

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

Shah v. Shah

2026 NY Slip Op 00930 · No. 2022-09303 · Decided February 18, 2026

SUMMARY

The New York Appellate Division, Second Department, affirmed a judgment of divorce awarding the plaintiff maintenance of \$452.13 per month for three years. The court also upheld the denial of the defendant's requested credit for \$75,000 in alleged marital loans, finding insufficient evidence that the loans constituted marital debt.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Per Curiam; Cheryl E. Chambers, J.P.; Paul Wooten, J.; Deborah A. Dowling, J.; Carl J. Landicino, J.
JURISDICTION	New York Supreme Court, Appellate Division, Second Department
DECIDED	February 18, 2026
DOCKET	2022-09303
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from a judgment of divorce insofar as it awarded plaintiff maintenance and declined to award defendant a credit for alleged marital loans.
STANDARD OF REVIEW	Maintenance awards, income imputation, and allocation of marital debt are reviewed for provident exercises of the trial court's discretion. After a nonjury trial, the trial court's credibility determinations and assessment of evidence are afforded great weight on appeal.
PRECEDENTIAL VALUE	Published New York Appellate Division opinion
PARTIES	Mubashar Shah v. Sahera Shah

TOPICS

- divorce
- spousal support
- equitable distribution
- family law procedure
- appellate procedure

PRACTICE AREAS

family law

divorce

spousal support

equitable distribution

appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court providently exercised its discretion in awarding plaintiff maintenance of \$452.13 per month for three years.
2. Whether the trial court properly imputed \$32,500 in income to plaintiff for purposes of calculating defendant's maintenance obligation.
3. Whether the trial court properly declined to treat alleged loans totaling \$75,000 as marital debt and award defendant a corresponding credit.

HOLDINGS

1. The award of maintenance to plaintiff in the amount of \$452.13 per month for three years was a provident exercise of the trial court's discretion.
2. The trial court providently exercised its discretion by imputing only \$32,500 in income to plaintiff for purposes of calculating defendant's maintenance obligation, notwithstanding defendant's consent to that imputation solely for child-support purposes.
3. The trial court properly declined to treat the alleged \$75,000 in loans as marital debt and therefore properly denied defendant a credit for them.

KEY QUOTATIONS

“The overriding purpose of a maintenance award is to give the spouse economic independence, and it should be awarded for a duration that would provide the recipient with enough time to become self-supporting”
([*1])

“The amount and duration of spousal maintenance is an issue generally committed to the sound discretion of the trial court and each case is to be resolved upon its own unique facts and circumstances” ([*1])

“However, the court has broad discretion in allocating the assets and debts of the parties to a matrimonial action, and liability for the payment of marital debts need not be equally apportioned but may be distributed in accordance with the [equitable distribution] factors set forth in Domestic Relations Law § 236(B)(5)(d)”
([*2])

FACTUAL BACKGROUND

The parties married in November 2002 and have four children. Plaintiff commenced the divorce action in January 2019. After a nonjury trial, the trial court awarded plaintiff maintenance of \$452.13 per month for three years, imputed \$32,500 in income to plaintiff for purposes of calculating defendant's maintenance obligation, and declined to treat alleged loans totaling \$75,000 as marital debt because defendant did not sufficiently prove that they were marital loans or expenses.

PROCEDURAL HISTORY

Plaintiff commenced an action for divorce and ancillary relief in January 2019. Following a nonjury trial, the Supreme Court, Nassau County, issued a decision dated November 23, 2021, and entered a judgment of divorce on September 30, 2022. The judgment awarded plaintiff maintenance of \$452.13 per month for three years and did not treat certain alleged loans as marital debt. The Appellate Division affirmed insofar as appealed from.

DISPOSITION

affirmed

CASES CITED

- Diliberto v Diliberto, 230 AD3d 637, 640
- Sansone v Sansone, 144 AD3d 885, 886
- Varnit v Varnit, 233 AD3d 917, 921
- Bari v Bari, 200 AD3d 835, 837
- Albano v Albano, 230 AD3d 723, 725
- Novick v Novick, 214 AD3d 995, 997
- Torkin v Susac, 236 AD3d 1082
- Bishop v Bishop, 230 AD3d 1212, 1213
- Tuchman v Tuchman, 201 AD3d 986, 990
- Sufia v Khalique, 189 AD3d 1499, 1502
- Epstein v Messner, 73 AD3d 843, 845
- Lubrano v Lubrano, 122 AD3d 807, 808-809
- Minervini v Minervini, 152 AD3d 666, 668
- Mahoney v Mahoney, 197 AD3d 638, 640
- Milnes v Milnes, 50 AD3d 750, 751

OPINION

PER CURIAM.

Shah v Shah (2026 NY Slip Op 00930) Shah v Shah 2026 NY Slip Op 00930 Decided on February 18, 2026 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 February 18, 2026 SUPREME COURT OF THE STATE OF NEW YORK Appellate Division, Second Judicial Department CHERYL E. CHAMBERS, J.P.

