IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

SAYED ANWAR ALSADAT and wife, FIRDOUS SADAT,	X
Plaintiffs,	X
vs.	X
MIR AHMED IFTEKAR ALI and AMERIQUEST MORTGAGE COMPANY, a Foreign Corporation authorized to do business in Tennessee,	X
Defendants.	X
MIR KADER ALI by and through MIR AHMED I. ALI, his attorney-in-fact,	X
Plaintiffs,	X
vs.	X
SAYED ANWAR ALSADAT,	X
Defendant.	X

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Dav. Co. Chancery Court

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NO. 05-430-III

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No. 05-695-I
(Consolidated with no. 05-430-III)

SUMMARY JUDGMENT ORDER

This cause came to be heard at 9:00 AM on the 20th day of June, 2008, before the Honorable Ellen Hobbs Lyle, Chancellor of Part III of the Chancery Court in and for Davidson County, Tennessee, upon Motion for Summary Judgment heretofore filed by the Defendants, Mir Ahmed Iftekar Ali (here and after referred to as "Mir Ahmed Ali") and Mir Kader Ali, collectively hereinafter referred to as "the Alis', by and through their attorneys, Anthony Burns and John G. Doak, Sr., and from the pleadings in this cause

together with all Exhibits filed with said pleadings and those affidavits and Exhibits attached to and made a part of the Motion for Summary Judgment the court finds as follows:

1. Counsel for the Alis' served the Plaintiffs, Sayed Anwar AlSadat (hereafter referred to as "Mr. Sadat") and wife, Firdous Sadat (hereafter referred to as "Ms. Sadat"), and collectively, as "the Sadats" with the Motion for Summary Judgment and the Summary Judgment Statement of Material Facts (hereafter referred to as "Statement of Facts") together with the Affidavit of Mir Kader Ali ("**Exhibit A**") hereto and Eight (8) **Exhibits A1** through **A8** hereto, meaning to the "Statement of Facts" plus **Exhibit B,** the handwriting expert's report, and **Exhibit C**, the affidavit of Patricia Nicholls, President of the closing agent, Metropolitan Escrow, Inc, Plus **Exhibit D,** bank statement showing a bank balance of $32,987.00 in the name of the Alis' mother, Mahboob Begum, a month before the closing, plus **Exhibit E** the closing agent's deposit slip for the closing (showing that the amount paid by the buyer at closing was $33,624.82 and that the name beside that figure was "Ali"); and, **Exhibit F** (content of the "Hague Convention Abolishing the Legalization of Foreign Public Documents") (here and after the "Hague Convention").

Exhibit A, plus sub-part Exhibits A1 through A8 to Exhibit A; plus Exhibits B through F; plus 19 pages of excerpts from the Sadat's deposition, all accompanied, and were a part of the Defendant's Motion for Summary Judgment and Statement of Facts, a true and accurate copy of which was mailed to counsel for Plaintiffs, Michael M. Castellarin, Esq., Cavalier Building, Suite 509, 95 White Bridge Road, Nashville, TN 37205-1427, together with copy to Angela Simmons, Esq., P.O. Box 198985, Nashville, Tennessee 37219-8985, all on the 3rd of March, 2008 (at which time Plaintiffs were represented by Mr. Castellarin who was not relieved until March 28, 2008).

2. On May 23rd 2008, a "Notice to Set Hearing on Summary Judgment" was mailed to Plaintiffs, and properly notified said Plaintiffs, Mr. Sadat and Ms. Sadat, collectively referred to here and after, as ("the Sadats"). Said notice informed Plaintiffs that the hearing would be on Friday June 20th, 2008, at 9:00 AM, and further stated that "FAILURE TO TIMELY RESPOND IN ACCORDANCE WITH ALL APPLICABLE RULES OF COURT MAY RESULT IN THE RELIEF SOUGHT BEING GRANTED WITHOUT FURTHER HEARING"; and a true and accurate copy of the same was mailed to Plaintiffs at 104 Lake Ridge, Hendersonville, Tennessee 37075 (the same address used by their counsel Mr. Castellarin when he mailed them a copy of the Order granting him leave to withdraw as counsel on March 28th, 2008).

