



its registered agent Nanik S. Bhagia at 3126 Latrobe Lane, Katy, Texas 77450.

5. Defendant Nanik S. Bhagia, is a Texas citizen residing in Fort Bend County, Texas, and may be served with process at 3126 Latrobe Lane, Katy, Texas 77450.

### III.

#### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over this action because the amount in controversy is within jurisdictional limits of this Court.

7. This Court has jurisdiction over Defendants as all Defendants reside in Texas, are organized under the laws of Texas, maintain their principal office in Texas, and/or do business in Texas as the term “doing business” is understood in Texas law. This Court further has jurisdiction over this suit to remove clouds from title and to quiet title pursuant to Article V, Section 8 of the Texas Constitution and Section 27.031(b)(4) of the Texas Government Code.

8. Venue is proper in Harris County, Texas, pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code as all or a substantial portion of the events giving rise to the claims occurred in Harris County, Texas, and the property that is the subject of the suit is located in Harris County, Texas.

### IV.

#### **FACTUAL BACKGROUND**

9. On or about January 30, 2017, 12 Oaks-Texas, LLC closed on a loan to purchase the property described as, Lot 8, Block 1, Twelve Oaks, Section One, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 488026, Map Records, Harris County, Texas (“Property”).

10. The lender was Plaintiff Stallion Texas Real Estate Fund, LLC. A Deed of Trust and

Security Agreement in favor of Plaintiff was filed of record in the Official Public Records of Harris County, Texas on February 1, 2017 (RP-2017-45386).

11. There was a pending lawsuit under Cause No. 2016-27249 in Harris County, Texas (“Prior Lawsuit”). The Prior Lawsuit was unrelated to the Parties or the Property herein.

12. A default judgment was signed in the Prior Lawsuit in favor of SBS/Bison Building, LLC, d/b/a/ Bison, A Stock Building Supply Company (“Judgment Creditor”), against Pinnacle Dream Homes, Inc., Derek Andersen, individually, and Wayne Andersen, individually on March 27, 2017. Plaintiff was not as party to that Prior Lawsuit, nor was the Property, their collateral herein, at issue. No Defendants in the Prior Lawsuit owned the Property.

13. The Judgment Creditor in the unrelated Prior Lawsuit, pursuant to a Writ of Execution naming the parties thereto, Pinnacle Dream Homes, Inc., Derek Andersen, individually, and Wayne Andersen, individually, erroneously caused Plaintiff’s completely unrelated Property to be wrongfully sold by the sheriff under Writ of Execution on August 1, 2017.

14. The purchaser was Defendant Saihat Corporation, who wrongfully received a purported interest in the Property by Deed Under Execution dated August 1, 2017, and filed of record in the Official Public Records of Harris County, Texas on September 5, 2017 (RP-2017-393715). Further, Saihat failed to pay adequate consideration for such wrongful conveyance, purporting to acquire the collateral worth hundreds of thousands of dollars for \$1,034.77.

15. On December 5, 2017, Plaintiff properly foreclosed on its 1<sup>st</sup> lien and received title to its collateral, the Property, pursuant to a Substitute Trustee’s Deed. The Substitute Trustee’s Deed is dated December 5, 2017 and was filed of record in the Official Public Records of Harris County Texas on January 2, 2018 (RP-2018-900). Plaintiff has had all right, title, interest, and right to possession since then.

16. On March 4, 2018, Nanik Bhagia, President of Saihat Corporation, executed a Warranty Deed with Vendor's Lien of behalf of Saihat Corporation, conveying the Property to Dara Investments Inc., a corporation that is believed to also be under the control of Nanik Bhagia. The Warranty Deed was recorded on February 4, 2019 in the Official Public Records of Harris County, Texas (RP-2019-45644).

17. These actions have wrongfully clouded the title to Plaintiff's collateral and Property, Plaintiff seeks Judgment quieting title, and damages that are within the jurisdictional limits of this Court. Plaintiff learned of Defendants' wrongful cloud on title upon attempted sale of the collateral for \$440,000.00, which sale was lost due to the Defendants' wrongful claims as to title. Plaintiff has paid taxes, contractors, and incurred other costs of ownership of the Property, and maintained open and notorious possession of the Property as well as having a valid prior Deed of Trust encumbering the Property. Such interference with Closing constitutes tortious interference with Plaintiff's Contract for Sale.

