

NOTICE: NOT FOR OFFICIAL PUBLICATION.
UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL
AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

IN THE
ARIZONA COURT OF APPEALS
DIVISION ONE

BUDGET RENT A CAR SYSTEM LLC, *Plaintiff/Appellee*,

v.

CHANDER SHEAKER PATIL, *Defendant/Appellant*.

No. 1 CA-CV 23-0129
FILED 11-28-2023

Appeal from the Superior Court in Maricopa County
No. CV2021-051846
The Honorable Melissa Iyer Julian, Judge

AFFIRMED

APPEARANCES

Saigh Law, P.L.L.C., Phoenix
By Fred A. Saigh
Counsel for Plaintiff/Appellee

Chander Patil, Mississauga, Ontario
Defendant/Appellant

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MEMORANDUM DECISION

Presiding Judge D. Steven Williams delivered the Court's decision, in which Judge Samuel A. Thumma and Judge Paul J. McMurdie joined.

WILLIAMS, Judge:

¶1 Defendant Chander Patil appeals an arbitration award for plaintiff Budget Rent A Car System, L.L.C. ("Budget"), and the superior court's judgment confirming the award. For the following reasons, we affirm.

FACTUAL AND PROCEDURAL HISTORY

¶2 In 2017, Patil, then an Arizona resident, rented a car online from Budget. Patil flew to Florida to pick up the car. Patil was involved in an accident before he left Florida, and the car was totaled. Patil claims he notified his car insurance provider of the accident, as well as a Budget customer service representative. Budget later sold the vehicle for \$725 and sued Patil for breach of contract and unjust enrichment.

¶3 Given the amount in controversy, the parties were required to participate in compulsory arbitration under court rules. *See* Ariz. R. Civ. P. 72(b). Before the July 2022 arbitration hearing, Patil obtained legal representation. But Patil failed to appear for the hearing, and the arbitrator issued an award in Budget's favor.

¶4 After Patil's 20-day window to appeal the arbitration award closed, Ariz. R. Civ. P. 77(b), Budget moved the superior court to enter judgment. Patil objected, asking the court to withhold confirming the award. Noting Patil's objection did not "identify grounds for avoiding confirmation of the arbitration award," the court entered judgment for Budget.

¶5 Patil timely appealed to this court. We have jurisdiction under Article 6, Section 9, of the Arizona Constitution and A.R.S. § 12-2101.01(B).

DISCUSSION

¶6 Patil's briefing fails to provide "citations of legal authorities and appropriate references to portions of the record on which [he] relies."

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Ariz. R. Civ. App. P. 13(a)(7). That failure may result in a waiver of each of Patil's arguments. *In re Aubuchon*, 233 Ariz. 62, 64–65, ¶ 6 (2013). In exercising our discretion, we decline to apply the waiver doctrine and instead address the merits of Patil's appeal to the extent we can. *See Reid v. Reid*, 222 Ariz. 204, 208, ¶ 16 (App. 2009) (Waiver is discretionary, not "an unalterable rule").

I. *Arbitration Award*

¶7 Patil argues he was not given a "fair chance" to present his case at the arbitration hearing and that Budget should have contacted his insurance company rather than sue him to recover its damages. But to press these arguments in court, Patil was obligated to appeal the arbitration award to the superior court within 20 days. Ariz. R. Civ. P. 77(b). Had he done so, he would have been entitled to a trial *de novo* on the merits. Ariz. R. Civ. P. 77(d); *Valler v. Lee*, 190 Ariz. 391, 396 (App. 1997). But he did not, and consequently, he is deemed to have "accepted the arbitrator's determination." *Schwab Sales, Inc. v. GN Constr. Co., Inc.*, 196 Ariz. 33, 36, ¶ 7 (App. 1998).

II. *Confirmation of the Arbitration Award*

¶8 Patil also argues the superior court erred in denying his motion to withhold confirmation of the arbitration award. We review a court's confirmation of an arbitration award for an abuse of discretion. *Nolan v. Kenner*, 226 Ariz. 459, 461, ¶ 4 (App. 2011). A party cannot prevail on appeal, however, merely because they "believe[] that the arbitrators erred with respect to factual determinations or legal interpretations." *Hirt v. Hervey*, 118 Ariz. 543, 545 (App. 1978).

¶9 The superior court may vacate an arbitration award for any one of six reasons outlined in A.R.S. § 12-3023(A). Patil does not state which of the six A.R.S. § 12-3023(A) bases he believes applies. As best as we can tell, however, he seems to argue that the "award was procured by . . . undue means." A.R.S. § 12-3023(A)(1); *see also FIA Card Servs., N.A. v. Levy*, 219 Ariz. 523, 525, ¶ 7 (App. 2008) (explaining that "undue means" for purposes of Arizona's Uniform Arbitration Act, §§ 12-1501 et seq., requires, among other things, some element of "intentional misconduct" or "bad faith in the procurement of the award") (citation omitted); *see also Cach, LLC v. Fallon*, 1 CA-CV 14-0823, 2016 WL 796996, at *2, ¶ 14 (Ariz. App. Mar. 1, 2016) (mem. decision) (explaining that the "intentional misconduct" standard applies to both Arizona's Uniform Arbitration Act and Arizona's Revised Uniform Arbitration Act, §§ 12-3001, et seq.).

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¶10 Nothing in the record shows misconduct by Budget. Further, Patil does not claim he lacked notice of the hearing. And though Patil maintains he was outside of Arizona on the day of the hearing, he does not dispute he had the opportunity to participate remotely. On this record, Patil's arguments fail.

III. Attorney's Fees and Costs

¶11 Budget seeks to recover its attorney's fees and costs on appeal. Upon compliance with Ariz. R. Civ. App. P. 21, we grant Budget's request under the express terms of the parties' rental agreement (paragraph 27).

CONCLUSION

¶12 We affirm.



AMY M. WOOD • Clerk of the Court
FILED: AA