service in a foreign country constitutes a situation beyond the plaintiff's control and justifies more time to serve.

“In situations involving service under the Hague Convention the treaty mandates the delegation of the duty and actuality of service to a foreign sovereign over whom the litigant, definitionally, has absolutely no control. All that an attorney can do regarding service pursuant to the Hague Convention is follow the proper procedures to cast his client on the tender mercies of a foreign sovereign.” (*Kulpa v. Jackson*, 773 NYS2d 235, 236 [Sup Ct, Oneida Co, 2004].)

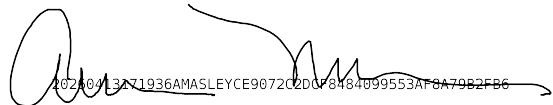
To determine if an extension of time to serve is appropriate, the court applies an interest of justice standard and considers such factors as “expiration of the Statute of

Limitations, the meritorious nature of the cause of action, the length of delay in service, the promptness of a plaintiff's request for the extension of time, and the prejudice to defendant." (*Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 105.) Here, the statute of limitations expires in 2027 since the events took place between April and December of 2024 and a three-year statute of limitations applies to the intentional torts and one year statute of limitations for defamation. (CPLR 214; NY CPLR 215.) Therefore, plaintiffs' motion for an extension of time is granted.

Accordingly, it is

ORDERED, plaintiffs' motion seeking leave to serve defendants by international mail is denied without prejudice with leave to renew; and it is further

ORDERED, plaintiffs' time to properly serve defendants with the Summons and Complaint is extended to June 15, 2026.



4/13/2026

DATE

ANDREA MASLEY, 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