**V.**

**RULE 47(c) STATEMENT**

18. Plaintiff seeks monetary relief in excess of \$200,000 or less and non-monetary relief.

**VI.**

**CAUSES OF ACTION**

**TRESPASS TO TRY TITLE/QUIET TITLE/CONVERSION/TORTIOUS INTERFERENCE/DECLARATORY JUDGMENT**

19. Plaintiff re-alleges and by reference incorporates all allegations in the preceding paragraphs.

20. Plaintiff holds superior title to the Property through Substitute Trustee's Deed dated

December 5, 2017 and filed of record in the Official Public Records of Harris County Texas on January 2, 2018 (RP-2018-900) pursuant to a foreclosure of its 1<sup>st</sup> lien on the Property. Further, Plaintiff's Deed of Trust and Security Agreement was properly and timely filed of record in Harris County, Texas prior to the wrongful Sheriff's sale, and all Defendants were on notice and took subject to that Deed of Trust as a matter of law. All such Defendants' interests were properly foreclosed upon by Substitute Trustee's sale in favor of Plaintiff.

21. The Sheriff's sale under which Defendant Saihat Corporation received a purported interest in the Property was wrongfully executed. The previous title Holder and Grantor under Plaintiff's Deed of Trust, 12 Oaks-Texas, LLC, was not a party to the Prior Lawsuit, or any Writ of Execution filed by the Judgment Creditor therein. 12 Oaks-Texas, LLC was not a Defendant listed on the Deed Under Execution. The Judgment, Writ of Execution, and Sheriff had no right to foreclose or otherwise affect or convey title to the Property. Therefore, no right, title, or interest to the Property owned by 12 Oaks-Texas, LLC could have been conveyed under the Deed Under Execution dated August 1, 2017, and filed of record in the Official Public Records of Harris County, Texas on September 5, 2017 (RP-2017-393715). The Deed Under Execution specifically states Defendant Saihat Corporation received only that right, title, and interest owned by the Defendants, defined as Pinnacle Dream Homes, Inc., Derek Andersen, individually, who held no interest in the Property.

22. As Saihat Corporation could not have received an interest in the Property pursuant to the aforementioned void Deed Under Execution, no interest in the Property could have been subsequently conveyed to Dara Investments Inc. Additionally, neither Saihat Corporation or Dara Investments Inc. could be bona fide purchasers of the Property as both had at least constructive notice of Plaintiff's superior lien. It is hornbook law that every purchaser or grantee

of an interest in land is charged with constructive knowledge of all facts appearing in the chain of title through which he claims that would place a reasonably prudent person on inquiry as to the rights of other parties in the property conveyed. Texas Property Code § 13.002, See *Noble Mortgage & Investments, LLC v. D&M Vision Investments*, 340 S.W.3d 65 (Tex. App.—Houston [1st Dist.] 2011, no pet.) (“Recorded instruments in a grantee’s chain of title generally establish an irrebuttable presumption of notice”); See *American Homeowner Pres. Fund, LP v. Pirkle*, 475 S.W.3d 507 (Tex. App—Fort Worth 2015, pet. Denied) (“The expectation that parties exercise diligence and vigilance in their own affairs is a deeply rooted principle of equity. This fundamental notion of equity would be violated by permitting a subsequent purchaser to ignore the deed records that would put him on notice of the purported extinguishment of the property rights he seeks to acquire . . .”). This includes Plaintiff’s Deed of Trust and Security Agreement and Substitute Trustee Deed, both of which were properly filed of record in Harris County, Texas.

23. A sheriff’s sale only conveys the right, title, and interest that the judgment debtor had in the property. TEX. CIV. PRAC. & REM. CODE ANN. § 34.045(a). A sheriff’s deed is in the nature of a quitclaim deed because it contains no warranty of title and conveys only whatever interest the judgment debtor had in the property. See *Rogers v. Ricane Enters., Inc.*, 884 S.W.2d 763, 769 (Tex.1994). “The authority of the sheriff to pass ... title at a sale under foreclosure by decree of court rests upon the decree and the order of sale.” *Rhodes*, 327 S.W.2d at 703 (quoting *Mills*, 48 S.W.2d at 942). If the trial court’s judgment and order of sale do not authorize a particular sale, such as the one the sheriff attempted here, title does not pass. See *Rhodes*, 327 S.W.2d at 702. A sheriff’s deed is inoperative without proof of the sheriff’s power to sell, *Sledge v. Craven*, 254 S.W.2d 888 (Tex. Civ. App.—Galveston 1953, no writ), citing *Wofford v. McKinna*, 23 Tex. 36,

