

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ABHISHEK VERMA

Plaintiff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

12 Civ. 1182 (ALC) (KNF)

- against -

NOTICE OF MOTION

C. EDMONDS ALLEN

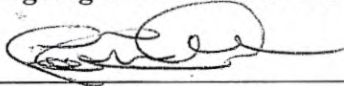
Defendant

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

PLEASE TAKE NOTICE that upon the annexed affirmation of C. Edmonds Allen,
(name)
affirmed on November 19, 2012, and upon the exhibits attached thereto (delete if no
(date)
exhibits), the accompanying Memorandum of Law in support of this motion (delete if there is no
Memorandum of Law), and the pleadings herein, plaintiff/defendant will move this Court, before
(circle one)
The Hon. Kevin N. Fox, United States District/Magistrate Judge, for an order
(Judge's name) (circle one)
pursuant to Rule 11 of the Federal Rules of Civil Procedure granting (state what you want the
Judge to order): dismissing the instant action with prejudice as counsel for Plaintiff has commenced a frivolous
action and has discovered that there is no evidence to support the action and would like to withdraw to protect
the law firm from sanctions under Rule 11.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY
(city) (state)
November 19, 2012
(month) (day) (year)

Signature 
Address 123 East 54th Street - 8-E
New York, NY 10022
Telephone Number 212-308-0606
Fax Number (if you have one) 212-308-0608

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ABHISHEK VERMA

Plaintiff

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

12 Civ. 1182 (ALC) (KNF)

- against -
C. EDMONDS ALLEN

**AFFIRMATION IN OPPOSITION
TO MOTION**

Defendant

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I, C. Edmonds Allen, affirm under penalty of perjury that:

1. I, C. Edmonds Allen, am the plaintiff/defendant in the above entitled action, and

respectfully submit this affirmation in opposition to the motion dated October 31, 2012,

made by Lynn E. Judell, Esq. asking that the court order the following relief:

for an order permitting the law firm of Shechtman Halperin Savage LLP to withdraw as counsel for Plaintiff

(state what the moving party wants the Judge to order)

2. I have personal knowledge of facts which bear on this motion because I have just been given an email from Plaintiff's counsel dated September 25, 2012, wherein Plaintiff's counsel has informed (continued)

(state the basis on which you learned of the relevant facts)

3. The motion should be denied because (state your reasons using additional paragraphs and sheets of paper as necessary)

Plaintiff's counsel seeks only to withdraw as counsel and not to have the action dismissed with prejudice although

she is aware that the action is fraudulent and that no evidence of any transfer of funds by Plaintiff to (continued)

4. In view of the foregoing, it is respectfully submitted that the motion should be denied.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY
(city) (state)
November 19, 2012
(month) (day) (year)

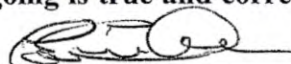
Signature 
Address 123 East 54th Street - 8-E
New York, N.Y. 10022
Telephone Number 212-308-0606
Fax Number (if you have one) 212-308-0608

EXHIBIT A

Sent from BlackBerry® on Airtel

-----Original Message-----

From: "Lynn Judell" <ljudell@shslawfirm.com>

Date: Tue, 25 Sep 2012 12:00:38

To: Gaurang Kanth <gaurang@kanthcorp.com>

Subject: A. Verma/CEA

Gaurang -

I appreciate your willingness to discuss the balance due with AV. In addition to the money, there is the issue of the lack of evidence that the transfer of funds from AV to CEA pursuant to the April 2000 escrow agreement. At the risk of sounding like a broken record, it is impossible to make the motion for a default judgment without evidence of the transfer of funds. If we fail to make the motion, it is likely that the court will dismiss the action.

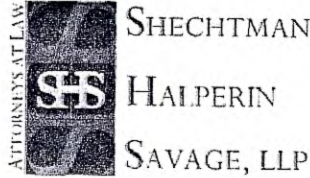
Also, I wanted to bring to your attention a document produced by CEA (attached to his answer). The "Restated Escrow Agreement" dated Feb. 11, 2004 (copy is attached) is identical to the Feb. 11, 2004 "Escrow Agreement" in AV's files (also attached), except that: (i) the "Restated Agreement" is initialed and stamped on each page, whereas the Feb. 11, 2004 Escrow Agreement is not; and (ii) there is a third "WHEREAS" clause in the Restated Agreement (not in the Escrow Agreement) which refers to/reaffirms the April 5, 2000 escrow agreement. **It appears from the Restated Agreement that the funds had not been rec'd as of Feb 2004 and the parties were restating their intention to transfer funds in the future.**

This document highlights my concern regarding proof of transfer of funds and raises the related issue of the authenticity of the Feb. 11 Escrow Agreement. Let me know if you have any thoughts. Unfortunately, at the end of the day, I think I have no choice but to make the motion to withdraw.

Regards,

Lynn

Lynn E. Judell, Esq.
Shechtman Halperin Savage LLP
One North Broadway, Suite 1004
White Plains, New York 10601
(O) 914/946-1888
(F) 914/946-1822
(C) 914/433-6180
ljudell@shslawfirm.com
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A Limited Liability Partnership

Lynn E. Judell
ljudell@shslawfirm.com

January 24, 2012

Via Facsimile, Email and First Class Mail

Mr. C. Edmonds Allen
123 East 54th Street
Suite 8-E
New York, New York 10022

Re: Escrow Agreements between Abhishek Verma and C. Edmonds Allen

Dear Mr. Allen:

We have been retained by Abhishek Verma in connection with the Escrow Agreements dated April 5, 2000 (the "2000 Agreement") and February 11, 2004 (the "2004 Agreement") (collectively, the "Agreements") between Mr. Verma, as Depositor, and you as Agent. As you are aware, Mr. Verma deposited funds -- \$205 million pursuant to the 2000 Agreement and another \$205 million (of which of which \$179,010,000.00 was referred to as the Principal Amount and \$25,990,000.00 was referred to as the Secondary Amount) pursuant to 2004 Agreement -- with you. You acknowledged receipt of the funds deposited by Mr. Verma in 2000 and 2004 (the "Funds").

Paragraph 4(a) of the Agreements provides:

Agent shall continue to hold the Principal Amount and Interest thereon in its possession pursuant to the terms hereof, until it receives written original notices signed by the Depositor that said funds may be released to the Depositor, and/or paid to third parties. Agent shall then within 3 working days release Principal Funds to the Depositor and/or paid to third parties, pursuant to Depositor's instructions.

(Copies of the Agreements are annexed hereto as Exhibit A.)

On January 18, 2012, in accordance with the Agreements, Mr. Verma sent you two separate notices, instructing you to release the Funds (the Principal amount along with interest and profits) related to the 2000 Agreement and the 2004 Agreement, to his personal accounts on or before January 23, 2012. (Copies of the January 18, 2012 notices are annexed hereto as Exhibit B.)

1080 Main Street
Pawtucket, RI 02860
p 401.272.1400
f 401.272.1403

One North Broadway, Suite 1004
White Plains, NY 10601
p 914.946.1888
f 914.946.1822

352 Newbury Street
Boston, MA 02115
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www.shslawfirm.com

Mr. C. Edmonds Allen
January 24, 2012
Page 2

Despite the fact that more than three working days have passed since you received the instructions, the Funds still have not been released to Mr. Verma. Accordingly, our firm has been engaged to commence litigation against you to recover the Funds and other damages. However, before we commence an action, we are mindful that both parties would benefit from avoiding such litigation and reaching a non-judicial resolution. Accordingly, we have been instructed by our client to entertain a settlement discussion provided that such discussion takes place immediately. Please be advised that anything short of: (i) your immediate return of the Funds, plus interest and profits; and (ii) your acknowledgment that the Escrow Agreements have been terminated, will be insufficient.

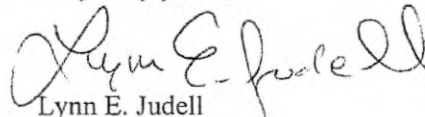
Mr. Verma's New Delhi counsel, Gaurang Kanthcorp, Esq., is in New York this week. We believe it is critical for you to meet with us to discuss this matter in the next few days. Please contact me immediately to schedule a meeting.

If we do not hear from you by January 26, 2012, we shall assume that you are not interested in discussing settlement. In which case, our client will pursue all rights and remedies available to him, including without limitation, commencing an action to recover the Funds, along with the fees and costs expended to date (and attorneys' fees).

This letter has been delivered for settlement purposed only and nothing contained herein is intended, nor shall be deemed to, waive, prejudice or otherwise compromise any rights, remedies or defenses available to our client, all of which are expressly retained.

Please direct all further communications to the undersigned at our New York office. I urge you to give this matter your prompt and serious attention.

Very truly yours,



Lynn E. Judell

cc: Mr. Abhishek Verma
Gaurang Kanthcorp, Esq.