

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 Defendants BIF-Summerville Station, LLC and PAC-Summerville, LLC's motion to alter or amend the Court's May 28, 2024 order denying their motion to strike. The Court's prior order as to Dhruv Chokshi and Vatsal Chokshi remains unchanged. The Court's prior order with regard to Devan Chokshi and Freni Hazare is hereby amended as follows: While Freni Hazare did sign the lease agreement which contains a facially valid jury trial waiver, the lease agreement is devoid of any language indicating the document is binding on the personal representative, heirs, successors or assigns of Freni Hazare. Conversely, paragraph 1 of the lease agreement specifically provides that the lease agreement applies to the successors' in interest or assigns of the owners. Had the drafter of the agreement intended the agreement to survive the death of Ms. Hazare, it certainly could have included language to that effect.

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 10/03/2024 .

David Shook
Shook & Associates
Shook Associates Architects
JMG Realty LLC
Asset Living South East LLC
SRNG LLC
Corporations XYZ 1-3
Mary Does 1-3
John Does 1-3

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 Savytka for Devan Chokshi,Vatsal Chokshi
Shannon Liss-Riordan for Devan Chokshi,Vatsal Chokshi

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.

See, Kelly v. McCombs, 2019 WL 4052491 (S.C. Ct. App. 2019). Therefore, Devan Chokshi, as personal representative of Freni Hazare, is not a party to the lease agreement. The motion to strike jury demand remains denied. See, North Charleston Joint Venture v. Kitchen 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).



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