1859 WL 6244 (1859); *Apex Fin. Corp. v. Garza*, 155 S.W.3d 230, 236 (Tex. App. 2004); *See Volunteer Council of Denton State School, Inc. v. Berry*, 795 S.W.2d 230 (Tex. App.—Dallas 1990, writ denied). Thus, a sheriff's or constable's deed, in absence of proof of his power to sell, must be treated as a nullity. *See Stark v. Stefka*, 491 S.W.2d 757, 759 (Tex. Civ. App.—Austin 1973, no writ). A vendee of a purchaser at an execution sale acquires only such title as the vendor, the execution purchaser, obtained by such purchase. *McLean v. Stith*, 50 Tex. Civ. App. 323, 112 S.W. 355 (1908), writ refused. Where such a purchase is made at a time when the judgment is subject to being reversed or set aside, the vendee assumes the risk that the vendee's title will be defeated if the judgment is reversed or set aside. *Id.* This is true even though the vendee has no actual knowledge of the status of the record because the law charges the vendee with notice of the record. *Id.* If the execution sale was void, a vendee from the purchaser at the sale obtains no title. *Flanniken v. Neal*, 67 Tex. 629, 4 S.W. 212 (1887); *Bidwell v. Taylor*, 224 S.W. 941 (Tex. Civ. App.—San Antonio 1920).

24. Plaintiff is entitled to relief under Rule 783 of the Texas Rules of Civil Procedure and otherwise at law and equity. The property at issue is located in Harris County, Texas and more particularly described as follows:

Lot 8, Block 1, Twelve Oaks, Section One, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 488026, Map Records, Harris County, Texas.

25. Plaintiff claims a fee simple interest in and to the Property. Plaintiff has superior title to the entire mineral and surface estate in the Property and Plaintiff requests that the Court restore possession of the surface and mineral estate to Plaintiff as Plaintiff is entitled to possession at all relevant times, and Defendants have unlawfully dispossessed Plaintiff of said possession.

26. A seizure under execution of property of one other than the judgment debtor amounts to a

conversion for which the owner of the property may recover damages. *Allen v. Tyson-Jones Buggy Co.*, 40 S.W. 740 (Tex. Civ. App. 1897). Plaintiff further seeks declaratory judgment pursuant to § 37.001 *et. seq.*, TEX. CIV. PRAC. & REM. CODE, that it maintains superior title; that Defendants' conveyances are void; and that it has superior right to possession, and for attorney's fees and other relief available therein.

## **VII.** **INJUNCTIVE RELIEF**

27. Plaintiff re-alleges and by reference incorporates all allegations in the preceding paragraphs.

28. Pleading additionally, Plaintiff requests a Temporary Restraining Order to preserve the status quo and enjoin Defendant Dara Investments Inc. from any further conveyances of the Property.

29. Plaintiff requests a Temporary Injunction to prevent Defendant Dara Investments Inc. from any further conveyances of the Property until such matters are resolved in these proceedings so to prevent any further cloud on the title to the Property.

30. Plaintiff's application for a temporary injunction and Temporary Restraining Order is authorized by Civil Practice and Remedies Code Section 65.001 (1), (2) (3) (4) and (5) and the principles of equity. To warrant relief, Plaintiff needs only show a probable right to permanent relief and a probable injury while the action is pending unless the injunction is issued. *See Rugen v. Interactive Business Systems*, 864 S.W.2d 548, 551 (Tex. App.—Dallas 1993, no writ) (*citing Sun Oil Co. v. Whitaker*, 424 S.W.2d 216, 218 (Tex. 1968)). As set forth herein, and supported by affidavits and evidence presented hereon, Plaintiff meets this standard and those set forth below, and are entitled to injunctive relief including a Temporary Restraining Order,



Temporary Injunction, and Permanent Injunction.

31. Plaintiff will imminently suffer irreparable injury should the requested relief not be granted, as set forth herein. Irreparable injury is an injury that cannot be compensated in damages or an injury that results in damages that cannot be measured by any pecuniary standard. *See Assoc. Gen. Contract. v. City of El Paso*, 932 S.W.2d 124, 126 (Tex. App.—El Paso 1996, no writ); *Canteen Corp. v. Republic of Texas Properties, Inc.*, 773 S.W.2d 398, 401 (Tex. App.—Dallas 1989, no writ); *Liberty Mut Ins. Co. v. Mustang Tractor & Equip. Co.*, 812 S.W.2d 663, 666 (Tex. App.—Houston [14th Dist.] 1991, no writ); *Pipkin v. JVM Oper., L.C.*, 197 B. R. 47, 55 (E.D.Tex. 1996) (holding irreparable injury where economic rights are difficult to calculate); *Cho v. Itco, Inc.*, 782 F. Supp. 1183, 1185 (E.D.Tex. 1991) (finding threat of losing a customer may constitute irreparable harm). A remedy at law is not adequate unless it gives the injured party complete, final, and equal relief. *See Henderson*, 822 S.W.2d at 773. If damages cannot be calculated for the harm complained of, or if the Defendant will be unable to pay damages, there is no adequate remedy at law. *See Texas Indus. Gas v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 533 (Tex. App.—Houston [1st Dist.] 1992, no writ). To warrant a temporary injunction, the applicant need only show a probable right to permanent relief and a probable injury while the action is pending unless the injunction is issued. *See Rugen v. Interactive Business Systems*, 864 S.W.2d 548, 551 (Tex. App.—Dallas 1993, no writ) (citing *Sun Oil Co. v. Whitaker*, 424 S.W.2d 216, 218 (Tex. 1968); *Pipkin v. JVM Oper., L.C.*, *supra*).