3. On the 20th day of June 2008, at 9:00 am, counsel for the Ali's, Anthony Burns and John G. Doak, Sr., appeared in support of Defendant's Motion for Summary Judgment on the grounds that the pleadings, together with excerpts from Plaintiff's depositions, and their responses to discovery, and admissions in the record, together with the affidavits and exhibits in the same and the whole record, all showing that there remains no genuine issue as to any material fact in the matter before the court. The record also shows that Hon. Angela Simmons, Esq., counsel for Ameriquest Mortgage Company, holder of the Mortgage on 1348 Timber Valley Drive in Nashville, Tennessee 37214, (the real property involved in this cause) and the other party - Defendant in this cause, likewise appeared on June 20th 2008 in response to said notice sent them by Defendant. On the other hand the Plaintiffs (i.e., the Sadats) failed to appear either in person or by counsel, on June 20th, 2008 and the Plaintiffs also failed to file a "Response In Opposition" to Defendant's Motion for Summary Judgment on or before five days prior to the 20th of June 2008 (the date set for hearing on Defendant's Motion for Summary Judgment and the Summary Judgment Statement of Material Facts which had

been filled with the Motion and Served with the same upon Plaintiffs) in accordance with Rule 56.03 TRCP which provides:

> Rule 56.03 of the Tennessee Rules of Civil Procedure *"Any party opposing the motion for summary judgment must, not later than five days before the hearing, serve and file a response to each fact set forth by the movant either (i) agreeing that the fact is undisputed, (ii) agreeing that the fact is undispusted for purposes of ruling on the motion for summary judgment only, or (iii) demonstrating that the fact is disputed. Each disputed fact must be supported by specific citation to the record. Such response shall be filed with the papers in opposition to the motion for summary judgment"*; and,

4. Plaintiffs failed to serve or file such a response nor any response to Defendant's Motion For Summary Judgment (on or before 5 days prior to the said hearing date and likewise failed to appear in opposition to said motion; and, therefore, pursuant to rule 56.04, Tennessee Rules of Civil Procedure, since the record shows that Defendant's Motion For Summary Judgment, together with Movant's Statement of Facts, had been properly served on Plaintiff's more than 30 days prior to the time fixed for the hearing and the record shows that no opposition was filed on or before five (5) days prior to the hearing date, and the court therefore finds, upon the whole record in this cause that the Defendant/Moving Party, has complied with rule 56.03, et seq., and is thus, as a matter of law, Defendant is entitled to Summary Judgment; and, IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT: DEFENDANT'S MOTION FOR SUMMARY JUDGMENT IS HEREBY GRANTED; *TO WIT*

(I). THE ORIGINAL COMPLAINT AND BOTH AMENDMENTS THERETO ARE DISMISSED ON THE MERITS, WITH PREJUDICE because the Complaint both as

it was originally filed and in its final form (after being twice amended), required that Plaintiffs prove that the four instruments (herein referred to as Exhibits A4, A5, A6, and A7) were authentic and legally sufficient to establish that Plaintiffs were the Legal owners of the real property at 1348 Timber Valley Road, Nashville TN 37214 ("the subject property"); and, not only did the Plaintiffs fail to prove that said documents or any of them were authentic, the overwhelming proof in the record before the court demonstrates that all four signatures purporting to be that of Mir Kader Ali were not signed by him nor had he authorized the signature placed thereon by whomsoever placed it thereon. Exhibit A4 was a composite forgery made by photocopying an authentic document (Exhibit A3) and cutting and pasting parts of it, including most of the first two pages down to his actual signature thereon (i.e., Mir Kader Ali) and thereafter adding an acknowledgment from some unrelated document (as the third page) to make up **Exhibit 4** which Plaintiffs then recorded in Book 10377 page 756 – 758 RODC. (**SEE**: The affidavit of Mir Kader Ali, **Exhibit A** and **SEE Collective Exhibit B** the Report of the Forensic Handwriting Expert confirming that none of the signatures were authentically that of Mir Kader Ali). It is also to be noted that the acknowledgment was for a person name Mir Ali, and referred to therein as "she".

With respect to Exhibits A5, A6, and A7, the signature written on the line above the typed name "Mir Kader Ali" was Mir Ali and does not even appear to be similar to the known signatures of Mir Kader Ali displayed on his Saudi Arabian Drivers License and on his passport (each of which contains all three (i.e., "Mir Kader Ali") and the Affidavit of Mir Kader Ali **(Exhibit A)** and the Report of the Forensic Handwriting Expert **(Collective Exhibit B)** make it clear that these were not signed by Mir Kader Ali.

