SUPERIOR COURT OF PENNSYLVANIA

Idris Abdus Saber v. Navy Federal Credit Union

2026 Pa. Super. 7 (Superior Court of Pennsylvania 2026) · No. 2449 EDA 2024 · Decided January 14, 2026

SUMMARY

The Pennsylvania Superior Court affirmed the denial of Idris Abdus Saber's motion seeking unencumbered title to a vehicle financed by Navy Federal Credit Union. The court held that Saber's appellate claims were waived because his brief relied on nonexistent or inapplicable authority and failed to adequately develop the legal arguments or connect them to the record. The court did not reach the merits of Saber's claimed holder-in-due-course status under the Pennsylvania Uniform Commercial Code.

CASE DETAILS

COURT	Superior Court of Pennsylvania
WRITING FOR THE COURT	Nichols, J.; Panella, P.J.E.; Dubow, J.
JURISDICTION	Pennsylvania Superior Court
DECIDED	January 14, 2026
DOCKET	2449 EDA 2024
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the order of the Philadelphia County Court of Common Pleas denying Saber's motion for post-trial relief and motion for title to a vehicle.
STANDARD OF REVIEW	The court reviewed the waiver issue under Pennsylvania appellate-procedure principles and affirmed without reaching the merits because Saber's arguments were inadequately developed and unsupported by pertinent authority.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Idris Abdus Saber v. Navy Federal Credit Union

TOPICS

appellate procedure · preservation of error · uniform commercial code · negotiable instruments · secured transactions

PRACTICE AREAS

appellate procedure · civil procedure · commercial law · secured transactions · negotiable instruments

QUESTIONS PRESENTED

1. Whether Saber waived his claims by failing to develop his appellate arguments with pertinent authority and record citations.
2. Whether the trial court erred under the Pennsylvania Uniform Commercial Code by rejecting Saber's claim that he was a holder in due course entitled to vehicle title free of Navy Federal's lien.

HOLDINGS

1. An appellant waives appellate claims when the brief fails to develop the arguments, fails to cite pertinent authority, or fails to relate the cited authority to the relevant portions of the record.
2. The court did not reach the merits of Saber's holder-in-due-course or Uniform Commercial Code arguments because those claims were waived.

KEY QUOTATIONS

> *""[W]here an appellant fails to properly raise or develop his issues on appeal, or where his brief is wholly inadequate to present specific issues for review, [this Court] will not consider the merits of the claims raised on appeal.""* (at 5)

> *"Because Appellant has failed to develop cognizable arguments with discussion and citation to relevant authority or where in the record the matter appears, we conclude that he has waived his claims on appeal."* (at 6)

FACTUAL BACKGROUND

Navy Federal approved Saber for a vehicle loan, paid approximately $30,454.40 directly to the dealership, and financed a total of approximately $42,375.76 for Saber's purchase of a 2020 Jeep Grand Cherokee. The loan documents and promissory note identified Navy Federal's security interest and lien in the vehicle, and Saber had not repaid the loan. Saber later asserted that his borrower signature and a "WITHOUT RECOURSE PAY TO THE ORDER OF IDRIS ABDUS SABER" stamp made him a holder in due course entitled to unencumbered title before repayment.

PROCEDURAL HISTORY

Saber obtained a vehicle loan from Navy Federal Credit Union, purchased a Jeep using the loan proceeds, and later sought unencumbered title by asserting that his signature on the promissory note made him a holder in due course. The trial court denied his motion for title. A prior appeal was quashed because of post-trial-motion and Rule 1925 issues, after which Saber was permitted to file post-trial motions nunc pro tunc. The trial court again denied relief, and Saber appealed.

DISPOSITION

affirmed

CASES CITED

- Jenkins v. Robertson, 227 A.3d 1196 (Pa. Super. 2022)
- Lynch v. Zwecharowski, 1041 EDA 2021 (Pa. Super. 2022) (unpublished mem.)
- Butler v. Illes, 747 A.2d 943, 945 (Pa. Super. 2000)
- Lackner v. Glosser, 892 A.2d 21, 29-30 (Pa. Super. 2006)
- d'Happart v. First Commonwealth Bank, 282 A.3d 704 (Pa. Super. 2022)
- D'Happart v. First Commonwealth Bank, 110 A.3d 167 (Pa. Super. 2015)
- D'Happart v. First Commonwealth Bank, 291 A.3d 1026 (Pa. Super. 2023)
- Al-Hamim v. Star Hearthstone, LLC, 564 P.3d 1117, 1119, 1123 (Colo. App. 2024)
- Sanders v. United States, 176 Fed. Cl. 163, 169 (Fed. Cl. 2025)
- Commonwealth v. Shie, 2971 EDA 2022 n.7 (Pa. Super. filed Oct. 18, 2023) (unpublished mem.)

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