32. Where an injunction based upon statutes such as in this case, which authorize the issuance of injunction, a showing of irreparable harm is not required. *See e.g. Butmaru v. Ford Motor Company*, 84 S.W.3d 198, 202 (Tex. 2002); *South Central Bell Tel. Co. v. Louisiana Pub. Serv. Comm'n*, 744 F.2d 1107, 1120 (5<sup>th</sup> Cir. 1984). The Court may also consider that the

threatened injury to the Plaintiff outweighs any harm that may result from the injunction to the non-movant. *See e.g. Butnaru, supra.*

33. The trial court has broad discretion to determine whether to issue a temporary mandatory injunction, and the appellate court may reverse the decision only if the court clearly abused its discretion. *RP&R, Inc. v. Territo*, 32 S.W.3d 396 (Tex. App.—Houston [14th Dist.] 2000). Plaintiff is ready, willing and able to post a bond to secure its requested injunctive relief; however, Plaintiff would argue that no such bond would be proper as there is no prejudice to Defendants in any manner arising from the requested relief. The bond amount is within the discretion of the Court, and may properly be set at zero. *Kaepa, Inc. v. Achilles Corp.*, 76 F.3d 624, 628 (5<sup>th</sup> Cir. 1996). In the alternative, Plaintiff would request that the bond be de minimus as there is no harm to Defendants by requiring them to comply with basic legal and equitable obligations without such bond.

34. Plaintiff seeks injunctive relief prohibiting Defendants from any further conveyances of its Property, or from entering onto the premises or altering, modifying, or taking any other action to impair Plaintiff's Property.

### VIII.

#### **CONDITIONS PRECEDENT AND DAMAGES**

35. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred. As a result of Defendants' aforementioned actions, Plaintiff has suffered damages in excess of the minimum jurisdictional limits of this Court.

### IX.

#### **DEMAND FOR TRIAL BY JURY**

36. Plaintiff hereby demands a trial by jury on all issues so triable.

**X.**

**REQUEST FOR DISCLOSURE**

37. Plaintiff requests that Defendants disclose the material in Rule 194 of the Texas Rules of Civil Procedure within fifty (50) days of receipt of this Original Petition and Request for Disclosure.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Court enter judgment in its favor and against Defendants and that Defendants have judgment of and against them for the following relief:

1. All actual and consequential damages of Plaintiffs proven and supported by the Pleadings;
2. Judgment removing Defendants' cloud on title and quieting title that Plaintiff has superior title to the entire fee simple estate of the Property, and is entitled to full and exclusive possession thereof;
3. Judgment that the Deed Under Execution to Defendants, and their subsequent conveyances, are void and must be delivered and canceled;
4. Enter an Order Permanently enjoining Defendants, and all persons claiming under them, from asserting any claim under the wrongful conveyances.
5. Issue a Temporary Restraining Order and Temporary Injunction preventing any further conveyance of the Property by Defendant Dara Investments Inc. and as otherwise set forth herein;
6. Prejudgment and post judgment interest as provided by law;
7. Declaratory Judgment as set forth herein;
8. Attorney's fees as set forth herein;
9. Costs of suit;
10. Such other and further relief at law or in equity to which Plaintiff may be justly entitled.

Respectfully submitted,

**THE RAMEY LEGAL GROUP, PLLC**



ESig: \_\_\_\_\_

Christopher B. Ramey

SBN: 00791480

215 S. 4th Street,

Wallis, Texas 77485

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accepted nor is it effective notice or service  
under the Rules\*\***

**COUNSEL FOR PLAINTIFF**

**STALLION TEXAS REAL ESTATE FUND, LLC**

SUIT NO. 2019-88440

STALLION REAL ESTATE FUND, L.L.C.     §           IN THE DISTRICT COURT  
  §  
VS.   §           OF HARRIS COUNTY, TEXAS  
  §  
SAIHAT CORPORATION, ET AL.           §           269<sup>TH</sup> JUDICIAL DISTRICT

**DEFENDANT'S MOTION TO ABATE CASE FOR  
FAILURE TO JOIN NECESSARY PARTIES**

Defendants Saihat Corporation, Dara Investments, L.L.C. and Nanik Bhagia files this Motion to Abate Case for Failure to Join Necessary Parties.

