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Using Summary Judgment to Narrow Issues for Trial: A Strategic Approach

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While often associated with a defendant's effort to obtain dismissal of a case pre-trial, we view summary judgment as a critical tool for *both* plaintiffs and defendants in narrowing the issues that remain for trial. A recent case from the New York Supreme Court, Westchester County, *Apache Oil Co. Inc. v. Mt. Vernon Gas'n Go Corp.*, highlights the effective use of summary judgment as a streamlining tool that can improve litigation and trial efficiency.

[The Case: Apache Oil Co., Inc. v. Mt. Vernon Gas'n Go Corp., Index No. 56028/2019 \(Sup. Ct. Westchester Cnty. May 4, 2023\) \(Jamieson, J.\)](#)

The case arose from a contractual dispute involving the distribution of petroleum products. The plaintiff, Apache Oil Company, entered into a 2008 commission agreement with Mt. Vernon Gas'n Go Corp. to supply Sunoco-branded motor fuels to a service station. Defendant Falah A. Alfahali personally guaranteed Mt. Vernon's obligations under the agreement. In 2019, ownership of the property transferred to 215 West 1st Realty LLC, whose principals, Rajan and Rahul Nabe, allegedly interfered with the agreement by blocking fuel deliveries, introducing unbranded fuel, and even threatening physical violence. Apache Oil filed a complaint containing seven causes of action.

Following the completion of discovery and motion practice, Apache Oil filed a motion for partial summary judgment on four of its claims: 1) tortious interference, 2) breach of contract, 3) attorneys' fees, and 4) breach of guaranty.

The Court's Rulings

The court's decisions underscore the importance of summary judgment to both parties in resolving clear-cut legal and factual issues:

1. **Tortious Interference:** The court granted summary judgment in favor of Apache Oil, finding sufficient evidence that the defendants intentionally disrupted the agreement by blocking access to storage tanks, delivering unbranded fuel, and threatening the guarantor.
2. **Breach of Contract:** Justice Jamieson found Mt. Vernon's failure to accept Sunoco-branded fuel, and its sale of unbranded fuel violated the commission agreement. The court rejected the defenses of impossibility and frustration of purpose, as these

were neither properly pleaded nor substantiated.

3. **Attorneys' Fees:** The agreement's provision for attorneys' fees entitled Apache Oil to recover its litigation costs, as it prevailed on its breach of contract claim.
4. **Breach of Guaranty:** Alfahali's guaranty made him personally liable for Mt. Vernon's obligations. His failure to ensure compliance with the agreement constituted a breach, for which the court held him accountable.

With these rulings, the court granted summary judgment on all four claims and ordered an inquest to determine damages. Apache Oil then voluntarily discontinued one additional claim, further narrowing the issues for resolution.

Takeaway

At Yankwitt LLP, we recognize that summary judgment can significantly streamline complex litigation for both plaintiffs and defendants and are focused throughout discovery on building a strong evidentiary record to maximize the potential for a successful summary judgment motion.