

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Su Hwa Chu v. Lai

Su Hwa Chu, 2025 NY Slip Op 07329 (Supreme Court of the State of New York Appellate Division Second
Judicial Department 2025) · No. 2024-01174 · Decided December 24, 2025

SUMMARY

The Appellate Division, Second Department, affirmed an order denying nonparty Adam Plotch's request under RPAPL 231 to direct the sale of partitioned real property to him for his \$500,000 bid. The court held that the referee had discretion to set a minimum sale price and that the bid was properly rejected, noting the absence of the property owners at the sale and Plotch's failure to submit competent supporting evidence.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Betsy Barros, J.P.; Linda Christopher, J.; Lillian Wan, J.; Donna-Marie E. Golia, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	December 24, 2025
DOCKET	2024-01174
DISPOSITION	affirmed
PROCEDURAL POSTURE	Nonparty Adam Plotch appealed from an order denying the branch of his cross-motion under RPAPL 231 seeking to direct the sale of real property to him for his \$500,000 bid.
STANDARD OF REVIEW	Abuse of discretion; whether the Supreme Court providently exercised its discretion in denying relief under RPAPL 231.
PRECEDENTIAL VALUE	Published New York appellate decision
PARTIES	Adam Plotch, nonparty-appellant v. Su Hwa Chu, et al., plaintiffs- respondents, Lisa Lai, et al., defendants-respondents

TOPICS

partition

real estate

appellate procedure

remedies

summary judgment

PRACTICE AREAS

real estate

civil procedure

appellate procedure

remedies

QUESTIONS PRESENTED

1. Whether the referee had discretion to set a minimum sale price at the partition sale.
2. Whether Plotch was entitled under RPAPL 231 to have the property sold to him for his rejected \$500,000 bid despite the bid's inadequacy and irregularities at the sale.

HOLDINGS

1. The referee had discretion to set the property's minimum sale price at the sale.
2. Plotch was not entitled to relief under RPAPL 231 because the referee properly rejected his bid, the property owners were not present at the sale, and he failed to submit competent evidence substantiating his allegations.

KEY QUOTATIONS

“Contrary to Plotch's contention, the referee had the discretion to set the minimum sale price at the sale of the property” ([*1])

“Moreover, the Supreme Court providently exercised its discretion in determining that Plotch was not entitled to the relief sought, since his bid was properly rejected by the referee” ([*1])

FACTUAL BACKGROUND

The Supreme Court ordered the partition and sale of certain real property and appointed a referee to oversee the sale. At a June 20, 2019 sale, the referee announced a \$1,350,000 minimum price, apparently based on a prior \$1,340,000 offer, and rejected Adam Plotch's highest bid of \$500,000 as below the minimum. The property owners were not present at the sale, and Plotch failed to submit competent evidence substantiating his allegations.

PROCEDURAL HISTORY

The Supreme Court granted the plaintiffs summary judgment on their partition-and-sale cause of action and directed a sale without setting a minimum price. The court later appointed a referee, who announced a \$1,350,000 minimum price and rejected Plotch's \$500,000 bid. Plotch cross-moved to compel a sale to him, but the Supreme Court denied that relief; the Appellate Division affirmed insofar as appealed from.

DISPOSITION

affirmed

CASES CITED

- Deutsche Bank Natl. Trust Co. v Bueno, 222 AD3d 940, 940-941
- Ricatto v Ricatto, 4 AD3d 514, 515
- Concept 9, LLC v 614 Realty, LLC, 189 AD3d 992, 993-994
- Clinton Hill Holding 1, LLC v Kathy & Tania, Inc., 142 AD3d 631, 633
- Salvation Army v Simpson, 268 NY 499
- Astoria Fed. Sav. & Loan Assoc. v Hartridge, 58 AD3d 584, 585
- U.S. Bank N.A. v Nunez, 208 AD3d 711, 713-714
- Emigrant Funding Corp. v Nunez, 199 AD3d 651, 651
- NJCC-NYS Community Restoration Fund, LLC v Ruiz, 228 AD3d 769, 770-771

OPINION

PER CURIAM.

Su Hwa Chu v Lai (2025 NY Slip Op 07329) Su Hwa Chu v Lai 2025 NY Slip Op 07329
Decided on December 24, 2025 Appellate Division, Second Department Published by New York
State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and
subject to revision before publication in the Official Reports. Decided on December 24, 2025
SUPREME COURT OF THE STATE OF NEW YORK Appellate Division, Second Judicial
Department BETSY BARROS, J.P.

LINDA CHRISTOPHER LILLIAN WAN DONNA-MARIE E. GOLIA, JJ. 2024-01174 (Index
No. 500668/14) [*1]Su Hwa Chu, etc., et al., plaintiffs-respondents, v Lisa Lai, et al., defendants-
respondents; Adam Plotch, nonparty-appellant. Adam Plotch, New York, NY, nonparty-appellant
pro se. James J. DeCristofaro, New York, NY, for plaintiffs-respondents, and William A. Thomas,
New York, NY, for defendants-respondents (one brief filed).

