

DELAWARE COURT OF CHANCERY

Mikhail Gorodetskiy v. Honeywell International Inc.

C.A. No. 2025-1085-LM · No. C.A. No. 2025-1085-LM · Decided April 22, 2026

SUMMARY

The Delaware Court of Chancery addressed motions for default judgment, dismissal, and summary judgment in an action seeking advancement of legal expenses under Honeywell International Inc.'s Certificate of Incorporation. The court held that the plaintiff was required to submit an executed undertaking and observe a contractual twenty-day waiting period before filing suit, and that his failure to do so rendered the claims premature. The motion to dismiss was granted, advancement was denied without prejudice, and the plaintiff's motions for summary judgment and default judgment and request for fees-on-fees were denied.

CASE DETAILS

COURT	Delaware Court of Chancery
WRITING FOR THE COURT	Loren Mitchell
JURISDICTION	Delaware Court of Chancery
DECIDED	April 22, 2026
DOCKET	C.A. No. 2025-1085-LM
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff sought advancement and indemnification of legal expenses and moved for summary judgment and default judgment. Defendant moved to dismiss for failure to satisfy contractual prerequisites governing advancement.
STANDARD OF REVIEW	For the motion to dismiss, the Court examined whether Plaintiff had pleaded a presently enforceable advancement claim after satisfying contractual prerequisites. The Court treated the contractual language according to its plain meaning and objective interpretation. Summary judgment was denied because the claim was premature and subject to dismissal; default judgment was assessed under Court of Chancery Rule 55(b).
PRECEDENTIAL VALUE	Published
PARTIES	Mikhail Gorodetskiy v. Honeywell International Inc.

TOPICS

corporate law contracts motions to dismiss default judgment summary judgment

PRACTICE AREAS

corporate law contracts civil procedure commercial litigation remedies

QUESTIONS PRESENTED

1. Whether Honeywell was entitled to dismissal because Gorodetskiy failed to submit an executed undertaking with his advancement demand and failed to wait twenty days after making a valid demand before filing suit.
2. Whether Gorodetskiy was entitled to default judgment when Honeywell responded to the Complaint by filing a timely motion to dismiss and otherwise participated in the litigation.
3. Whether Gorodetskiy was entitled to summary judgment or fees-on-fees despite the premature and contractually defective advancement claim.

HOLDINGS

1. Under Article Eleventh, an advancement demand must include the executed undertaking required by Section 2(A); the undertaking is part of what makes the demand operative and is not merely a condition precedent to payment.
2. The twenty-day waiting period under Article Eleventh Section 2(B) did not begin until both a valid demand and the required undertaking had been submitted.
3. Delaware's policy favoring advancement did not excuse Plaintiff's failure to comply with the contractual undertaking and waiting-period requirements.
4. Default judgment was unwarranted because Honeywell timely responded with a motion to dismiss and participated in the litigation.
5. Plaintiff was not entitled to summary judgment or fees-on-fees because his advancement claim was premature and dismissed for failure to satisfy contractual prerequisites.

KEY QUOTATIONS

“In that sense, the undertaking is not merely a condition precedent to payment; it is part of what renders the demand operative under the contractual scheme of the contracting parties.” (12-13)

“For these reasons, the Court declines to invoke Delaware’s pro-advancement policy to override the contractual requirements set forth in Article Eleventh of the governing documents, and grants Defendant’s motion to dismiss.” (17-18)

“Plaintiff failed to comply with the contractual prerequisites governing advancement under Article Eleventh, including the requirement to submit an executed undertaking and to observe the contractual waiting period before initiating suit.” (19-20)

FACTUAL BACKGROUND

Gorodetskiy was the former CEO of LLC UOP, an indirect Russian subsidiary affiliated with Honeywell, and his employment ended in June 2022 after Honeywell suspended and wound down its Russian operations. Russian insolvency proceedings and customs inquiries later generated legal expenses for which Gorodetskiy sought advancement under Article Eleventh of Honeywell's Certificate of Incorporation. His February 11, 2025 demand did not include the executed undertaking required by Article Eleventh, and he filed suit before submitting the undertaking or triggering the contractual twenty-day waiting period.

PROCEDURAL HISTORY

Gorodetskiy filed the action on September 24, 2025. Honeywell moved to dismiss on October 15, 2025, and Plaintiff subsequently moved for summary judgment and default judgment. Plaintiff submitted an executed undertaking to the Court on October 14, 2025, after filing suit. The Magistrate in Chancery granted dismissal, denied Plaintiff's motions, denied fees-on-fees, and issued a final report subject to expedited exceptions under Court of Chancery Rule 144.

DISPOSITION

dismissed

CASES CITED

- U.S. Surgical Corp. v. Auhll, 1998 WL 326493, at *1-*2 (Del. Ch. May 28, 1998)
- Sundor Elec., Inc. v. E.J.T. Constr. Co., 337 A.2d 651, 652 (Del. 1975)
- Homestore, Inc. v. Tafeen, 888 A.2d 204, 211-12 (Del. Ch. 2005)
- Gentile v. SinglePoint Fin., Inc., 788 A.2d 111 (Del. 2001)
- Unbound P'rs Ltd. P'ship v. Invoy Hldgs. Inc., 251 A.3d 1016, 1031-32 (Del. Super. Ct. 2021)
- Lyons Ins. Agency, Inc. v. Wark, 2020 WL 429114, at *1 (Del. Ch. Jan. 28, 2020)
- Kaung v. Cole Nat'l Corp., 884 A.2d 500, 510 (Del. 2005)
- In re Genelux Corp., 2015 WL 6390232, at *5 (Del. Ch. Oct. 22, 2015)
- Blankenship v. Alpha Appalachia Holdings, Inc., 2015 WL 3408255, at *14 (Del. Ch. May 28, 2015)
- Salamone v. Gorman, 106 A.3d 354, 367 (Del. 2014)
- Rhone-Poulenc Basic Chems. Co. v. Am. Motorists Ins. Co., 616 A.2d 1192, 1196 (Del. 1992)
- Osborn ex rel. Osborn v. Kemp, 991 A.2d 1153, 1159-60 (Del. 2010)
- Wong v. USES Hldg. Corp., 2016 WL 769043, at *1-*3 (Del. Ch. Feb. 26, 2016)
- Weinstock v. Lazard Debt Recovery GP, LLC, 2003 WL 21843254, at *2 (Del. Ch. Aug. 8, 2003)