

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

-----X  
Slomin's Inc.,

Index No.: CV-011380-20/QU

Petitioner(s),

Part: 35

-against-

Motion Seq.: 1

Kenneth Singh,

Respondent(s).

-----X  
LI, J.

**Civil Court  
of the  
City of New York**

**NOV 30 2021**

**ENTERED  
QUEENS COUNTY**

**I. Papers**

The following papers were read on Petitioner's petition to confirm an arbitration award:

<b>Papers</b>	<b>Numbered</b>
Defendant's Notice of Petition and Petition dated July 1, 2020 (" <b>Petition</b> ") with attached exhibits and stamped filed with the court on July 6, 2020.	1

**II. Background**

The parties entered into a contract for alarm services in an agreement dated July 6, 2016 (*see* Petition, Ex. A). The agreement provided that "any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administrated by Arbitration Services Inc., under its Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com) . . ." (Petition, Ex. A of Ex. A at 4). Petitioner initiated the arbitration on May 13, 2020, by mailing the Demand for Arbitration to Respondent (*see* Petition, Ex. C). Respondent failed to file an answer. On June 1, 2020, Allan J. Pullin, an arbitrator with Arbitration Services Inc., conducted the arbitration and found in Petitioner's favor against Respondent and awarded \$2,213.41 (*see* Petition, Ex. D). Petitioner moved for an order confirming an arbitration award published June 3, 2020 (CPLR 7510). Respondent did not oppose the petition.

### III. Discussion and Decision

The Petitioner timely commenced the instant proceeding within one year of delivery of the award upon it (CPLR 7510; *Matter of Olidort v Pewzner*, 125 AD3d 778, 779 [2d Dept 2015]; *Matter of Neiss v Asia*, 164 Misc 3d 1344, 1345 [App Term 2d Dept 2018]; *D & W Cent. Sta. Fire Alarm Co., Inc. v United Props. Corp.*, 34 Misc 3d 85, 86 [App Term 2d Dept 2012]). A notice of intention to arbitrate “shall be served in the same manner as a summons or by registered or certified mail, return receipt requested” (CPLR 7503[c]; *New York Merchants Protective Co., Inc. v Backyard Party Tent Rental, Inc.*, 34 Misc 3d 55, 56 [App Term 2d Dept 2011]). Although Petitioner served the demand for arbitration upon Respondent by first class mail (*see* Petition, Ex. C), as Petitioner correctly pointed out, parties to an arbitration agreement may allow a different method of service than required by the CPLR (*Matter of New Brunswick Theol. Seminary v Van Dyke*, 184 AD3d 176, 179 [2d Dept 2020]; *New York Merchants Protective Co., Inc. v Backyard Party Tent Rental, Inc.*, 34 Misc 3d at 56j). Here, the arbitration agreement provided that “[s]ervice of process or papers in any legal proceeding or arbitration between the parties may be made by First Class Mail . . .” (Petition, Ex. A of Ex. A at 4). Thus the arbitrator appropriately decided that Petitioner properly served Respondent because determining compliance with an arbitration agreement’s procedural regulations is for the arbitrator to decide (*Matter of County of Rockland (Primiano Constr. Co.)*, 51 NY2d 1, 8 [1980]; *Matter of New Brunswick Theol. Seminary v Van Dyke*, 184 AD3d at 181; *Chanry Communications v Circulation Mgt.*, 156 AD2d 633, 634 [2d Dept 1989]; *New York Merchants Protective Co., Inc. v Backyard Party Tent Rental, Inc.*, 34 Misc 3d at 57). Similarly, although “a notice of petition shall be served in the same manner as a summons in an action” (CPLR 403[c]), “parties to an arbitration agreement may prescribe a method of service different from that set forth in the CPLR” (*Matter of Merchants Protective Co. v Mima’s Kitchen, Inc.*, 114 AD3d 796, 797 [2d Dept 2014]). Thus Petitioner’s service of the notice of petition and Petition on Respondent by first class mail constituted proper service (*Id.*). The arbitrator’s award is signed and affirmed as required by CPLR 7507 (*see* Petition, Ex. D).

Petitioner also requests an award of attorneys’ fees in the amount of \$750 for the legal services necessary for the confirmation of the arbitrators award. This Court finds that \$750 is reasonable for the expense incurred in commencing and prosecuting the instant proceeding (*D & W Cent. Sta. Fire Alarm Co., Inc. v Fulton Group, Inc.*, 55 Misc 3d 132[A], 2017 NY Slip Op

Index No.: CV-011380-20/QU

50425[U]\*1 [App Term 2d Dept 2017]; *Longo v Key Appraisals, Inc.*, 55 Misc 3d 128[A], 2017 NY Slip Op 50366[U] \*1 [App Term 2d Dept 2017]).


Accordingly, it is

**ORDERED** that Petitioner's motion to confirm the arbitration award is granted on default;  
*and it is further*

**ORDERED** that the Clerk shall enter judgment in favor of Petitioner against Respondent in the amount of \$2,213.41 with interest from June 3, 2020, plus attorneys' fees in the amount of \$750.00.

This constitutes the Decision and Order of the Court.

Dated: November 23, 2021  
Queens County Civil Court



---

Honorable Li, J.C.C.

**HON. WENDY C. LI**