



PSC 230267

RETAINED REALTY, INC.

v.

CHRISTOPHER A. SELKE ET AL.

ORDER ON PETITION FOR CERTIFICATION TO APPEAL

The defendant's petition for certification to appeal from the Appellate Court, AC 47040, is dismissed.

Christopher Selke, self-represented, in support of the petition.
Taryn D. Martin, in opposition.

Decided January 30, 2024

By the Court,

/s/
Luke Matyi
Assistant Clerk - Appellate

Notice Sent: January 30, 2024
Petition Filed: January 4, 2024
Clerk, Superior Court, FSTCV226055467S
Hon. Robert L. Genuario
Clerk, Appellate Court
Reporter of Judicial Decisions
Staff Attorneys' Office
Counsel of Record

DOCKET NO: FSTCV226055467S

ORDER 431197

RETAINED REALTY, INC.

v.

SELKE, CHRISTOPHER ALAN, AKA
CHRISTOPHER A. SELKE Et Al

SUPERIOR COURT

JUDICIAL DISTRICT OF STAMFORD
AT STAMFORD

10/11/2023

ORDER

ORDER REGARDING:

09/13/2023 142.00 MOTION FOR JUDGMENT-STRIC FORECLOSURE

The foregoing, having been heard by the Court, is hereby:

ORDER: GRANTED

Notice of Judgment of Foreclosure by Sale

Property Address: 1 BROAD ST., Unit 27F, STAMFORD, CT 06901

As of 10/11/2023 - The Court orders the first and second Mortgagee deposit be waived. Bids may be submitted electronically.

Judgment of Foreclosure by Sale is hereby entered as follows:

Debt: \$373,833.69

Attorney Fees: \$14,000.00

Total: \$387,833.69

Appraisal Fee: \$350.00

Title Search Fee: \$200.00

Fair Market Value: \$815,000.00

The Sale Date is: Saturday, January 20, 2024

Terms of the Sale: 12:00 noon on the premises.

Deposit Amount: \$81,500.00 Deposit to be paid by bank or certified check only.

Committee Appointed: CHARLES BUSEK, P.O BOX 759, P. O. BOX 759, NORWALK, CT 06852

Ordered in accordance with the Statewide Standing Orders (JD-CV-79) and Uniform Procedures for Foreclosure by Sale Matters (JD-CV-81).

Independent Appraiser: Louis Buccini, Style Appraisal Services, P.O. Box 120611, East Haven, CT 06512

Return of Appraisal by: Wednesday, January 10, 2024

Deposit not required if Plaintiff is the successful bidder. The Plaintiff may submit a bid via fax.

No fees or expenses prior to: Wednesday, December 06, 2023

Ad to be posted on Judicial Website.

Plaintiff's Atty: MARTIN LEGAL PLLC, 58 EAST MAIN STREET, PLAINVILLE, CT 06062

Judicial Notice (JDNO) was sent regarding this order.

431197

Judge: ROBERT LOUIS GENUARIO
Processed by: Luke Cardamone

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.

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DOCKET NO: FSTCV226055467S

ORDER 431197

RETAINED REALTY, INC.

V.

SELKE, CHRISTOPHER ALAN, AKA
CHRISTOPHER A. SELKE Et Al

SUPERIOR COURT

JUDICIAL DISTRICT OF STAMFORD
AT STAMFORD

12/19/2023

ORDER

ORDER REGARDING:

11/09/2023 152.00 MOTION FOR TERMINATION OF STAY OF EXECUTION

No Counsel Present. No Parties Present.

The foregoing, having been considered by the Court, is hereby:

ORDER: GRANTED

This action to foreclose a mortgage was begun by process returnable to this court on March 1, 2022. The plaintiff moved for Summary Judgment as to liability which was granted on August 21, 2023. The plaintiff in support of its Motion submitted affidavits and exhibits which established a *prima facie* case. It established that the defendant borrowed money from the plaintiff's predecessor and that the plaintiff signed a note promising to repay the borrowed sums according to certain terms and signed a mortgage pursuant to which he conveyed the subject property as security for that promise. The plaintiff's documentation established that it was the holder of the note and the assignee of the mortgage; that the defendant had failed to repay the note in accordance with its terms and that the plaintiff had complied with the necessary conditions precedent by sending notice to the defendant of his default as required by the mortgage and C.G.S. section 8-2 E65ee and 8-265dd (EMAP). The defendant filed no affidavits or exhibits challenging the factual assertions contained in the plaintiff's affidavits and exhibits but did file an objection to the Motion for Summary Judgment in which he requested "I request the Court to order all mortgages, Credit Card and Consumer Banking Debt in the United States to be ruled unconstitutional and the debt to be discharged for all Americans." The court granted Judgment of foreclosure by sale on October 11, 2023 and at the request of the defendant scheduled the sale for more than three months later on January 20, 2023, so the defendant could have some time to bring about a private sale. The defendant has filed an appeal of the court's decision prompting the plaintiff to file this motion to terminate the appellate stay. Practice Book section 61-11(d) authorizes the court to terminate the automatic stay of proceedings to enforce a judgment if the court finds that (1) the appeal is filed only for delay or (2) the due administration of justice so requires. This court held the hearing required for this motion on December 13, 2023. In his objection to the motion to terminate the stay, the defendant wrote "... All US Debt is invalid. Mortgage contracts are consider[ed] null and void." While the court renders no finding as to the sincerity of the defendant's beliefs and arguments (though there is no evidence that he disclosed these beliefs to the plaintiff's predecessor at the time he borrowed the money), the due administration of justice requires that those who have lent money be allowed to enforce their rights under the applicable documents without extended delay based on frivolous and unsubstantiated arguments based on a borrowers broad philosophical or political beliefs that have no basis in law or fact. Delay in the enforcement of the judgment based on such positions is not consistent with the due administration of justice. Nor is there any likelihood that the defendant will prevail on appeal. Indeed, not even the defendant himself benefits from such delay as he will significantly erode the equity in his property to no avail in the final outcome. The plaintiff, of course, is harmed in that it is prevented from collecting the amounts owed during the pendency of such an appeal. See *Griffin Hospital v. Commission on Hospitals and Health Care*, 196 Conn. 451, 456-457 (1985). For all these reasons the plaintiff's Motion to Terminate Stay is granted. Nothing herein should be construed to suggest that the court would not exercise its discretion to extend the sale date if the court were presented with facts that led it to conclude

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that a private sale could be accommodated by a short delay. The court is rendering this decision in the edison format to expedite its delivery.

Judicial Notice (JDNO) was sent regarding this order.

431197

Judge: ROBERT LOUIS GENUARIO
Processed by: Varsha Peter

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**Additional material
from this filing is
available in the
Clerk's Office.**