DECISION & ORDER In an action, inter alia, for the partition of real property, nonparty Adam
Plotch appeals from an order of the Supreme Court, Kings County (Leon Ruchelsman, J.), dated
December 12, 2023. The order, insofar as appealed from, denied that branch of that nonparty's
cross-motion which was pursuant to RPAPL 231 to direct the sale of the subject property to him
for his bid in the amount of \$500,000.

ORDERED that the order is affirmed insofar as appealed from, with costs. In an order dated
December 4, 2017, the Supreme Court granted the plaintiffs' motion for summary judgment on a
cause of action for the partition and sale of certain property and directed the sale to take place but
failed to set a minimum price for the property (hereinafter the December 2017 order).

In an order dated March 29, 2018, the court appointed a referee to oversee the sale of the property.
On June 20, 2019, the referee and Adam Plotch allegedly appeared for a sale of the property. At
the opening of the bidding, the referee announced a minimum sale price in the amount of

\$1,350,000, apparently based on a previous offer for the property in the amount of \$1,340,000, which had been refused by the defendants.

Plotch allegedly submitted the highest bid on the property at the sale, in the amount of \$500,000, which the referee rejected because it was below the minimum sale price set by the referee. In September 2019, the plaintiffs moved pursuant to CPLR 2221 to modify the December 2017 order so as to direct a private sale of the property through a licensed real estate broker, on the ground that a public auction was inappropriate since the property was not a distressed property.

The defendants cross-moved to modify the December 2017 order so as to set a minimum sale price. Plotch cross-moved, among other things, pursuant to RPAPL 231 to direct the sale of the property to him for his bid in the amount of \$500,000.

In an order dated December 12, 2023, the Supreme Court, *inter alia*, denied that branch of Plotch's cross-motion, concluding that "a bid of approximately a third of the value was wholly inadequate" and that other irregularities occurred, i.e., that neither party was present at the time of the sale. Plotch appeals. Contrary to the contention of the plaintiffs and the defendants, Plotch is aggrieved by so much of the order dated December 12, 2023, as denied that branch of his cross-motion which was pursuant to RPAPL 231 to direct the sale of the property to him for his bid in the amount of \$500,000 (see *Deutsche Bank Natl.*

Trust Co. v Bueno, 222 AD3d 940, 940-941; *Ricatto v Ricatto*, 4 AD3d 514, 515). Contrary to Plotch's contention, the referee had the discretion to set the minimum sale price at the sale of the property (see *Concept 9, LLC v 614 Realty, LLC*, 189 AD3d 992, 993-994; *Clinton Hill Holding 1, LLC v Kathy & Tania, Inc.*, 142 AD3d 631, 633).

Moreover, the Supreme Court providently exercised its discretion in determining that Plotch was not entitled to the relief sought, since his bid was properly rejected by the referee (see *Salvation Army v Simpson*, 268 NY 499; *Astoria Fed. Sav. & Loan Assoc. v Hartridge*, 58 AD3d 584, 585) and in light of the fact that the owners of the property were not present at the sale (see CPLR 2003; RPAPL 231[6]; Kings County Supreme Court Uniform Civil Term Rules, parts F and H).

Additionally, Plotch failed to submit any competent evidence that substantiated his allegations (see *U.S. Bank N.A. v Nunez*, 208 AD3d 711, 713-714; *Emigrant Funding Corp. v Nunez*, 199 AD3d 651, 651; *Clinton Hill Holding 1, LLC v Kathy & Tania, Inc.*, 142 AD3d at 633).

Accordingly, under the circumstances of this case, the Supreme Court properly denied that branch of Plotch's cross-motion which was pursuant to RPAPL 231 to direct the sale of the property to him for his bid in the amount of \$500,000 (see *NJCC-NYS Community Restoration Fund, LLC v Ruiz*, 228 AD3d 769, 770-771). BARROS, J.P., CHRISTOPHER, WAN and GOLIA, JJ., concur.

ENTER: Darrell M. Joseph Clerk of the Court

PER CURIAM.

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In an order dated December 12, 2023, the Supreme Court, inter alia, denied that branch of Plotch's cross-motion, concluding that "a bid of approximately a third of the value was wholly inadequate" and that other irregularities occurred, i.e., that neither party was present at the time of the sale. Plotch appeals. Contrary to the contention of the plaintiffs and the defendants, Plotch is aggrieved by so much of the order dated December 12, 2023, as denied that branch of his cross-motion which was pursuant to RPAPL 231 to direct the sale of the property to him for his bid in the amount of \$500,000 (see Deutsche Bank Natl.

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Additionally, Plotch failed to submit any competent evidence that substantiated his allegations (see U.S. Bank N.A. v Nunez, 208 AD3d 711, 713-714; Emigrant Funding Corp. v Nunez, 199 AD3d 651, 651; Clinton Hill Holding 1, LLC v Kathy & Tania, Inc., 142 AD3d at 633).

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