1. This case should be abated because Plaintiff has failed to name a necessary party as a Defendant.
2. In this case, Plaintiff seeks to set aside a Constable's Sale which was held by the Harris County Constable pursuant to a writ of execution issued in case styled *SBS/Bison Building Materials, L.L.C. v. Pinnacle Dream Home, Inc., et al.*, Case No. 2016-27249. The writ of execution was issued at the request of the judgment creditor in that case in the enforcement of a judgment.
3. Pursuant to the writ of execution, the Harris County Constable sold a certain tract of real property which was represented to be owned by the Judgment Debtor.
4. Presumably, the proceeds of the sale paid the costs of the sale and the balance was paid to SBS/Bison Building Materials, L.L.C. who was the Judgment Creditor.
5. If the Constable's Sale is void as claimed by Plaintiff then the Constable's Deed would be canceled and the sales price paid by Saihat would be returned. SBS/Bison Building Materials, L.L.C., the Judgment Creditor, and the recipient of a portion of the sales proceeds is a necessary party to an action to set aside the sale.
6. This case should be abated until Plaintiff joins SBS/Bison Building Materials, L.L.C. as a party to this action.

WHEREFORE, The Saihat Corporation requests that it receive all requested relief and any other relief to which it may be entitled.

Respectfully submitted,

By: /s/ Jerry L. Schutza  
Jerry L. Schutza  
State Bar No. 17853800  
815 Walker Street, Suite 1453  
Houston, Texas 77002  
(713) 963-9988  
schutzalaw@yahoo.com

**ATTORNEY FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument was sent to opposing counsel and all parties of interest as indicated below on March 2, 2020.

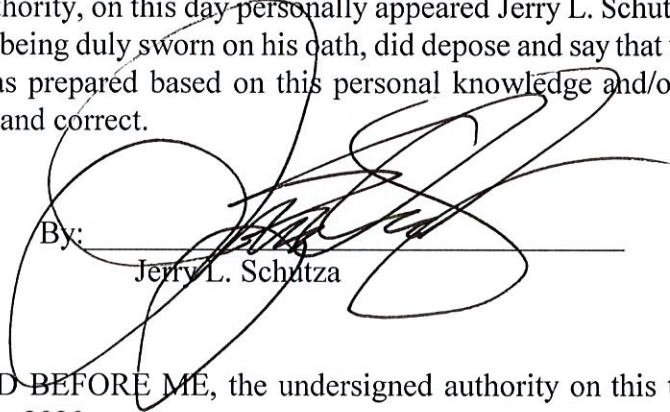
Christopher B. Ramey

/s/ Jerry L. Schutza  
Jerry L. Schutza

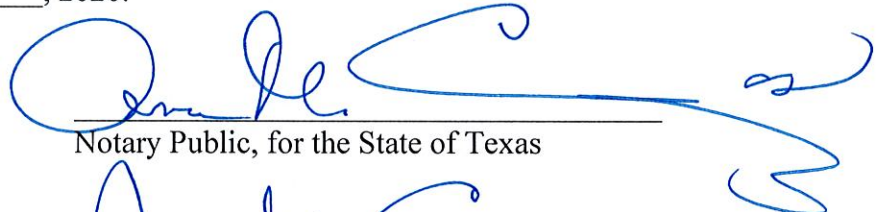
VERIFICATION

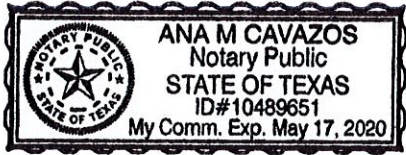
THE STATE OF TEXAS    §  
                                  §  
COUNTER OF HARRIS    §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry L. Schutz, attorney for Defendants herein, who, after being duly sworn on his oath, did depose and say that the information contained in the attached was prepared based on this personal knowledge and/or a review of relevant documents, and is true and correct.

By:   
Jerry L. Schutz

2nd SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority on this the March day of March, 2020.

  
Notary Public, for the State of Texas  
Ana M. Cavazos  
Printed Name of Notary



CAUSE NO. 2019-88440

STALLION TEXAS REAL ESTATE  
FUND, LLC

*Plaintiff,*

vs.