Mr. Sadat admitted, in his deposition, that the attorney who prepared Exhibit A4, A5, A6 and A7 was employed by him and acting on his instructions in doing so and that each instrument was recorded in the Register's Office for Davidson County (hereinafter referred to as "RODC") at his instance or by him; and, Plaintiffs totally failed to prove that these four exhibits were any thing but forgeries.

(II). Exhibit A4 to Exhibit A (to Movant's Statement of Facts) a forged Power of Attorney to Basheer Begum purportedly signed by Mir Kader Ali and notarized in Davidson County, Tennessee, referred to Mir Kader Ali (a male) as "she", stated it was executed on "this the _____ day of October 199". However as the sworn affidavit of Mir Kader Ali and the Forensic Handwriting Expert's Report (Exhibit A and B, respectively) and accompanying evidence clearly indicate Mir Kader Ali did not execute the instrument, and that Mir Kader Ali was not in the United States during the decade of 1990's, as sworn by Mir Kader Ali in said affidavit and further demonstrated by pages of his passport and visa, Exhibit A2. The instrument and the supposedly operative signature of record in Book 10377 Page 756, RODC, was a composite made by photo-copying parts of the first and second pages of 9312 (i.e., page 825 and 826), including the signature from 9312, pg 826 and excluding the original acknowledgement and adding another acknowledgement from another instrument; with the result that Book 10377 Page 756, RODC, was a fraudulent composite compiled by cutting and pasting photo-copies of part of 9312 page 825, and part of 9312, page 826 including the signature but excluding the acknowledgement and substituting in its place an acknowledgement from a different and unrelated instrument; and IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT THE INSTRUMENT OF RECORD IN BOOK 10377, PAGE 756, RODC, IS DECLARED TO BE A FORGERY, AND TO HAVE BEEN DELIBERATELY CREATED THROUGH FRAUD IN THE INCEPTION, AND THEREBY "**NULL AND VOID, *AB INITIO***"; and,

(III). Exhibit A5 to Exhibit A (to Movant's Statement of Facts) a forged "Revocation of Power of Attorney" dated December 30, 2004, was prepared by Mr. Sadat's Attorney, Mike Castellarin, and sent by Mr. Sadat to India for signature, according to Mr. Sadat's deposition (pg. 35, lines 21-23, pg 34, lines 16-21). Exhibit A5 recorded as Instrument ID 20050107-0002788, RODC, purports to have been signed by "Mir Kadir Ali" **(Kader's name being twice incorrectly spelled "Kadir")** and claimed to revoke any Power of Attorney granted to "Mir Ahmed **Iftekhar** Ali" **(Iftekar was twice misspelled "Iftekhar")**. The affidavit of Mir Kader Ali (Exhibit A to Statement of Facts) makes it clear that said revocation bears a forgery of his signature, and, as mentioned above, misspelled his name (not once but twice), in the same affidavit Mir Kader Ali reaffirms the Power of Attorney granted to his brother, and includes (Exhibit A8 thereof) a Power of Attorney, ID 20071016-0122761, RODC, that also reaffirmed the original Power of Attorney to Mir Ahmed Ali and ratified all actions taken by Mir Ahmed Ali under said original Power of Attorney. Additionally, Exhibit B to Movant's Statement of Facts shows that the forensic expert identified the signature on Exhibit 5 as being a forgery of which said Exhibit 5 was presented in this court without authentication by the Consular or other authentication required by the Hague Convention (Exhibit F to Movant's Statement of Facts) since it was purportedly signed and notarized in India, a foreign country; and, IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT INSTRUMENT OF RECORD IN BOOK 9312, PAGE 825, IS, AND HAS AT ALL TIMES SINCE EXECUTION BEEN, A VALID POWER OF ATTORNEY TO MIR AHMED IFTEKAR ALI AND THAT INSTRUMENT ID 20050107-0002788, RODC, WHICH HAS BEEN RELIED ON BY MR. SADAT IN SUPPORT OF PLAINTIFF'S CLAIMS IN THIS CAUSE, IS HEREBY DECLARED TO BE A FORGED INSTRUMENT CREATED THROUGH FRAUD IN THE INCEPTION, AND FURTHER IS DECLARED "**NULL AND VOID, *AB INITIO***"; and,

