



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

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<b>PIONEER ENTERPRISES, INC.</b>	:	<b>MARCH TERM, 2011</b>
	:	
<b>v.</b>	:	<b>NO. 01491</b>
	:	
<b>RAZAD, LLC, ET AL</b>	:	<b>COMMERCE PROGRAM</b>
	:	
<b>v.</b>	:	<b>Control No. 13031855</b>
	:	
<b>PIONEER ENTERPRISES, INC. and</b>	:	
<b>DEEPAK VERMA</b>	:	

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**OPINION**

GLAZER, J.

March 20, 2013

Presently before this court is the motion for reconsideration of this court's order dated February 27, 2013 of defendants, Razad, LLC, Harh Enterprises, Alam Khan, Raza Kahn, Mehboob Khan, and Nushin Khan. For the reasons discussed below, defendants' motion for reconsideration is denied.

**STATEMENT OF FACTS**

This matter arises out of an oral and written contract in which plaintiff agreed to supply defendants with gasoline. Initially, the parties entered into an oral contract. However, defendants began to fall behind on payments and thus the parties entered into a formal written letter agreement and required the defendants to secure a letter of credit from the bank or a lien on defendants' properties in the amount of \$400,000.00. Liens were placed on Fox Street property for \$200,000.00 and the Allegheny Avenue property for \$200,000.00 to secure the gasoline expenses which were signed and dated by Nushin Khan, as guarantor, on February 13, 2010.

The court found that the liens were notarized by Maratib Kazmi and were recorded in the Office of the Recorder of Deeds in Philadelphia County on June 7, 2010. Defendants again fell behind on payments for the gasoline. Plaintiff, Pioneer Enterprises, Inc., brought an action for: (1) breach of contract; (2) unjust enrichment; (3) intentional misrepresentation; (4) negligent misrepresentation; (5) common law fraud; (6) piercing the corporate veil; and (7) conspiracy. Subsequently, defendants, Razad, LLC et al., filed counterclaims for: (1) abuse of civil process; (2) tortious interference; and (3) breach of contract.

This court held a one day trial on November 14, 2012. Further, on December 6, 2012, this court issued findings of fact and conclusions of law and entered judgment in favor of plaintiff, Pioneer Enterprises, Inc. and against defendants Razad, LLC and Harh Enterprises, Inc. in the amount of \$320,834.84 and against Alam Khan and Mehboob Khan in the amount of \$106,891.70. On February 27, 2013, this court granted plaintiff's post trial motion seeking an amendment of this court's December 6, 2012 Order, to include a judgment against Nushin Khan, as guarantor, in the amount of \$400,000.00, which would be offset as collected against the total judgment of \$427,726.54. Defendants have filed the current motion for reconsideration of plaintiff's post trial motion.

## **DISCUSSION**

Pursuant to Pa. R.C.P. 227.1(a), "after trial and upon the written motion for post trial relief filed by any party, the court may: (1) order a new trial as to all or any of the issues; or (2) direct the entry of judgment in favor of any party; or (3) remove a non suit; or (4) affirm, modify or change the decision; or (5) enter any other appropriate order." Further, "[m]otions for reconsideration are discouraged unless the facts or law not previously brought to the attention of

the court are raised.” S.A. Arbittier et al., Philadelphia Court of Common Pleas Civil Practice Manual, § 7-2.8 (10<sup>th</sup> ed. 2000).

Defendants argue that the court erred in granting plaintiff’s post trial motion to include a finding in favor of plaintiff and against defendant, Nushin Khan, as guarantor, in the amount of \$400,000.00. Moreover, defendants assert that the court disregarded stipulated facts. Although defendants’ arguments are neither facts nor law previously unknown to the court and thus not appropriate for a motion for reconsideration, the court finds defendants’ arguments to be meritless.<sup>1</sup>

Defendants argue that plaintiff’s failed to prove that the written contract included the predated note by Nushin Khan. The court found that the parties entered into two separate contracts. The parties entered into an oral contract in February of 2010. [Findings of Fact no. 7]. Further, the parties entered into a subsequent formal written letter agreement on April 30, 2010. [Findings of Fact nos. 11-15]. The formal written letter agreement required Razad, LLC to secure a letter of credit or lien on properties in the amount of \$400,000.00. [Findings of Fact no. 17]. Liens were placed on Fox Street property for \$200,000.00 and the Allegheny Avenue property for \$200,000.00 which were signed and dated by Nushin Khan on February 13, 2010. [Findings of Fact no. 18]. The formal written letter agreement does not state that the lien would have to be obtained after the agreement was entered into and therefore, defendants’ argument is meritless.

Defendants further allege that the court disregarded the stipulated fact that, “there is no evidence that the corporate defendants, Harh Enterprises and Razad, LLC ever played a role in

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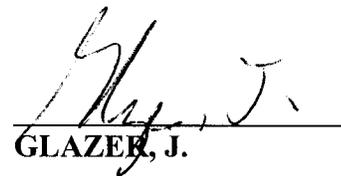
<sup>1</sup> Defendants’ arguments would be appropriate as a post trial motion. Pursuant to Pa. R.C.P. 227.1(c), parties have ten days after the filing of the decision to file a post trial motion. Defendants have filed this motion for reconsideration more than 70 days past the deadline.

the case.” See defendants’ motion for reconsideration, pp. 5. Moreover, defendants assert that the parties stipulated that this was a verbal contract. However, these issues were not stipulated. The parties did not submit a stipulation in regards to these matters nor was there a stipulation on the record. Defendants themselves assert a breach of contract claim based upon this written agreement. Further, the evidence is clear that plaintiff was doing business Harh Enterprises and Razad, LLC when it entered into the written agreement. Checks were issued from Razad, LLC and Harh Enterprises, Inc. [P-5; P-6]. The formal written agreement was between Pioneer and Razad, LLC. [P-3]. Therefore, the court finds that there was never a stipulation as to this case only being based solely on verbal contract nor was there a stipulation to the fact that there was no evidence that Harh Enterprise and Razad, LLC ever played a role in the case.

**CONCLUSION**

Based on the foregoing, defendants’ motion for reconsideration is denied.

**BY THE COURT:**

  
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GLAZER, J.