SAIHAT CORPORATION,  
DARA INVESTMENTS INC., and  
NANIK S. BHAGIA

*Defendants.*

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IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

269th JUDICIAL DISTRICT

**PLAINTIFF’S RESPONSE TO DEFENDANTS’  
MOTION TO ABATE FOR FAILURE TO JOIN NECESSARY PARTIES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Stallion Texas Real Estate Fund, LLC (“Plaintiff”) and files its response to Defendants’ Motion to Abate Case for Failure to Join Necessary Parties, and respectfully shows unto the Court the following:

1. Plaintiff has not failed to join any necessary parties in this matter; therefore, this case should not be abated. Defendants purport to hold title to Plaintiff’s Collateral/Property through a wrongful sheriff’s deed dated August 1, 2017 and subsequent conveyances that have clouded the title to Plaintiff’s Collateral/Property described as, Lot 8, Block 1, Twelve Oaks, Section One, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 488026, Map Records, Harris County, Texas (“Property” or “Collateral”).

2. On December 5, 2017, Plaintiff properly foreclosed on its 1st lien and received title to the Collateral pursuant to a Substitute Trustee’s Deed. The Substitute Trustee’s Deed is dated December 5, 2017 and was filed of record in the Official Public Records of Harris County Texas on January 2, 2018 (RP-2018-900).

3. Defendants claim that SBS/Bison Building, LLC, d/b/a/ Bison, A Stock Building Supply Company (“SBS”), a Judgment Creditor that never held any interest in and to the Property, is a



necessary party allegedly requiring abatement, because SBS supposedly received \$1,034.77 from Defendant Saihat Corporation at the wrongful sheriff's sale of Plaintiff's Collateral. Defendant mistakenly claims that such money would need to be returned if the sale is cancelled. A sheriff's sale only conveys the right, title, and interest that the judgment debtor had in the property. TEX. CIV. PRAC. & REM. CODE ANN. § 34.045(a). A sheriff's deed is in the nature of a quitclaim deed because it contains no warranty of title and conveys only whatever interest the judgment debtor had in the property. *See Rogers v. Ricane Enters., Inc.*, 884 S.W.2d 763, 769 (Tex.1994). The Judgment Debtor owned no interest in Plaintiff's Collateral/Property, the Judgment creditor never had any claim to the Property, and the Property at issue was not related in any way to that lawsuit or Judgment. As there is no warranty of title in a conveyance pursuant to a Sheriff's deed, SBS would not be required to pay any sale proceeds back to Defendant Saihat Corporation as a result of the sale being cancelled. Further, if such repayment was required, that would be a matter between SBS and Saihat and totally unrelated to quieting title in the property.

4. SBS is not a necessary party to any of Plaintiff's causes of action against Defendants for Trespass to Try Title/Quite Title, Conversion, Tortious Interference, or Declaratory Judgment. Defendants fail to cite any case law or statutory authority and provide no evidence that would tend to prove SBS is a necessary party creating the need for abatement. Plaintiff's Collateral/Property is worth hundreds of thousands of dollars and due to Defendant's wrongful cloud on title, Plaintiff is unable to sell the Property and is accruing additional costs of ownership including, payment of property taxes insurance, and contractors.

5. Plaintiff filed its Traditional Motion for Summary Judgment on February 14, 2020 and set the Motion for a hearing by submission on March 9, 2020. Defendants have failed to timely respond to Plaintiff's Motion for Summary Judgment and have instead filed a Motion to Abate in bad faith, solely in order to delay judgment.

6. This case is extremely simple, and the Real Property Records of Harris County, Texas, are dispositive on their face under Texas law. No party to the Sherriff's sale had any right whatsoever in the Property. The sale and deed are void on their face. Defendant allegedly paid \$1,034.77, purporting to acquire a property worth hundreds of thousands of dollars, and is attempting to delay, cloud title, and further damage the sole rightful owners. Plaintiff is suffering damages in excess of that sum every week.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff respectfully request that Defendants' Motion to Abate for Failure to Join Necessary Parties be denied, and for such other and further relief, both general and special, at law and in equity, to which Plaintiff may show itself to be justly entitled.

Respectfully submitted,

**THE RAMEY LEGAL GROUP, PLLC**

ESig: 

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**[NOTICE@RAMEYLEGAL.COM](mailto:NOTICE@RAMEYLEGAL.COM) is not accepted nor is it effective notice or service under the Rules\*\***

**COUNSEL FOR PLAINTIFF  
STALLION TEXAS REAL ESTATE FUND, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above document was served to all parties of record, including the below listed counsel, on March 4, 2020, in accord with the Texas Rules of Civil Procedure.

Jerry L. Schutza  
815 Walker Street, Suite 1453  
Houston, Texas 77002  
schutzalaw@yahoo.com



---

Christopher Ramey

CAUSE NO. 2019-88440

STALLION TEXAS REAL ESTATE  
FUND, LLC

*Plaintiff,*

vs.

