

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

TRINITY INVESTMENT, LLC

PLAINTIFF

v.

CIVIL ACTION NO. 3:12CV-188-S

GAJA INTERNATIONAL, INC., et al.

DEFENDANTS

**MEMORANDUM OPINION**

This matter is before the court on motion of the plaintiff, Trinity Investment, LLC, to strike the defendants' answer and counterclaim, or alternatively to dismiss the defendants' counterclaim for failure to state a claim upon which relief may be granted. DN 24.

The background of this case was set out in the court's July 24, 2012 Memorandum Opinion. DN 10. Trinity Investment, LLC, filed suit against a purported capital investment firm, Gaja International, Inc. and two individuals, Abir and Geetanjali Maru, for fraud. Trinity alleges that it paid \$75,000.00 in exchange for the commitment of Gaja to provide Trinity with two multi-million dollar lines of credit. The complaint alleges that the defendants represented that they were worth billions of dollars and owned a bank with billions of dollars in assets. Trinity contends that despite repeated assurances over a number of months that funds would be forthcoming, the defendants never provided Trinity any money. Trinity also alleges that the defendants induced a Trinity "affiliate" to lend the Marus \$20,000.00 for the purchase of a home on the agreement to repay the loan within five days. The complaint states that the loan was assigned to Trinity, that Trinity has made demand for payment, but that the Marus have refused to repay the loan.

The defendants filed a *pro se* answer to the complaint and a counterclaim.<sup>1</sup> The counterclaim was dismissed for failure to state a claim upon which relief may be granted. DN 10. Thereafter, the parties reached a settlement. Trinity alleges that the defendants immediately defaulted. Trinity then moved for and was granted leave to amend its complaint to add a claim for breach of the settlement agreement. DN 20.

Trinity's motion for leave to amend was granted on January 25, 2013. The defendants did not file an answer and counterclaim to the amended complaint until March 28, 2013. Despite being filed out of time, they did not seek leave to file late.

Trinity has moved the court to strike the answer and counterclaim filed over one month past the date established by Fed.R.Civ.P. 12. There has been no response filed to the motion. The motion to strike the answer and counterclaim will be granted.

The defendants have not retained counsel in this case. The allegations of the amended complaint stand unopposed in the record. Further, we note that Abir Maru, *pro se*, purported to represent his wife, Geentaljali Maru, and their company, Gaja International, Inc., by signing his name, purportedly on their behalf, in the answer and counterclaim to the amended complaint. Abir Maru is not a licensed attorney, and may not represent the interests of other parties. Thus their interests were defaulted.

For the reasons set forth herein, the motion to strike the answer and counterclaim to the amended complaint will be granted by separate order.

June 6, 2013

**IT IS SO ORDERED.**



**Charles R. Simpson III, Senior Judge  
United States District Court**

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<sup>1</sup>The pleading was signed by Abir Maru, Geetanjali Maru, and Abir Maru, Chairman of Gaja International, Inc.