

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

IGS Realty Co. L.P. v. Brady

2026 NY Slip Op 02200 (1st Dep't 2026) · No. Index No. 603561/09; Appeal No. 6349; Case No. 2025-02275 ·
Decided April 14, 2026

SUMMARY

The Appellate Division, First Department, unanimously affirmed an order denying James H. Brady's motion for a declaratory judgment concerning personal guarantees and a prior breach-of-contract judgment. The court held that the motion sought, in substance, to vacate issues already resolved through prior litigation and appeals. The court also imposed \$7,500 in sua sponte sanctions for repeated frivolous conduct under 22 NYCRR 130-1.1.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Moulton, J.P.; Friedman, J.; González, J.; Shulman, J.; Rosado, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	April 14, 2026
DOCKET	Index No. 603561/09; Appeal No. 6349; Case No. 2025-02275
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from an order of Supreme Court, New York County, denying his motion for a declaratory judgment. The Appellate Division unanimously affirmed and imposed sua sponte monetary sanctions.
PRECEDENTIAL VALUE	published
PARTIES	James H. Brady v. IGS Realty Co. L.P., doing business as IGS Realty Co.

TOPICS

- commercial litigation
- contracts
- declaratory judgment
- sanctions
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether defendant's motion seeking a declaration that his personal lease guarantees were void and that he was entitled to relief for constructive eviction was, in substance, an impermissible attempt to vacate the previously adjudicated jury verdict and judgment.
2. Whether defendant's repeated advancement of previously rejected and meritless arguments justified sua sponte sanctions under 22 NYCRR 130-1.1.

HOLDINGS

1. The motion was properly denied because defendant did not seek a declaration resolving a justiciable controversy; in substance, he sought to vacate the jury verdict and resulting judgment, matters already rejected in prior proceedings.
2. The court properly imposed \$7,500 in sanctions sua sponte because defendant engaged in an intentional pattern of frivolous conduct by repeatedly advancing meritless arguments despite prior sanctions and injunctions.

KEY QUOTATIONS

“Defendant does not seek a declaratory judgment on a justiciable controversy, but rather, in sum and substance, seeks to vacate the jury verdict and resulting judgment, which this Court has already rejected.” ([*1])

“A court may on its own initiative impose monetary sanctions on a party that has engaged in an intentional pattern of frivolous conduct to actively delay court proceedings and harass the opposing party” ([*2])

“crossed the line from zealous advocacy to that which is sanctionable” ([*2])

FACTUAL BACKGROUND

Defendant leased commercial properties from plaintiff and personally guaranteed the leases. In 2015, a jury found for plaintiff on its breach-of-contract claim and awarded \$541,758.62; a later judgment, including attorneys' fees and accrued interest, totaled \$1,458,002.33. After multiple prior appeals and enforcement proceedings, defendant sought a declaratory judgment asserting that the guarantees were void and that he had been constructively evicted.

PROCEDURAL HISTORY

The parties had litigated since 2009. A 2015 jury verdict awarded plaintiff \$541,758.62 on its breach-of-contract claim against defendant, and prior appellate decisions affirmed the verdict, the resulting judgment, and enforcement proceedings. Defendant later moved for a declaration that his personal lease guarantees were void and that he was entitled to relief on a constructive-eviction counterclaim; Supreme Court denied the motion, and defendant appealed.

DISPOSITION

affirmed

CASES CITED

- IGS Realty Co. L.P. v. Brady, 149 AD3d 524 (1st Dep't 2017), lv dismissed, 31 NY3d 1036 (2018)
- IGS Realty Co. L.P. v. Brady, 162 AD3d 444, 445 (1st Dep't 2018), lv denied, 32 NY3d 901 (2018)
- Matter of IGS Realty Co. L.P. v. Brady, 244 AD3d 452, 453 (1st Dep't 2025)
- Brady v. Sheindlin, 2021 WL 5312995, *2, 2021 U.S. App. LEXIS 33908, *3-4 (2d Cir. Nov. 16, 2021) (No. 21-669-cv)
- Levy v. Carol Mgt. Corp., 260 AD2d 27, 34-35 (1st Dep't 1999)
- Pentalpha Enters., Ltd. v. Cooper & Dunham LLP, 91 AD3d 451, 452 (1st Dep't 2012)
- Leventritt v. Eckstein, 206 AD2d 313, 314 (1st Dep't 1994), lv dismissed in part, denied in part, 84 NY2d 987 (1994)

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