

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

Islam v. Audi Manhattan

2025 NY Slip Op 07288 (N.Y. Ct. App. 2025) · No. 2023-10994 · Decided December 24, 2025

SUMMARY

The Appellate Division, Second Department affirmed an order granting Audi Manhattan summary judgment dismissing claims for fraud, breach of the implied warranty of merchantability, and violation of General Business Law § 349. The court held that the defendants showed the plaintiff had signed a CARFAX report disclosing prior vehicle damage, that the vehicle was fit for its ordinary purpose and had no defect when sold, and that Audi had not engaged in materially misleading consumer-oriented conduct.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, Second Judicial Department
WRITING FOR THE COURT	Mark C. Dillon, J.P.; Cheryl E. Chambers, J.; Lourdes M. Ventura, J.; James P. McCormack, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	December 24, 2025
DOCKET	2023-10994
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from an order granting defendants summary judgment dismissing claims for fraud, breach of the implied warranty of merchantability, and violation of General Business Law § 349 insofar as asserted against Audi Manhattan.
STANDARD OF REVIEW	Summary judgment is warranted when the moving party establishes prima facie entitlement to judgment as a matter of law and the opposing party fails to raise a triable issue of fact.
PRECEDENTIAL VALUE	published
PARTIES	Nazmul N. Islam v. Audi Manhattan, et al.

TOPICS

summary judgment

deceptive trade practices

consumer protection

warranty

uniform commercial code

PRACTICE AREAS

civil procedure

consumer protection

contracts

QUESTIONS PRESENTED

1. Whether defendants were entitled to summary judgment dismissing Islam's fraud claim against Audi Manhattan.
2. Whether defendants were entitled to summary judgment dismissing the claim for breach of the implied warranty of merchantability.
3. Whether defendants were entitled to summary judgment dismissing the claim under New York General Business Law § 349.

HOLDINGS

1. Summary judgment dismissing the fraud claim against Audi Manhattan was proper because defendants established prima facie that Audi made no misrepresentation to Islam, and Islam failed to raise a triable issue of fact.
2. Summary judgment dismissing the implied-warranty-of-merchantability claim was proper because defendants established prima facie that the vehicle was fit for its ordinary purpose and had no damage or defect when sold to Islam, and Islam failed to raise a triable issue of fact.
3. Summary judgment dismissing the General Business Law § 349 claim was proper because defendants established prima facie that Audi Manhattan did not engage in materially deceptive or misleading consumer-oriented conduct, and Islam failed to raise a triable issue of fact.

KEY QUOTATIONS

“A party asserting a claim based upon fraudulent misrepresentation must establish (1) a material misrepresentation of a fact, (2) knowledge of its falsity, (3) an intent to induce reliance, (4) justifiable reliance, and (5) damages” ([*1])

“A cause of action under General Business Law § 349 requires evidence that a defendant has engaged in (1) consumer-oriented conduct that is (2) materially misleading and that (3) plaintiff suffered injury as a result of the allegedly deceptive act or practice” ([*2])

FACTUAL BACKGROUND

On July 27, 2017, Islam purchased a certified pre-owned 2014 Audi Q5 from Audi Manhattan. Islam alleged that Audi provided a false CARFAX report that failed to disclose damage to the vehicle in September 2015. Defendants submitted a CARFAX report dated July 27, 2017, signed by Islam, that reflected the prior damage; they also submitted evidence that the vehicle had no damage or defect when sold and was fit for its ordinary purpose.

PROCEDURAL HISTORY

Islam sued Audi Manhattan and other defendants after purchasing a certified pre-owned 2014 Audi Q5. The Supreme Court, Queens County, granted defendants' motion for summary judgment on the specified claims against Audi Manhattan. The Appellate Division affirmed the order insofar as appealed from.

DISPOSITION

affirmed

CASES CITED

- Citibank, N.A. v. Potente, 210 A.D.3d 861, 863 (N.Y. App. Div. 2d Dep't 2022)
- 98 Gates Ave. Corp. v. Bryan, 225 A.D.3d 647, 649 (N.Y. App. Div. 2d Dep't 2024)
- Starr v. Akdeniz, 162 A.D.3d 948, 950 (N.Y. App. Div. 2d Dep't 2018)
- DiDomenico v. Long Beach Plaza Corp., 60 A.D.3d 615, 618 (N.Y. App. Div. 2d Dep't 2009)
- Denny v. Ford Motor Co., 87 N.Y.2d 248, 259 (1995)
- Hempstead v. Hammer & Steel, Inc., 234 A.D.3d 407, 409 (N.Y. App. Div. 2d Dep't 2025)
- Bradley v. Earl B. Feiden, Inc., 8 N.Y.3d 265, 273 (2007)
- Eva Chen Fine Jewelry, Inc. v. Recovery Racing IX, LLC, 222 A.D.3d 840, 842 (N.Y. App. Div. 2d Dep't 2023)
- Aracena v. BMW of N. Am., LLC, 159 A.D.3d 664, 666 (N.Y. App. Div. 2d Dep't 2018)