

Gouleguine v Mkrtycheva

2023 NY Slip Op 33071(U)

September 6, 2023

Supreme Court, New York County

Docket Number: Index No. 158092/2021

Judge: Paul A. Goetz

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. PAUL A. GOETZ **PART** **47**

Justice

-----X

MARK GOULEGUINE,

Plaintiff,

- v -

MARIA GOULEGUINA MKRTYCHEVA, and SDK
HEIBERGER LLP,

Defendants.

-----X

INDEX NO. 158092/2021

MOTION DATE N/A

MOTION SEQ. NO. 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 34, 35, 46, 47, 48, 49, 50, 51, 52, 53, 54, 82, 89, 90, 91, 92, 93, 94, 95, 96, 97, 108

were read on this motion to/for DISCOVERY.

During their marriage, plaintiff Mark Gouleguine (plaintiff) and co-defendant Maria Goueguina Mkrtycheva’s (defendant) co-owned and lived in apartment 28C, at 161 West 61st Street in Manhattan.¹ The parties do not dispute that in 2009, when the parties separated, plaintiff moved out of the apartment. Defendant remained there until around February 2021, when the apartment was sold for \$1.7 million. After plaintiff moved out, defendant paid the common charges, taxes, and other expenses associated with the apartment (“the carrying costs”).

Ultimately, the parties divorced. The divorce decree, which the parties entered in Belarus, does not provide for the division of the proceeds of the sale of the New York apartment. According to plaintiff, the parties agreed that they would split the proceeds equally. After liens, taxes, and transfer costs, this amounts to \$778,058.58 each. According to defendant, however, she is entitled to reimbursement of \$271,463.46, which constitutes half of the carrying costs she

¹ The co-defendant, SDK Heiberger LLP, is being sued as a stakeholder and has taken no position as to the dispute.

paid between 2009 and 2021. In addition, she claims that plaintiff owes her \$81,416.75 as the result of two foreign judgments she obtained against defendant in Luxembourg. Defendant asks that plaintiff pay her the total, \$354,881.22, out of his share of the proceeds.

The parties have litigated vigorously, bringing five motions in approximately two years and serving numerous document demands. Currently before the court is defendant's motion to compel plaintiff to respond to her April 10, 2023, interrogatories (NYSCEF Doc. No. 50) and her April 10, 2023, document request (NYSCEF Doc. No. 49). Plaintiff responded to the interrogatory demand on April 30, 2023, asserting objections and providing some information in narrative form (NYSCEF Doc. No. 34). The response did not include the text of the interrogatories themselves. Plaintiff also responded to the document demand on April 30, 2023 (NYSCEF Doc. No. 35). The response, which also did not include the text of the demands themselves, objected to all requests except for document request numbers 6, 7, and 8.

The disputing parties conferenced the case with the court on August 31, 2023. They indicated that there is no dispute concerning interrogatory 6 and document demand 6, and that there is no dispute as to document demands 7 and 8. Plaintiff also acknowledged that he did not format the responses properly. In addition, the court was able to mediate and/or issue rulings regarding the remaining demands.

Accordingly, it is

ORDERED that, within 45 days, plaintiff shall provide fresh responses to the document and interrogatory demands, in proper, notarized form; and it is further

ORDERED that interrogatory numbers 3, 7, 8, and 9 are stricken; and it is further

ORDERED that, for interrogatory 1, which initially asked plaintiff to identify "any and all amounts expended by Plaintiff in regards to the New York apartment" (NYSCEF Doc. No.

50, ¶ 1), plaintiff will identify his expenses, if any, as to repairs, carrying costs, and improvements to the New York apartment between 2009 and 2020; and it is further

ORDERED that, for interrogatory 2, which initially asked plaintiff to identify “all marital property that Plaintiff received as a result of the divorce” (*id.*, ¶ 2), plaintiff will provide copies of the divorce decree and any Minsk and Luxembourg orders that specifically discuss that New York apartment; and it is further

ORDERED that, for interrogatory 4, which seeks information regarding child support, plaintiff represents that he has made no payments regarding the child support that is described in the complaint, and he will state this in his response to the interrogatory; and it is further

ORDERED that plaintiff shall respond to interrogatory 5; and it is further

ORDERED that document request numbers 13 and 14 are stricken; and it is further

ORDERED that, for document request 1, which seeks documents that “demonstrate any and all amounts expended by Plaintiff in regards to the New York apartment, including but not limited to, amount for the purchase of the New York apartment, carrying costs, taxes, furnishing, and renovating the New York apartment” (NYSCEF Doc. No. 49, ¶ 1), plaintiff shall submit an affidavit stating that he has provided all relevant materials; and it is further

ORDERED that defendant is to narrow document requests 2 and 3 and serve on plaintiff within 15 days of this order, and plaintiff shall respond within 20 days of receipt; and it is further

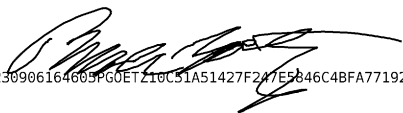
ORDERED that plaintiff shall respond to document request numbers 4 and 5 to the extent that they seek documents relating to amounts that he paid for child support; and it is further

ORDERED that, with respect to paragraph 9, which seeks “[a]ll submissions by Plaintiff to any court or similar body in proceedings regarding Plaintiff and Defendant” (*id.*, ¶ 9), plaintiff

shall provide the complaints from any cases that he instituted against defendant and/or the New York property, to the extent that these cases relate to the property; and it is further

ORDERED that plaintiff shall respond to document request number 12, which seeks “[a]ll communications by and between Plaintiff, on the one hand, and Defendant, on the other hand, including any communications with any known representative of Defendant” (*id.*, ¶ 12), by providing copies of communications between plaintiff and defendant relating to the dispute over the sale of the New York apartment; and it is further

ORDERED that the parties shall comply with the above by October 6, 2023.


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<u>9/6/2023</u> DATE					<hr/> PAUL A. GOETZ, J.S.C.
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	<input type="checkbox"/>	REFERENCE