(IV). Exhibit A6 to Exhibit A, a forged "Limited Durable Power of Attorney", dated February 6th 2004, and recorded as Instrument ID 20041025-0128025, RODC, that contains undecipherable stamps, dates, and notary stamps from both the Country of India and Davidson County, Tennessee, and bears a forgery of Mir Kader Ali's signature (SEE Paragraphs 7 and 8 of Mir Kader Ali's affidavit, **Exhibit A**, and the forensic handwriting experts report, **Collective Exhibit B** to Movant's Statement of Facts). Mr. Sadat admitted in his deposition (pg 25, lines 1-7) that he hired and paid Attorney Andrew Cate to prepare Exhibit A6 upon which a forged signature "Mir Ali" appears over the typed name "Mir Kader Ali" and purports to grant Mr. Sadat a limited durable power of attorney with regard to the Property in question, (i.e., 1348 Timber Valley Drive) of which forged Instrument Id 20041025-0128025, RODC, Mr. Sadat subsequently utilized or apparently started out to utilize said Exhibit A6 as authority for creating Exhibit A7 by the same *modis operandi* employed to create Exhibit A6, *to wit:* by having his attorney Mr. Castellarin (instead of Mr. Cate) to prepare the instrument and again forging the same signature "Mir Ali" over the same typed name "Mir Kader Ali" (just as was done with Exhibit A6) to create the fourth forgery in the series i.e., Exhibit A7 (the forged Quitclaim Deed purporting to convey the subject property to himself, Sayed Anwar Al-Sadat) and placing said forged instrument of record as Instrument ID 20050107-0002787, RODC, and thereafter on the basis of same, (Exhibit A7) to claim that the Sadat's are the true owners of the subject property, and thereby at a minimum, by attempting to utilize this forged instrument in pursuit of the their claims before this court, Mr. Sadat has attempt to defraud the Defendants herein of Mir Kader Ali's real property, and they have attempted to perpetrate a fraud upon this court, (civil, if not criminal fraud) and Mr. Sadat ~~and his counsel~~ have relied on said forgery to claim that the Sadats are the true owners of the subject property. Mr. Sadat

EHL

can hardly claim innocence since he participated in the recordation of the forged quitclaim of the subject property (Exhibit A7) to himself in the RODC. SEE ALSO the affidavit of Mir Kader Ali, Exhibit A, wherein he states that he was not in the United States in October 2004 when Exhibit A6 was supposedly notarized in Davidson County Tennessee; and the accuracy of his Affidavit, Exhibit A, is readily demonstrated by reference to relevant pages of his passport which show that Mir Kader Ali left the USA in 1988 and since then only one visa was issued by the USA, our government, for his trip here in the last quarter of 2007 to protect his interests in the property in question. (SEE Exhibit A2 to Movant's Statement of Facts). Also, even had Exhibit A6 been notarized in India, a foreign country, as it also purports, it was not properly authenticated according to the Hague Convention (Exhibit F to Movant's Statement of Facts); and, PREMISEES CONSIDERED, IT IS THEREFORE FURTHER ORDERED ADJUDGED AND DECREED THAT INSTRUMENT ID 20041025-0128025, RODC, WHICH HAS BEEN RELIED ON BY MR. SADAT IN THIS ACTION IS HEREBY DECLARED TO BE A FORGED INSTRUMENT CREATED THROUGH FRAUD IN THE INCEPTION; AND IS HEREBY DECLARED TO BE "**NULL AND VOID, *AB INITIO***"; and,

(V). Exhibit A7 to Exhibit A (mentioned above), a forged Quitclaim Deed purporting to convey the subject property to Sayed Anwar Alsadat from Mir Kader Ali, (of record as Instrument ID 20050107-0002787, RODC), of which said instrument was purportedly prepared by the Law Firm of Moody, Whitefield & Castellarin, the same firm that represented Mr. Sadat in this cause and which shows the notary seal of Michael M. Castellarin attesting to the signature on the affidavit re the actual consideration (required for recordation), ~~is possibly the most audaciously forged Instrument of all four forged instruments prepared by the attorneys acting on the instructions of Mr. Sadat and all of whom were paid by Mr. Sadat, as admitted by Mr.~~

