

Devan Chokshi et al
PLAINTIFF(S)

Beach Co et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter is before the Court on a motion to strike the Plaintiffs demand for a jury trial. Dhruv Chokshi was not a party to the lease agreement upon which the motion is based. Accordingly, his personal representative, Vatsal Chokshi, cannot be deemed to have waived the right to a jury trial. While Freni Hazare did sign the lease agreement, the lease agreement is devoid of any language indicating the document is binding on the personal representative, heirs, successors or assigns of Frenzi Hazare. Therefore, Devan Choshi, as personal representative of Freni Hazare, is likewise not a party to the lease agreement. The motion to strike jury demand is hereby denied. See, North Charleston Joint Venture v. Kitchens of Island Fudge Shoppe, Inc., 307 S.C. 533, 416 S.E.2d 637 (1992)(holding nonparties to a lease agreement were not subject to jury waiver provisions in the lease agreement).

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/24/2024 .

Christopher J Gramiccioni for Devan Chokshi,Dhruv Chokshi Estate,Freni Hazare Estate,Dhruv Chokshi,Freni Hazare,Vatsal Chokshi,Devan Chokshi PR,Vatsal Chokshi PR
Harold L Lichten for Devan Chokshi,Dhruv Chokshi Estate,Freni Hazare Estate,Dhruv Chokshi,Freni Hazare,Vatsal Chokshi,Devan Chokshi PR,Vatsal Chokshi PR
Olena Savytska for Devan Chokshi,Vatsal Chokshi
Shannon Liss-Riordan for Devan Chokshi,Vatsal Chokshi
Corporations XYZ 1-3
Mary Does 1-3
John Does 1-3

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

RECEIVED
Oct 24 2024
SC Court of Appeals

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Dorchester Common Pleas

Case Caption: Devan Chokshi , plaintiff, et al VS Beach Co , defendant, et al

Case Number: 2023CP1800836

Type: Order/Electronic Form 4

IT IS SO ORDERED.

Heath P. Taylor