PAUL WOOTEN DEBORAH A. DOWLING CARL J. LANDICINO, JJ. 2022-09303 (Index No. 200084/19) [*1]Sahera Shah, respondent, v Mubashar Shah, appellant. John Teufel, Hempstead, NY, for appellant. Taylor Walker, Farmingdale, NY, for respondent. DECISION & ORDER In an

action for a divorce and ancillary relief, the defendant appeals from a judgment of divorce of the Supreme Court, Nassau County (Jeffrey A. Goodstein, J.), entered September 30, 2022.

The judgment of divorce, insofar as appealed from, upon a decision of the same court (Erica Prager, J.) dated November 23, 2021, made after a nonjury trial, (1) awarded the plaintiff maintenance in the sum of \$452.13 per month for a period of three years, and (2) failed to award the defendant a credit for certain loans allegedly made to the defendant during the marriage.

ORDERED that the judgment of divorce is affirmed insofar as appealed from, with costs. The parties were married in November 2002 and have four children together. In January 2019, the plaintiff commenced this action for a divorce and ancillary relief.

After a nonjury trial, in a judgment of divorce entered September 30, 2022, upon a decision dated November 23, 2021, the Supreme Court, inter alia, awarded the plaintiff maintenance in the sum of \$452.13 per month for a period of three years and failed to award the defendant a credit for certain loans allegedly made to the defendant during the marriage.

The defendant appeals. "'The overriding purpose of a maintenance award is to give the spouse economic independence, and it should be awarded for a duration that would provide the recipient with enough time to become self-supporting'" (*Diliberto v Diliberto*, 230 AD3d 637, 640, quoting *Sansone v Sansone*, 144 AD3d 885, 886). "'The amount and duration of spousal maintenance is an issue generally committed to the sound discretion of the trial court and each case is to be resolved upon its own unique facts and circumstances'" (*Varnit v Varnit*, 233 AD3d 917, 921 [internal quotation marks omitted], quoting *Bari v Bari*, 200 AD3d 835, 837). "'As this action was commenced after January 23, 2016, it is governed by amendments to the calculation of postdivorce maintenance set forth in part B of section 236 of the Domestic Relations Law (see L 2015, ch 269, § 4)'" (*Albano v Albano*, 230 AD3d 723, 725, quoting *Novick v Novick*, 214 AD3d 995, 997).

Here, considering the relevant factors, the award of maintenance to the plaintiff in the sum of \$452.13 per month for a period of three years was a provident exercise of discretion (see Domestic Relations Law § 236[B][6][c], [e][1]; *Torkin v Susac*, 236 AD3d 1082; *Novick v Novick*, 214 AD3d at 996). Contrary to the defendant's contention, the Supreme Court providently exercised its discretion in imputing income to the plaintiff in the sum of only \$32,500 for purposes of [*2]calculating the defendant's maintenance obligation, notwithstanding that the defendant had consented to imputing income to the plaintiff in that amount solely for purposes of calculating the defendant's child support obligation (see *Bishop v Bishop*, 230 AD3d 1212, 1213; *Tuchman v Tuchman*, 201 AD3d 986, 990; *Sufia v Khalique*, 189 AD3d 1499, 1502).

Moreover, the Supreme Court providently exercised its discretion in declining to treat certain loans totaling \$75,000 allegedly made to the defendant during the marriage as marital debt. "[E]xpenses

incurred prior to the commencement of an action for a divorce are marital debt to be equally shared by the parties upon an offer of proof that they represent marital expenses" (*Bari v Bari*, 200 AD3d at 839, quoting *Epstein v Messner*, 73 AD3d 843, 845; see *Lubrano v Lubrano*, 122 AD3d 807, 808-809). "However, the court has broad discretion in allocating the assets and debts of the parties to a matrimonial action, and liability for the payment of marital debts need not be equally apportioned but may be distributed in accordance with the [equitable distribution] factors set forth in Domestic Relations Law § 236(B)(5)(d)" (*Bari v Bari*, 200 AD3d at 839 [internal quotation marks omitted], quoting *Minervini v Minervini*, 152 AD3d 666, 668). "[W]here, as here, a determination as to equitable distribution has been made after a nonjury trial, the trial court's assessment of the credibility of witnesses and the proffered items of evidence is afforded great weight on appeal" (*Mahoney v Mahoney*, 197 AD3d 638, 640 [internal quotation marks omitted], quoting *Sufia v Khalique*, 189 AD3d at 1500).

Here, the court properly found that the defendant failed to provide sufficient evidence demonstrating that the subject loans constituted marital debt (see *Lubrano v Lubrano*, 122 AD3d at 808-809; *Milnes v Milnes*, 50 AD3d 750, 751). CHAMBERS, J.P., WOOTEN, DOWLING and LANDICINO, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court