

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,  
FIRST DEPARTMENT

Zurich Am. Ins. Co. v. 56th & Park (NY) Owner, LLC

Zurich Am. Ins. Co., 2026 NY Slip Op 02234 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index Nos. 160495/22, 595588/23, 595106/24; Appeal No. 6371; Case No. 2025-02232  
· Decided April 14, 2026

SUMMARY

The Appellate Division, First Department, unanimously affirmed an order granting 56th and Park (NY) Owner, LLC summary judgment on its contractual indemnification claim against CGI Northeast Inc. The court held that the owner established that neither it nor the other potential indemnitees actively caused the underlying accident and that General Obligations Law § 5-322.1 did not bar recovery. CGI failed to raise a triable issue regarding active or willful misconduct, the scope of the indemnification provision, or the owner's control over the means and methods of the work.

CASE DETAILS

|                       |                                                                                                                                                                                                                                |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Supreme Court of the State of New York, Appellate Division, First Department                                                                                                                                                   |
| WRITING FOR THE COURT | Webber, J.P.; Gesmer, J.; Mendez, J.; Pitt-Burke, J.; Hagler, J.                                                                                                                                                               |
| JURISDICTION          | New York Supreme Court, Appellate Division, First Department                                                                                                                                                                   |
| DECIDED               | April 14, 2026                                                                                                                                                                                                                 |
| DOCKET                | Index Nos. 160495/22, 595588/23, 595106/24; Appeal No. 6371; Case No. 2025-02232                                                                                                                                               |
| DISPOSITION           | affirmed                                                                                                                                                                                                                       |
| PROCEDURAL POSTURE    | Appeal from an order granting 56th and Park (NY) Owner, LLC summary judgment on its contractual indemnification claim against GCI Northeast Inc. and declaring that 56th and Park was entitled to contractual indemnification. |
| STANDARD OF REVIEW    | Summary judgment is proper where the movant establishes entitlement as a matter of law and the opposing party fails to raise a triable issue of fact.                                                                          |
| PRECEDENTIAL VALUE    | Published New York Appellate Division decision                                                                                                                                                                                 |
| PARTIES               | GCI Northeast Inc. v. 56th and Park (NY) Owner, LLC                                                                                                                                                                            |

## TOPICS

indemnity

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commercial litigation

standard of review

appellate procedure

## PRACTICE AREAS

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## QUESTIONS PRESENTED

1. Whether 56th and Park established entitlement to contractual indemnification by showing that neither it nor the other potential indemnitees actively caused the underlying accident.
2. Whether alleged negligence by McGraw Hudson Construction Company could be imputed to 56th and Park under the contractual indemnification provision.
3. Whether General Obligations Law § 5-322.1 barred enforcement of the indemnification clause because 56th and Park exercised authority over the means and methods of the work.

## HOLDINGS

1. 56th and Park was entitled to summary judgment on its contractual indemnification claim because it established prima facie that neither it nor any other potential indemnitee identified in the agreement actively caused the underlying accident, and GCI failed to raise a triable issue of fact.
2. General Obligations Law § 5-322.1 did not bar recovery because 56th and Park established that it did not exercise authority over the means and methods of the work, and GCI failed to raise a triable issue concerning 56th and Park's control.

## KEY QUOTATIONS

*“Owner (56th and Park (NY) Owner, LLC), its related or affiliated companies, subsidiaries, partnerships, joint ventures, shareholders, members, donors, lenders, investors, officers, directors, trustees, [and] employees at every tier . . . (‘Indemnitees’) from and against all losses . . . except to the extent caused by the Indemnitees’ active negligence or willful misconduct” ([\*1])*

*“that it did not exercise any authority over the means and methods of [the] work” ([\*2])*

## FACTUAL BACKGROUND

GCI Northeast Inc. had a contractual obligation to indemnify 56th and Park (NY) Owner, LLC and specified related indemnitees for losses, except those caused by an indemnitee's active negligence or willful misconduct. The underlying accident arose from construction work, and 56th and Park was not actively involved in the construction or in supervising or directing the work of McGraw Hudson Construction Company, which acted as development manager. GCI relied on testimony that McGraw's project manager worked "on behalf of" 56th and Park and that the entities were "related," but the court found that evidence insufficient to create a triable issue regarding control, contractual indemnitee status, active negligence, or willful misconduct.

## PROCEDURAL HISTORY

Supreme Court, New York County, granted the motion of 56th and Park (NY) Owner, LLC for summary judgment on its contractual indemnification claim against GCI Northeast Inc. and declared 56th and Park entitled to contractual indemnification under the parties' agreement. GCI appealed, and the Appellate Division affirmed the order to the extent appealed from.

## DISPOSITION

affirmed

## CASES CITED

- Sosa v 46th St. Dev. LLC, 101 AD3d 490, 493 (1st Dept 2012)

## INSTRUCTIONS FOR AN AI ASSISTANT

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