SAIHAT CORPORATION,  
DARA INVESTMENTS INC., and  
NANIK S. BHAGIA

*Defendants.*

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IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

269th JUDICIAL DISTRICT

**NOTICE OF NONSUIT WITHOUT PREJUDICE**

COMES NOW, STALLION TEXAS REAL ESTATE FUND, LLC, hereinafter referred to as Plaintiff, and pursuant to Texas Rule of Civil Procedure 162 files this Notice of Nonsuit Without Prejudice as to Defendants Saihat Corporation, Dara Investments, Inc. and Nanik S. Bhagia.

The Plaintiff requests that the Nonsuit of Defendants be effective immediately on the filing of this Notice and be entered into the minutes of the Court.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff hereby requests that the Court dismiss all its claims against Defendants Saihat Corporation, Dara Investments, Inc. and Nanik S. Bhagia without prejudice to refile of same, and that all parties bear their own costs.

Respectfully submitted,

**THE RB LEGAL GROUP, PLLC**



---

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nor is it effective notice or service under the Rules\*\*

**ATTORNEY FOR PLAINTIFF**

**STALLION TEXAS REAL ESTATE FUND,  
LLC**

### **CERTIFICATE OF SERVICE**

I hereby certify that on March 24, 2021, a true and correct copy of the foregoing instrument was forwarded via electronic mail to the following parties in accordance with the Texas Rules of Civil Procedure.

Jerry L. Schutza  
815 Walker Street, Suite 1453  
Houston, Texas 77002  
[schutzalaw@yahoo.com](mailto:schutzalaw@yahoo.com)



---

Christopher B. Ramey

CAUSE NO. 2019-88440

STALLION TEXAS REAL ESTATE FUND, LLC	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
vs.	§	
	§	
SAIHAT CORPORATION, DARA INVESTMENTS INC., and NANIK S. BHAGIA	§	OF HARRIS COUNTY, TEXAS
<i>Defendants.</i>	§	
	§	269th JUDICIAL DISTRICT

**NOTICE OF NONSUIT WITHOUT PREJUDICE**

COMES NOW, STALLION TEXAS REAL ESTATE FUND, LLC, hereinafter referred to as Plaintiff, and pursuant to Texas Rule of Civil Procedure 162 files this Notice of Nonsuit Without Prejudice as to Defendants Saihat Corporation, Dara Investments, Inc. and Nanik S. Bhagia.

The Plaintiff requests that the Nonsuit of Defendants be effective immediately on the filing of this Notice and be entered into the minutes of the Court.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff hereby requests that the Court dismiss all its claims against Defendants Saihat Corporation, Dara Investments, Inc. and Nanik S. Bhagia without prejudice to refiling of same, and that all parties bear their own costs.

Respectfully submitted,

**THE RB LEGAL GROUP, PLLC**



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Christopher B. Ramey  
SBN: 00791480  
215 S. 4th Street,  
Wallis, Texas 77485  
5150 Hardy Street  
Houston, Texas 77009

713/974-1333 – Telephone  
713/974-5333 – Facsimile  
[Ramey@RBLegalGroup.com](mailto:Ramey@RBLegalGroup.com)  
[Notice@RBLEGALGROUP.com](mailto:Notice@RBLEGALGROUP.com)  
**\*\*E-SERVICE WITHOUT COPYING  
[NOTICE@RBLEGALGROUP.COM](mailto:NOTICE@RBLEGALGROUP.COM) is not accepted  
nor is it effective notice or service under the Rules\*\***

**ATTORNEY FOR PLAINTIFF  
STALLION TEXAS REAL ESTATE FUND,  
LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on March 24, 2021, a true and correct copy of the foregoing instrument was forwarded via electronic mail to the following parties in accordance with the Texas Rules of Civil Procedure.

Jerry L. Schutza  
815 Walker Street, Suite 1453  
Houston, Texas 77002  
[schutzalaw@yahoo.com](mailto:schutzalaw@yahoo.com)



