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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

NARENDRA SHARMA, assignee for  
Shree Shiva LLC,  
  
Plaintiff,  
  
v.  
  
CITY OF REDDING, a municipal  
corporation, RICHARDSON C.  
GRISWOLD, a court appointed  
receiver,  
  
Defendants.

No. 2:17-cv-00487-MCE-AC-PS

**MEMORANDUM AND ORDER**

On March 6, 2017, Plaintiff Narendra Sharma, Assignee for Shree Shiva LLC (“Plaintiff”) filed a Complaint (ECF No. 1) and a Motion for Temporary Restraining (“TRO”) and Preliminary Injunction (“PI”). ECF No. 2. Plaintiff, acting in pro se, seeks to enjoin the sale of Americana Lodge, a motel located in Redding, California. As set forth below, because Plaintiff has failed to demonstrate the presence of an immediate irreparable injury, his application for a TRO is denied. Plaintiff may, however, proceed in pursuing his request for a PI, and a hearing in that regard is scheduled for April 6, 2017 at 2:00 p.m.

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1 **BACKGROUND**

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3 In his Complaint, Plaintiff alleges that Defendant City of Redding (“City”) filed a  
4 complaint for nuisance against Shree Shiva LLC, the then owner of the Americana  
5 Lodge, and sought the appointment of a receiver. According to the Complaint, Shree  
6 Shiva agreed to a court appointed receiver on grounds that it would both expedite  
7 bringing the property back into compliance with City ordinances and save costs of  
8 litigation. On January 22, 2016, the court appointed Defendant Richardson C. Griswold  
9 as Receiver, and Mr. Griswold, who is also a Defendant here, took possession and  
10 control of the property on March 22, 2016.

11 Plaintiff alleges that Defendants in fact intended to seize the property in violation  
12 of the Fifth Amendment’s Taking Clause. He alleges that the Receiver is now attempting  
13 to sell the Americana Lodge on a “fire sale” basis and, on December 1, 2016, accepted a  
14 purchase offer from Hignell, Inc. for \$375,000.00. Pl.’s Motion, 7:12-13.

15 According to the Declaration of Bhupendra Thakor, he and his wife, Sudha  
16 Thakor, each owned 50 percent of the interests in Shree Shiva LLC, the California  
17 limited liability company which purchased the Americana Lodge in March of 2004.  
18 Thakor Decl., ECF No. 2-1, 15:21-23. Attached to Mr.Thakor’s Declaration as Exhibit 1  
19 is a purported subsequent sale agreement of Shree Shiva, LLC to Plaintiff Narendra  
20 Sharma for the purchase price of one dollar. Sharma apparently bases his right to sue  
21 on that agreement, and seeks to enjoin the City and Receiver from proceeding with any  
22 sale of the property.

23 As indicated above, however, the Receiver allegedly accepted Hignell’s offer to  
24 purchase the Americana Lodge more than three months ago. Although Plaintiff appears  
25 to contend the property is in escrow, there is no indication in the papers when that  
26 escrow is scheduled to close, let alone whether it is imminent.

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1 **ANALYSIS**

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3 The papers submitted by Plaintiff contain no indication of imminent irreparable  
4 harm that cannot be remedied by monetary damages. As set forth above, there is no  
5 indication that escrow will close on the alleged sale of the property to Hignell, Inc. at any  
6 particular time, let alone imminently. While Plaintiff argues that the business in the  
7 property that has been built up over the last twelve years will be “eviscerated overnight”  
8 once the sale becomes final, the Court cannot justify issuance of the extraordinary  
9 remedy represented by a temporary restraining order, particularly without giving  
10 Defendants the opportunity to be heard on the matter beforehand, when there is no  
11 indication when or if the sale will in fact be finalized.

12 In addition, while Plaintiff’s TRO Checklist filed concurrently with his Motion states  
13 that there has been no undue delay in applying for a TRO, the Court is not convinced.  
14 According to Plaintiff, the disputed sale agreement with Hignell, Inc. was reached on  
15 December 1, 2016, more than three months ago. Shree Shiva LLC has therefore been  
16 on notice of the impending sale since that time, and Plaintiff himself claims the rights to  
17 Shree Shiva were assigned to him by Sales Agreement dated January 28, 2017, more  
18 than five weeks ago. It is not clear why Plaintiff waited until March 6, 2016 to move the  
19 emergency remedy of a TRO, and Plaintiff has provided no explanation for his delay,  
20 which also undermines the argument that any harm he may suffer is imminent and  
21 irreparable. Because Plaintiff and Shree Shiva have not treated this situation as an  
22 emergency over the preceding three months, this Court declines to do so now. Instead,  
23 no satisfactory reason has been offered why this matter should not be fully briefed and  
24 considered in the context of a regularly noticed request for PI, as Plaintiff alternatively  
25 seeks.

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1 **CONCLUSION**

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3 For all of the above reasons, the Court DENIES Plaintiff's Motion (ECF No. 2) to

4 the extent it requests that the Court issue a TRO. A hearing on Plaintiff's alternative

5 request for a PI is, however, set for April 6, 2017, at 2:00 p.m. Plaintiff is directed to

6 provide notice of that hearing date to Defendants not later than March 10, 2017.

7 Defendants' opposition to Plaintiff's Motion must be filed not later than March 24, 2017,


8 and a reply, if any, is due on March 31, 2017.

9 IT IS SO ORDERED.

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11 DATED: March 8, 2017

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15 MORRISON C. ENGLAND, JR.  
16 UNITED STATES DISTRICT JUDGE

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