

NEW YORK COURT OF APPEALS

Landauer Ltd. v. Joe Monani Fish Co., Inc.

22 N.Y.3d 1129 (2014) · Decided February 25, 2014

SUMMARY

The New York Court of Appeals held that an English default judgment against a New York company was enforceable in New York. The parties had agreed to exclusive English jurisdiction, and the defendant received fair notice of the English action despite a technical defect in service.

CASE DETAILS

COURT	New York Court of Appeals
WRITING FOR THE COURT	Chief Judge Lippman; Judge Graffeo; Judge Read; Judge Smith; Judge Pigott; Judge Rivera; Judge Abdus-Salaam
JURISDICTION	New York
DECIDED	February 25, 2014
DISPOSITION	reversed
PROCEDURAL POSTURE	Landauer sought recognition and enforcement in New York of an English default judgment by moving for summary judgment in lieu of complaint. Supreme Court denied the motion after finding that service on Monani was defective, and the Appellate Division affirmed. The Court of Appeals reversed and granted the motion.
STANDARD OF REVIEW	De novo review of the enforceability of the foreign judgment and whether the undisputed record established entitlement to summary judgment in lieu of complaint.
PRECEDENTIAL VALUE	Published New York Court of Appeals memorandum decision; binding precedent subject to subsequent treatment.
PARTIES	Landauer Ltd. v. Joe Monani Fish Co., Inc.

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QUESTIONS PRESENTED

1. Whether an English judgment may be enforced in New York despite defective service under CPLR 311 (a) (1) when the defendant contractually consented to the foreign court's jurisdiction and had fair notice of the foreign proceeding.
2. Whether Landauer established entitlement to summary judgment in lieu of complaint to enforce the English default judgment.

HOLDINGS

1. A foreign judgment may be enforced in New York notwithstanding a technical defect in service when the defendant agreed by contract to submit disputes to the foreign court's jurisdiction, the foreign court's exercise of jurisdiction does not offend due process, and the defendant received fair notice of the foreign proceeding but failed to appear and defend.
2. Landauer established its entitlement to summary judgment in lieu of complaint because the English judgment was enforceable in New York on the record presented.

KEY QUOTATIONS

"We clarified that, so long as the exercise of jurisdiction by the foreign court does not offend due process, the judgment should be enforced without "microscopic analysis" of the underlying proceedings" (1131)

"an exception may be made if "prior to the commencement of the proceedings [defendant] had agreed to submit to the jurisdiction of the foreign court with respect to the subject matter involved"" (1130)

FACTUAL BACKGROUND

Landauer, a British company, entered into contracts with Monani, a New York company, to supply wholesale seafood. The contracts provided that English courts would have exclusive jurisdiction over disputes and also contained an arbitration provision under the English Arbitration Acts. After a dispute over product quality, Monani refused payment, and Landauer obtained an English default judgment after Monani failed to appear. Although service on a Monani employee was later found technically defective, Monani and its counsel had actual notice of the English litigation before judgment and chose not to defend.

PROCEDURAL HISTORY

Landauer commenced a breach-of-contract action in the English High Court after Monani refused to pay for seafood supplied under their contracts. Monani did not appear, and the English court entered a default judgment. Landauer then moved in New York for summary judgment in lieu of complaint to enforce the judgment. After a traverse hearing, Supreme Court found service improper under CPLR 311 (a) (1); the Appellate Division affirmed on that issue alone. The Court of Appeals reversed and granted Landauer's motion.

DISPOSITION

reversed

CASES CITED

- John Galliano, S.A. v. Stallion, Inc., 15 N.Y.3d 75 (2010)

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