

3/10/25

No. 24- 1199

IN THE
Supreme Court of the United States

MUNTAHA TAHAR,

Petitioner,

v.

CREATIVE CORNER, EARLY LEARNING
CENTER, LLC, DBA CREATIVE KORNER,
EARLY LEARNING CENTER, LLC,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
DISTRICT OF COLUMBIA COURT OF APPEALS

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

WHETHER THE DISTRICT OF COLUMBIA
SUPERIOR COURT'S TRIAL COURT, AND THE
DISTRICT OF COLUMBIA COURT OF APPEALS,
VIOLATED D.C. CODE SECTION 16-4424 WHEN
THEY FAILED TO MODIFY THE ARBITRATOR'S
AWARD, AND AWARD PETITIONER \$225,000.00
ON HER UNCONTESTED COUNTERCLAIM FOR
UNPAID RENT THAT WAS HEARD DURING THE
ARBITRATION'S HEARING

PARTIES TO THE PROCEEDING

Petitioner is a citizen of the State of Maryland. She owned the property located at: 2478 Alabama Avenue, SE, Washington, D.C., at all times relevant, in this Petition.

Respondent is a District of Columbia Limited Liability Company. It was all time relevant to this petition, conducting a child care business, in the District of Columbia.

CORPORATE DISCLOSURES

Petitioner does not have any corporate disclosures.

LIST OF PROCEEDINGS BELOW

**SUPERIOR COURT OF THE
DISTRICT OF COLUMBIA**

*Creative Corner Early Learning Center, LLC, dba
Creative Korner Early Learning Center v. Muntahat
Tahar Case No: 2020-CA-004995-B*

AAA ARBITRATION

*Creative Corner Early Learning Center, LLC, dba
Creative Korner Early Learning Center v. Muntahat
Tahar Case No: 01-22-0000-4252*

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**COMPLIANCE WITH
SUPREME COURT RULES 29.4(b) AND (c).**

This petition does not require service under the above rules.

**CITATIONS OF THE OFFICIAL AND
UNOFFICIAL REPORTS OF THE OPINIONS
AND ORDERS ENTERED IN THE CASE BY
COURTS OR ADMINISTRATIVE AGENCIES**

The Arbitrator's award

The Trial Judge's Order Denying Petitioner's motion to vacate And/or modify the arbitration award

The District of Columbia Court of Appeals opinion affirming the trial Court's Order Affirming The Arbitration Award

The District of Columbia Court of Appeals Order denying Petitioner's Petition for a Rehearing

**THE STATUTORY PROVISION BELIEVED TO
CONFER ON THIS COURT JURISDICTION TO
REVIEW ON A WRIT OF CERTIORARI THE
JUDGMENT OR ORDER IN QUESTION**

Petitioner seeks a writ of Certiorari from the judgment entered by the District of Columbia Court of Appeals on January 21, 2025. This Court has jurisdiction pursuant to: 28 U.S.C. § 1254(1).

Petitioner filed a petition for a rehearing on: February 3, 2025. It was denied on: February 6, 2025.

CONCISE STATEMENT OF THE CASE.

Petitioner owns property located at: 2478 Alabama Avenue, SE, Washington, D.C. She signed a signed a commercial lease agreement on: December 31, 2014, for the Respondent to operate her day care business from that location.

Respondent alleges it had to close its business on January 17, 2020 because Petitioner breached their lease agreement.

Respondent filed suit in: the District of Columbia's Superior Court's Civil Division, on December 14, 2020, alleging breach of lease agreement.

Petitioner's attorney did not answer the lawsuit, in the trial court, but filed a motion to compel arbitration. The motion was granted; and the case was transferred for arbitration.

After the case was transferred, for arbitration, Petitioner's attorney filed an answer, denying the Appellee's claims, and counterclaimed for: \$225,000.00, in unpaid rent, and approximately \$10,000.00, in unpaid real property taxes.

The arbitration hearing lasted four days. During that hearing, the Respondent did not contest the Petitioner's counterclaims but the arbitrator awarded the Respondent: \$821,823.00, but did not award the Petitioner anything on her uncontested counterclaim for: \$225,000.00, in unpaid rent.

Petitioner moved to vacate, and modify, the arbitration, with the trial court, asking it to modify the arbitration award, and award her \$225,000.00, for her uncontested counterclaim but the trial court denied it.

Petitioner appealed, the arbitration award, and the trial court's order, denying her motion to vacate, and modify the arbitration award, to the District of Columbia Court of Appeals. The Court affirmed the arbitration award.

Petitioner filed a petition for a rehearing. It was denied.

**A DIRECT AND CONCISE ARGUMENT
AMPLIFYING THE REASONS RELIED
ON FOR ALLOWANCE OF THE WRIT**

Petitioner's attorney filed an answer and a compulsory counterclaim, in the arbitration, seeking: \$225,000.00 in unpaid rent, from the Respondent. The counterclaim was uncontested; but the arbitrator failed to award the Petitioner the \$225,000.00, she was entitled to receive, because the Respondent did not contest her counterclaim, for unpaid rent.

The District of Columbia Court of Appeals in: *Dolton v. Smith*, 935 A.2d 295 (2006) stated:

" This court will not set aside an arbitration award for errors of either law or fact made by the arbitrator." Id. (citing Celtech, Inc. v. Broumand, 584 A.2d 1257, 1258 (D.C. 1991)). "With rare exceptions, an award will not be disturbed unless the

arbitration panel is found to have ruled on matters beyond the scope of its authority . . . or unless it appears that the panel ‘manifestly disregarded the law. . . .’ *Id.* (citing *Lopata v. Coyne*, 735 A.2d 931, 940 (D.C. 1999); *Poire v. Kaplan*, 491 A.2d 529, 533-34 (D.C. 1985)). . . .”

When the arbitrator issued his decision, he disregarded the law applicable to counterclaims in: the **District of Columbia Superior Court Civil Rule 13, Counterclaims and Cross-Claims**, warranting the issuance of this writ. In addition, the District of Columbia Court Appeals, on 3, of its opinion stated:

“....The trial court “may” vacate an arbitration award “on other reasonable grounds, citing DC Code Section 16-4423(b). . . .”

When the arbitrator failed to award Petitioner, on her uncontested counterclaim, he disregarded the law regarding to counterclaims and its reasonable for the trial court and the court of appeals to modify the arbitration award. The failure of the: District of Columbia’s Trial Court; and its Court of Appeals failure to: modify the arbitration war is wrong, warranting the granting of this petition.

SUPREME COURT PRECEDENT

There aren’t any Supreme Court Precedent’s on point, that Petitioner could find.

CONCLUSION

The Petition for Writ of Certiorari should be granted.

Respectfully submitted,

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