EHC



~~Sadat in his deposition.~~ The audaciousness and intentional misconduct represented by Plaintiffs' attempted utilization of Exhibit A7 in his pleadings in this cause stand out so clearly when it is considered that the forged "Mir Ali" signed in script above the typed name "Mir Kader Ali" was only utilized to forge Mir Kader Ali's signature as the purported signature of the true and lawful owner of the subject property on Exhibits A5, A6, and A7 while the first forgery, Exhibit A4 which was identified as not only being a forgery but also was a composite document put together from photo-copies of multiple documents by the forensic handwriting expert in his report (SEE Collective Exhibit B to Movant's Statement of Facts). This is borne out when one examines the signature in script above the typed name "Mir Kader Ali" on page 2 of Exhibit A4 which contains what purports to be all three of the names typed below the signature line on page 2; and that the scripted signature of all three, bears no resemblance to the scripted signatures on A5, A6, or A7, (all purporting to be the signature of Mir Kader Ali) however the name "Mir Ali" written in script (purportedly by the notary), on page three of Exhibit A4 to identify the party who signed the three names in script on page 2, looks quite similar to the "Mir Ali" signing in script above the typed name "Mir Kader Ali" on Exhibits A5, A6, and A7. Taken together, a comparison of the purportedly forged signatures on all four forged instruments, in light of the report of the forensic handwriting expert, (Exhibit B), the signature exemplars on the known documents unquestionably signed by Mir Kader Ali, (i.e., on his Saudi Arabian drivers license, his passport, and his Affidavit, Exhibit A to Movant's Statement of Facts), and finally Mir Kader Ali's personal identification in his affidavit (Exhibit A) of his purported signatures on all four instruments (i.e., Exhibit A4, A5, A6 and A7) as forgeries of his name and not having been signed by anyone authorized to do so, lead to only one conclusion, *to wit: that all four questioned instruments Exhibit A4, A5, A6, and A7* are forgeries and in particular, that Exhibit A7 stands out as having been the handiwork of Mr. Sadat and, IT IS THEREFORE FURTHER ORDERED ADJUDGED AND DECREED **THAT EXHIBIT A7 ID 20050107-0002787 RODC IS DECLARED A FORGERY CREATED THROUGH FRAUD IN THE INCEPTION**, AND IT IS THEREFORE

DECLARED TO BE "**NULL AND VOID, *AB INITIO***"; AND IT IS FURTHER ORDERED ADJUDGED AND DECREED THAT MIR KADER ALI IS THE TRUE AND LAWFUL OWNER OF THE SUBJECT PROPERTY, BEING 1348 TIMBER VALLEY DRIVE, NASHVILLE TENNESSEE 37214, AND ANY CLOUD UPON MIR KADER ALI'S CLAIM THAT HE IS THE TRUE AND LAWFUL OWNER IN "FEE SIMPLE" OF THE LEGAL AND EQUITABLE TITLE TO THE REAL PROPERTY AT 1348 TIMBER VALLEY ROAD, NASHVILLE, TN 37214 ARISING OUT OF THE CLAIMS MADE BY PLAINTIFFS HEREIN, MR. AND MRS. SAYED ANWAR ALSADAT, IN THEIR COMPLAINT, ARE HEREBY FOUND TO BE GROUNDLESS AND ANY SUCH CLOUD UPON THE SAID MIR KADER ALI'S OWNERSHIP IS HEREBY DECLARED "REMOVED"; AND HE HIS HEREBY DECLARED TO HAVE THE LEGAL AND EQUITABLE TITLE TO SAID REALTY SUBJECT TO THE OUTSTANDING LIEN OF THE DEED OF TRUST SECURING THE PAYMENT OF THE INDEBTEDNESS REPRESENTED BY THE DEED OF TRUST NOTE MADE TO AMERIQUEST MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS AS OF RECORD IN THE RODC, AND SUBJECT TO ANY OUTSTANDING BUT UNPAID STATE AND LOCAL PROPERTY TAXES AGAINST SAID REALTY, TO SUCH MATTERS AS ARE SHOWN ON THE SUBDIVISION PLAT, RESTRICTIVE COVENANTS OF RECORD, AND SUCH ZONING ORDINANCES, RULES, AND REGULATIONS, AS ARE APPLICABLE TO SAID REALTY AND TO ANY OUTSTANDING JUDGMENTS OF RECORD IN FAVOR OF THE HOMEOWNERS ASSOCIATION FOR UNPAID MAINTENANCE FEES; and,

