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PRECEDENTIAL VALUE	Nonprecedential district court order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)