

DOCKET NO: HHDCV206125156S

SUPERIOR COURT

LORD KRISHNA 5 ELLA GRASSO, LLC
V.
BDL REAL ESTATE HOLDINGS, LLCJUDICIAL DISTRICT OF HARTFORD
AT HARTFORD

9/30/2020

ORDER

ORDER REGARDING:

07/20/2020 107.00 NOTICE OF APPLICATION FOR PREJUDGMENT REMEDY / HEARING (JD-CV-53)

The foregoing, having been considered by the Court, is hereby:

ORDER: GRANTED

This matter came before the court on the application of the plaintiff, Lord Krishna 5 Ella Grasso, LLC for a pre-judgment attachment of assets of the defendant, BDL Real Estate Holdings, LLC, to secure a judgment in favor of the plaintiff. After a hearing held on even date herewith in which the court received evidence from Neel Patel and exhibits the court makes the following findings of fact.

The defendant received notice of the PJR hearing and made default of appearance. On October 16, 2018, the plaintiff executed an Option Agreement with the Town of Windsor Locks relative to certain property owned by the plaintiff known as 5 Ella T. Grasso Turnpike, Windsor Locks and 11 Ella T. Grasso Turnpike, Windsor Locks, with buildings and improvements thereon including a hotel and parking area (property). The Option Agreement provided the Town with the right to purchase the property in the period up to December 31, 2018, for a specified price. On December 31, 2018, the Town assigned all rights and interest in the Option Agreement to the defendant. On February 11, 2019, the plaintiff amended the Option Agreement to extend the option period through September 30, 2019. On September 30, 2019, the plaintiff and the defendant signed an option exercise agreement in which the defendant agreed to purchase the property on or before December 31, 2019. Additionally, the defendant agreed to pay certain sums to the plaintiff including a payment of \$150,000 on December 1, 2019. The Option Exercise Agreement contained a liquidated damages clause in the amount of \$300,000, which the court finds reasonable and not punitive. The defendant has not paid the \$150,000 payment due in December of 2019 and did not purchase the property all in breach and violation of the Option Exercise Agreement. The court finds that the plaintiff has proven probable cause that judgment will be rendered for the plaintiff in an amount of \$450,000 representing the December payment and the liquidated damages. The plaintiff has not proven with sufficient specificity entitlement to damages in excess of this amount. It is ordered that the plaintiff may attach to the value of \$450,000 the goods or estate of the defendant.

Judicial Notice (JDNO) was sent regarding this order.

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Judge: CESAR A NOBLE

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.