(VI). NO CONSTRUCTIVE OR RESULTING TRUST SHALL BE IMPRESSED UPON THE SUBJECT PROPERTY IN FAVOR OF THE SADATS. The Sadats' proof is inadequate to support either claim. Mr. Sadat claimed that at closing he paid $32,000.00 in cash-money through his mother as the down payment on the subject property, however, the Sadats' were unable to even remotely trace their funds into the subject property, and they completely failed to introduce any clear, strong, unequivocal,

unmistakable or irrefragable proof, as required, to support their claim for a constructive or resulting trust, and the Sadats failed to allege or prove any wrongful acts or behavior by the Alis. Metropolitan Escrow, Inc.'s President, Patricia Nicholls, was the closing agent who closed the Hostetter's Sale of the subject property to Mir Kader Ali, and in her sworn Affidavit (Exhibit C to Movant's Statement of Facts) said that the closing file indicated that no currency was received at the closing, additionally Metropolitan Escrow's deposit slip for the closing (SEE Exhibit E), shows the name "Ali" in conjunction with the $33,624.82 down payment figure, without mention of the Sadats. The Sadats have produced **no IRS returns** to show they might have earned money, and **admit that they have no bank accounts**, that **they are in this country illegally, deal only in cash**, that they **have no receipt or accounting for their alleged cash down payment**, and **do not claim to have any documentary proof other than the four (4) forged documents** alluded to above and hereinafter to back up their claims. However, the evidence is overwhelmingly clear and convincing that Mir Ahmed Ali, acting under a Power of Attorney for Mir Kader Ali, purchased the subject property in the name of Mir Kader Ali, and that Mir Ahmed Ali attended the closing and paid Mir Kader Ali's $33,624.82 as required to close, and received the Warranty Deed of record in Book 10995, page 484, RODC, establishing "Legal Ownership" in Mir Kader Ali subject only to a purchase money mortgage (for the balance of the Purchase Price) naming only Mir Kader Ali as obligor, of which said deed and mortgage were registered in the RODC. The Sadats, on the other hand did not attend the closing, are not mentioned in the Warranty Deed, are not mentioned in the Deed of Trust or note, have **never been anything but renters**, whose claims solely rested on four forged documents. All from which is overwhelmingly clear and convincing evidence that the Sadat's acted maliciously, intentionally and fraudulently; and, **IT IS THEREFORE FURTHER ORDERED ADJUDGED AND DECREED THAT MIR KADER ALI IS THE TRUE AND LAWFUL OWNER OF THE SUBJECT PROPERTY AND THAT THE**

PLAINTIFFS POSSESS NO INTEREST IN THE SUBJECT PROPERTY BY CONSTRUCTIVE TRUST, RESULTING TRUST OR OTHERWISE; and,

(VII). The parties did not enter into a valid or enforceable compromise and settlement agreement. The same was never validly consummated nor was any proposed settlement agreement ever reviewed, approved, or signed by the court. Additionally, even if a settlement agreement had been reached it was breached by the Sadat's late payment of the July 2007 mortgage payment and their subsequent nonpayment of their obligations as was set forth in number 4 of the proposed settlement agreement *to wit*:

> " . . . when the property is vacated, the mortgage payments and all other expenses of ownership will be divided equally between Sayed Anwar Alsadat and Firdous Sadat, who will pay 50% of these expenses, and Mir Kader Ali, who will pay the remaining 50% of those expenses."; and,

IT IS THEREFORE FURTHER ORDERED ADJUDGED AND DECREED THAT NO SETTLEMENT AGREEMENT IS ENFORCEABLE IN THIS MATTER; and, Denied on summary judgment. The court requires an evidentiary hearing to

(VIII). The evidence is clear and convincing that the Sadats acted intentionally with a conscious objective and desire to deprive the true and lawful owner, Mir Kader Ali, of the his real property, located at 1348 Timber Valley Drive, Nashville, Tennessee 37214, through deceit, forged legal instruments and fraudulent activity, and without doubt the case at bar is a classic example of perjury, fraud, greed, lack of gratitude and the outrageous and unmitigated gall of the Plaintiffs, which have been demonstrated in their rawest form, all with the Plaintiffs complete awareness do more than adequately justify the award of substantial Punitive or Exemplary damages award punitive damages.