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Christopher B. Ramey

**DEED WITHOUT WARRANTY**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** \_\_\_\_\_

**Grantor:** SAIHAT CORPORATION and DARA INVESTMENTS, INC.

**Grantor's Mailing Address:** c/o Jerry L. Schutza  
815 Walker Street, Suite 1453  
Houston, Texas 77002

**Grantee:** STALLION TEXAS REAL ESTATE FUND, L.L.C.

**Grantee's Mailing Address:** 10119 Lake Creek Pkwy. Ste. 202  
Austin, TX 78729

**Consideration:** Good and valuable consideration

**Property (including any improvements):**  
SEE EXHIBIT A (the "PROPERTY")

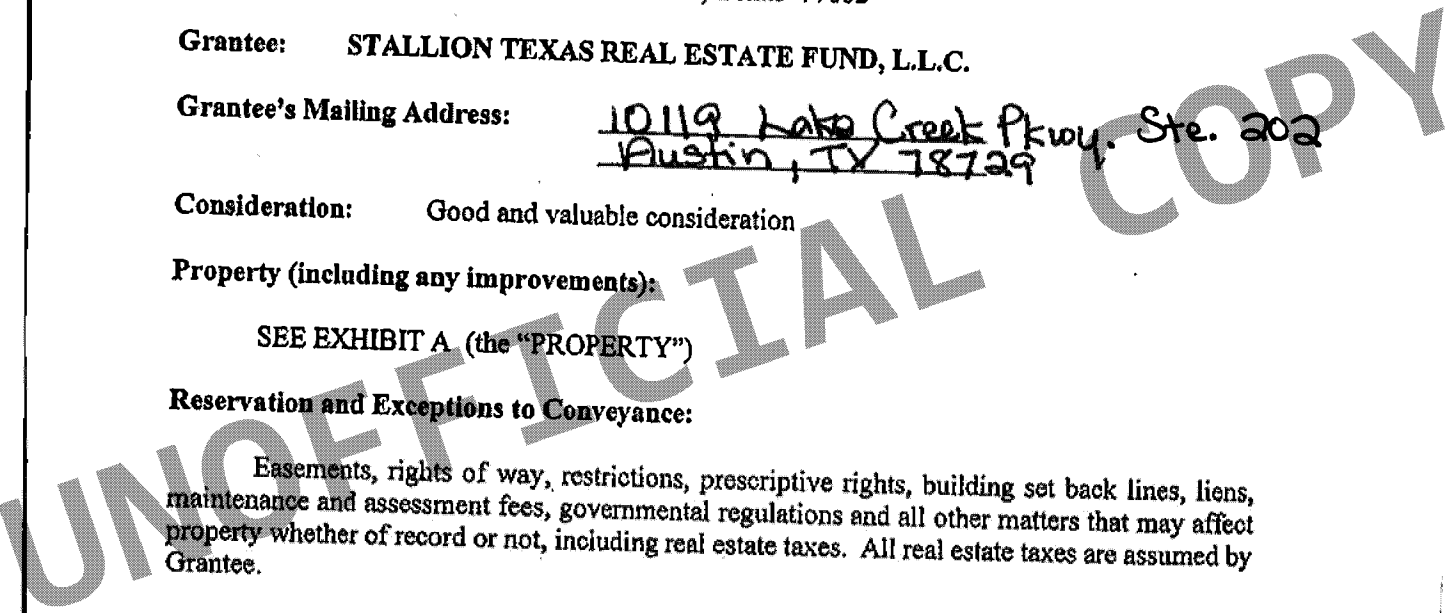
**Reservation and Exceptions to Conveyance:**

Easements, rights of way, restrictions, prescriptive rights, building set back lines, liens, maintenance and assessment fees, governmental regulations and all other matters that may affect property whether of record or not, including real estate taxes. All real estate taxes are assumed by Grantee.

**Conveyance:**

Grantors, for the consideration and subject to the Reservations and Exceptions to Conveyance, grant, sell, and convey to Grantee the Property, together with all buildings, structures, and improvements owned by Grantors situated on the Property and all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All taxes and assessments shall be payable by Grantee.

RP-2020-286056





GRANTORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS ACCEPTED BY GRANTEE IN ITS PRESENT, AS IS, WHERE IS, CONDITION, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED.

When the context requires, singular nouns, and pronouns include the plural.

SIGNED on June 11<sup>th</sup>, 2020.

GRANTOR:

SAIHAT CORPORATION

By: Nanik Bhagia  
Nanik Bhagia, President

DARA INVESTMENTS, INC.

By: Nanik Bhagia  
Nanik Bhagia, President

THE STATE OF TEXAS

COUNTY OF ~~HARRIS~~

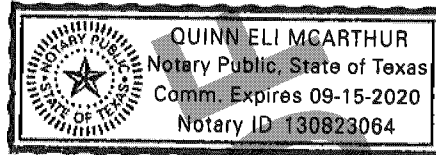
Fort Bend

§  
§  
§  
QEM  
RB

This instrument was acknowledged before me on June 11<sup>th</sup>, 2020,  
by Nanik Bhagia, as President of Saihat Corporation and Dara Investments, Inc.

Quinn Eli McArthur  
Notary Public, for the State of Texas

After Recording, Return to:



RP-2020-286056

**EXHIBIT A**

Lot 8, Block 1, Twelve Oaks, Section One, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 488026, Map Records, Harris County, Texas.

UNOFFICIAL COPY

RP-2020-286056

RP-2020-286056  
# Pages 4  
07/01/2020 08:15 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$26.00

UNOFFICIAL COPY

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-286056