

American Tr. Ins. Co. v Vadim Abramov MD PC

2026 NY Slip Op 31779(U)

April 22, 2026

Supreme Court, New York County

Docket Number: Index No. 655641/2025

Judge: Jeffrey H. Pearlman

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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. JEFFREY H. PEARLMAN PART 44M

Justice

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AMERICAN TRANSIT INSURANCE COMPANY,

Plaintiff,

- v -

VADIM ABRAMOV MD PC,

Defendant.

-----X

INDEX NO. 655641/2025

MOTION DATE 09/22/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20

were read on this motion to/for VACATE - DECISION/ORDER/JUDGMENT/AWARD.

On September 22, 2025, Petitioner American Transit Insurance Company filed a Petition against Respondent Vadim Abramov MD PC seeking an order and judgment to vacate a no-fault arbitration award of \$3,471.92 in favor of Respondent pursuant to CPLR 7511 and 11 NYCRR 65-4.10(a)(4). On October 7, 2025, Respondent filed an Answer and Cross-Motion raising seeking to confirm the arbitration awards and claim attorney’s fees related to the work to prepare the appeal pursuant to 11 NYCRR 65-4.10(j)(4). The dispute arises from a claim entered by Respondent Vadim Abramov MD. Respondent submitted claims totaling \$4,351.32 for dates of service between May 28, 2024 – September 20, 2024. These claims were for medical services allegedly rendered by Respondent to treat injuries incurred by Mahammad Aliyev as the result of a motor vehicle accident that occurred on May 22, 2024. Petitioner denied the claims and instead wrote that workers’ compensation benefits were primary if Mr. Aliyev was working at the time of the accident.

CPLR §7511(b) contains the standard to vacate an arbitration award:

“(b) Grounds for vacating.

1. The award shall be vacated on the application of a party who either participated in the arbitration or was served with a notice of intention to arbitrate if the court finds that the rights of that party were prejudiced by:

- (i) corruption, fraud or misconduct in procuring the award; or
- (ii) partiality of an arbitrator appointed as a neutral, except where the award was by confession; or
- (iii) an arbitrator, or agency or person making the award exceeded his power or so imperfectly executed it that a final and definite award upon the subject matter submitted was not made; or
- (iv) failure to follow the procedure of this article, unless the party applying to vacate the award continued with the arbitration with notice of the defect and without objection.

2. The award shall be vacated on the application of a party who neither participated in the arbitration nor was served with a notice of intention to arbitrate if the court finds that:

- (i) the rights of that party were prejudiced by one of the grounds specified in paragraph one; or
- (ii) a valid agreement to arbitrate was not made; or
- (iii) the agreement to arbitrate had not been complied with; or
- (iv) the arbitrated claim was barred by limitation under subdivision (b) of section 7502.”

In addition, 11 NYCRR 65-4.10(a)(4) permits a party to appeal the award of a lower arbitrator in front of a master arbitrator if that an award rendered in an arbitration under 11 NYCRR 65-4.4 or 65-4.5 was incorrect as a matter of law.

The court has limited discretion in vacating an arbitration award. An arbitrator’s decision may not be overturned even if it includes an error of law or fact. *Sprinzen v. Nomberg*, 46 N.Y.2d 623; *Rochester City School Dist. v Rochester Teachers Assn.*, 41 NY2d 578; *Garrity v Lyle Stuart, Inc.*, 40 NY2d 354. An arbitration award must be upheld when the arbitrator gives even a barely colorable explanation for their decision. *Wien & Malkin*, 6 N.Y.3d 479. Courts allows arbitrators extreme deference and do not overturn arbitration awards due to a simple error in applying the law or a misunderstanding of the law. *DiRussa v. Dean Witter Reynolds Inc.*, 121 F.3d 818; *Duferco Intl. Steel Trading v. T. Klaveness Shipping A/S*, 333 F.3d 383. An arbitrator is not bound by the rules of substantive law and procedure that apply to litigation. *Matter of Associated Teachers of*

Huntington v Board of Educ., 33 NY2d 229. The court cannot vacate an arbitration award unless it causes prejudice to the other party, therefore, its power to grant vacatur is limited. CPLR 7511(b); *Matter of Cooper*, 237 A.D.3d 1500; *Matter of Panos v Mid Hudson Med. Group, P.C.*, 204 A.D.3d 1016; *Matter of Campbell v New York City Tr. Auth.*, 32 A.D.3d 350. The burden to bring clear and convincing evidence rests upon the party seeking to vacate an arbitration award. CPLR 7511(b); *Reale v. B. Healy N.Y. Corp.*, 54 A.D.2d 10039; *Matter of Barrella v State of New York Off. of Mental Health*, 175 A.D.3d 495; *Matter of Piller v Eisner*, 173 A.D.3d 1035.

Under CPLR § 7510 the Court shall confirm an arbitration award upon application of a party made within one-year following the award, unless the award is vacated or modified in accordance with CPLR § 7511, *See generally, Bernstein Family Ltd. Partnership v. Sovereign Partners L. P.*, 66 AD3d 1 [1st Dept 2009]. Respondent's request to confirm the award is within one year of the date of the award being issued.

The Court believes that Respondent's request for \$1,600 for 4.0 hours of work is excessive. *See, American Tr. Ins. Co. v Brooklyn Med. Practice, PC* (2025 NY Slip Op 50897 [U], *2 [Sup Ct, NY County 2025])[*Brooklyn Med.*])

Upon the foregoing documents, it is hereby

ORDERED and ADJUDGED that that Petitioner' request to vacate the arbitration award is denied; and it is further

ORDERED and ADJUDGED that arbitration award of April 26, 2025, is confirmed; and it is further

ORDERED AND ADJUDGED that the Clerk of the Court is directed to enter judgment in favor of petitioner as against respondents in the amount of \$3,471.92, together with interest at

the statutory rate from September 27, 2025, the date of the arbitration award, and interest at the statutory rate post judgment; and it is further

ORDERED AND ADJUDGED that the branch of Respondent’s cross-petition for an award of attorney fees incurred in this proceeding is granted to the extent that Petitioner should pay to the Respondent \$1,000.00 in attorney fees which shall be paid on or before June 1, 2026; and it is further

ORDERED that respondent serve a copy of this order with notice of its entry on petitioner and on the office of the County Clerk (using the NYSCEF filing event “Notice to the County Clerk – CPLR § 8019 [c]), which shall enter judgment accordingly.

4/22/2026
DATE

HON. JEFFREY H. PEARLMAN
JEFFREY H. PEARLMAN, J.S.C. J.S.C.

CHECK ONE: CASE DISPOSED DENIED NON-FINAL DISPOSITION

APPLICATION: GRANTED GRANTED IN PART OTHER

CHECK IF APPROPRIATE: SETTLE ORDER SUBMIT ORDER REFERENCE

INCLUDES TRANSFER/REASSIGN FIDUCIARY APPOINTMENT