as prayed for by the Defendants. The Plaintiffs have (1) concealed their financial condition and net worth (i.e., deal only in cash and have no bank accounts); (2) used forged documents to support their claim (Exhibits A4, A5, A6, and A7), and have caused considerable hardship and impact upon the Defendants, including immense financial strain, mental anguish, and among other complications forced Mir Kader Ali to relocate from India in order to protect his interest and defend the lawsuit at a cost of nearly $6,000.00 for merely his transportation alone; (3) Where the Plaintiffs were clearly aware that their fraudulent actions caused immense harm to the Defendants based on Plaintiffs' greed; (4) Where the Plaintiffs began their fraudulent conduct and activity no later than March of 1997, upon their recording the first forged instrument (i.e., Book 10377, Page 756) with the RODC and where the prolonged legal process began no later than 2005, and that the Plaintiffs did attempt to conceal their conduct; (5) Where the expense the Defendants borne included extensive attorney fees, court report fees, forensic handwriting expert, the loss of household items and personal effects, outstanding rent owed by the Sadats that include unpaid mortgage payments and home related expenses that were the terms of the rental agreement with fees and penalties thereof (i.e., unpaid homeowner association fees and judgments incurred while the Sadats were in possession of the property as renters), unpaid property taxes, and the financial strain has created the real possibility that the subject property may go into foreclosure; (6) Where the Plaintiffs were unjustly enriched profited by staying rent free for many months (at least 9 months) and not paying other obligations of their rental agreement (i.e. association fees and property taxes) and that based on the profits, unjust enrichment and negative consequents caused to Defendants the punitive damages should be in excess of the profit to deter this type of activity in the future; (7) It is unknown whether the Plaintiffs have been subject to similar previous punitive damages; (8) Where the Plaintiffs were aware of their misconduct from the inception and no remedial action was taken or attempted by the Plaintiffs, nor was a fair

settlement attempted for the actual harm caused; and, **IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT THE DEFENDENTS ARE ENTITLED TO AND AWARDED PUNITIVE DAMAGES IN THE AMOUNT OF $** 15,000.00 ; and,

(IX). The record as a whole, along with the finding herein justify and sustain the damages sought and prayed for by the Defendants in the Motion for Summary Judgment, Counter and Amended Counter-Complaint, which include 9 months of rents ($ 5862.00) not paid by the Plaintiffs as renters of the property, the outstanding debt and judgment against the Alis relating to the time the Plaintiffs had possession of the subject property, including all homeowner association fees and penalties ($ 1,333.00) and unpaid 2006 property taxes, including penalties and interest ($ 2,318.53) and 2007 property taxes pro-rated ($ 1,772.56) and attorney fees ($ 37,416.00); and, **IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT THE DEFENDANTS ARE ENTITLED TO THE MAXIMUM IN COMPENSATORY DAMAGES AGAINST PLAINTIFFS JOINTLY AND SEVERALLY, IN THE AMOUNT OF $** 48,702.09; and,

(X). **THAT THE COSTS IN THIS MATTER ARE ALL ASSESSED AGAINST PLAINTIFFS;** and, EHL

(XI). ~~**THAT THIS ORDER IS FINAL.**~~ Accordingly, the court grants summary judgment on the liability claims as those were contained on the Defendants' Summary Judgment Statement of Material Facts and not denied by the other side; the court denies summary judgment on damages as those were not contained in the Summary Judgment Statement of Material Facts, and punitive damages must be decided at an evidentiary hearing is conducted for punitive damages.

Ellen Hobbs Lyle

HONORABLE ELLEN HOBBS LYLE
Chancellor of Chancery Court, Part III

Approved for Entry:

John G. Doak Sr

John G. Doak, Sr. BPR 002343

I HEREBY CERTIFY THAT THIS IS A TRUE COPY, ORIGINAL INSTRUMENT FILED IN MY OFFICE. THIS 11 DAY OF 2009
CRIST SCOTT, CLERK & MASTER
BY Beverly B DEPUTY CLERK

Denied on summary judgment. Not contained in Summary judgment statement of Material Facts filed 3/9/08. Damages hearing will need to be conducted. EHL

Attorney for Defendant/Counter-Plaintiff
2525 Lebanon Pike, Building A
Nashville, TN 37214
(615) 469-6857

CERTIFICATE OF SERVICE

I certify that I have served the foregoing document by mailing a true and accurate copy of the same on the 10th day of September, 2008 to:

David B. Herbert, Esq.
Angela Simmons, Esq.
Ortale, Kelley, Herbert & Crawford
Third Floor, Noel Place
200 Fourth Avenue North
PO Box 198985
Nashville, TN 37219-8985

Sayed Alsadat and Firdous Sadat
104 Lake Ridge
Hendersonville, TN 37075

Anthony Burns

COPIES TO ATTORNEYS AND PRO SE LITIGANTS
AT THE ABOVE ADDRESSES
DATE 9/22/08 CLERK