UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF LOUISIANA

Hinal Patel v. Celtic Bank Corporation and Transamerica Life Insurance Company

Patel · No. 25-1090-JWD-EWD · Decided May 20, 2026

SUMMARY

The United States District Court for the Middle District of Louisiana denied without prejudice Hinal Patel's Rule 12(b)(6) motion to dismiss Celtic Bank Corporation's counterclaim and alternative Rule 12(e) motion for a more definite statement. The court granted Celtic Bank fourteen days to file an amended counterclaim curing the alleged pleading deficiencies and allowed Patel fourteen days thereafter to respond.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	John W. deGravelles
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	May 20, 2026
DOCKET	25-1090-JWD-EWD
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff and Counter-Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Celtic Bank's counterclaim and alternatively moved under Rule 12(e) for a more definite statement. The court denied the motion without prejudice and granted Celtic Bank leave to amend its counterclaim.
STANDARD OF REVIEW	The court considered whether the counterclaim stated a plausible claim under Rule 12(b)(6), but did not resolve the merits because it granted leave to amend without expressing a view on the motion's merits.
PRECEDENTIAL VALUE	Nonprecedential district court order

TOPICS

motions to dismiss · motion for a more definite statement · motion to amend · pleadings · civil procedure

PRACTICE AREAS

Civil procedure | Commercial litigation

QUESTIONS PRESENTED

1. Whether the court should dismiss Celtic Bank's counterclaim under Federal Rule of Civil Procedure 12(b)(6) for failure to plead a plausible claim.
2. Whether the court should order a more definite statement under Federal Rule of Civil Procedure 12(e).
3. Whether Celtic Bank should be granted leave to amend its counterclaim under Federal Rule of Civil Procedure 15(a)(2).

HOLDINGS

1. The court granted Celtic Bank leave under Rule 15(a)(2) to file an amended counterclaim curing the alleged pleading defects.
2. Any amended counterclaim must plead specific factual allegations that, if true, plausibly give rise to an entitlement to relief.
3. Patel's motion to dismiss and alternative motion for a more definite statement was denied without prejudice, allowing Patel to reassert appropriate arguments after an amended counterclaim is filed.

KEY QUOTATIONS

> *"An amended counterclaim must plead specific factual allegations that, if true, would "plausibly give rise to an entitlement to relief," Iqbal, 556 U.S. at 679."*

> *"Accordingly, IT IS ORDERED that Plaintiff's Rule 12(b)(6) Motion to Dismiss Counterclaim and Alternative Rule 12(e) Motion for More Definite Statement (Doc. 26) is DENIED WITHOUT PREJUDICE."*

FACTUAL BACKGROUND

Patel sued Celtic Bank Corporation and Transamerica Life Insurance Company. Celtic Bank asserted counterclaims against Patel, which Patel contended contained no supporting facts, duplicated Patel's claims, and improperly sought attorney's fees. Celtic Bank alternatively requested leave to amend if the court found pleading deficiencies.

PROCEDURAL HISTORY

Celtic Bank filed a counterclaim against Patel. Patel moved to dismiss the counterclaim for failure to state a plausible claim, redundancy, and lack of entitlement to attorney's fees, and alternatively sought a more definite statement. Without reaching the merits of those challenges, the court granted Celtic Bank fourteen days to file an amended counterclaim and denied Patel's motion without prejudice.

DISPOSITION

other

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662 (2009)
- Jordan v. Gautreaux, 593 F. Supp. 3d 330, 372–73 (M.D. La. 2022)

OPINION

Patel

PER CURIAM.

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

HINAL PATEL

CIVIL ACTION

VERSUS

CASE NO. 25-1090-JWD-EWD

CELTIC BANK CORPORATION and

TRANSAMERICA LIFE INSURANCE

COMPANY

ORDER

Plaintiff and Counter-Defendant, Hinal Patel ("Patel"), has filed a Rule 12(b)(6) Motion to Dismiss Counterclaim and Alternative Rule 12(e) Motion for More Definite Statement (Doc. 26) ("MTD") in which Patel claims that the counterclaims by Defendant and Counter-Plaintiff Celtic Bank Corporation ("Celtic Bank") fail for a number of reasons. Specifically, Patel argues:

(1) "Celtic Bank's Counterclaim pleads no facts to support a Counterclaim against Plaintiff.

Indeed, the Counterclaim contains not a single reference to Plaintiff besides naming her as a counter-defendant and alleging her domicile for jurisdictional purposes." (Doc. 26-1 at 3.)

(2) Celtic Bank's Counterclaim "is redundant of Plaintiff's claims" and thus should be dismissed. (Id. at 4–5.)

(3) Celtic Bank has no claim for attorney's fees against Patel. (Id. at 5–6.)

Patel thus contends that the Counterclaim (Doc. 21 at 8–12) is defective for failing to articulate a plausible claim (as required by the Supreme Court's decision in Ashcroft v. Iqbal, 556 U.S. 662 (2009)).

Celtic Bank maintains that its Counterclaim withstands the challenges raised by the MTD. (See Doc. 36.) Celtic Bank argues in the alternative that, if there are any pleading deficiencies, Celtic Bank be granted leave to amend to cure same. (See id. at 9–10.) The Court reviewed the motion. Without expressing any view as to its merits, the Court affords Celtic Bank an opportunity to cure the purported pleading defects; the Court grants Celtic Bank leave to file an amended counterclaim, in accordance with Fed. R. Civ. P. 15(a)(2). See Jordan v. Gautreaux, 593 F. Supp. 3d 330, 372–73 (M.D. La. 2022) (granting leave to amend in response to successful Rule 12(b)(6) motion when no prior amendment was given in response to ruling from the Court). An amended counterclaim must plead specific factual allegations that, if true, would “plausibly give rise to an entitlement to relief,” Iqbal, 556 U.S. at 679. Celtic Bank will be given fourteen (14) days in which to amend the operative counterclaim to plead viable claims. Celtic Bank’s responsive pleading should also be self-contained and include all defenses, allegations, and claims made by Celtic Bank against Patel (and any other party). Patel will have fourteen (14) days thereafter to file any responsive pleadings. Celtic Bank is advised that, if Patel files a second motion to dismiss which the Court ultimately grants, it is highly likely the Court will deny leave to amend due to futility. In that vein, Celtic Bank’s counsel is reminded that there must be a good faith basis in law and fact to assert any claims in the amended counterclaim. See Fed. R. Civ. P. 11. However, Patel is likewise reminded that, if Celtic Bank has successfully cured the deficiencies of his prior counterclaim, Patel should not file another Rule 12 motion. See id. The Court notes that its docket is highly congested right now as a result of a number of emergency motions involving federal and state action, so the parties should conduct themselves so as to promote judicial economy and conserve party and judicial resources. See Fed. R. Civ. P. 1 (stating that the federal rules “should be construed, administered, and employed by the court and the parties to secure the just, speedy, and inexpensive determination of every action and proceeding.”). Accordingly, IT IS ORDERED that Plaintiff’s Rule 12(b)(6) Motion to Dismiss Counterclaim and Alternative Rule 12(e) Motion for More Definite Statement (Doc. 26) is DENIED WITHOUT PREJUDICE. Patel can re-urge any argument made in his MTD in response to an amended counterclaim, if appropriate. Signed in Baton Rouge, Louisiana, on May 20, 2026. S

JUDGE JOHN W. deGRAVELLES
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA