

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS  
CIVIL COURT DEPARTMENT**

PRANAY BAJJURI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 24CV00419
	)	
SHIBA PROP, LLC, et al.,	)	Div. 12
	)	
Defendants.	)	K.S.A. Chapter 60

**MOTION FOR DEFAULT JUDGMENT**

Plaintiff Pranay Bajjuri, by and through undersigned counsel, and for his Motion for Default Judgment against Defendants Shiba Prop, LLC, Anand Karney and Sudha Karney on Count II, states as follows:

**Background**

Plaintiff Pranay Bajjuri is one of several investors to lose millions of dollars to a Ponzi scheme orchestrated by Anand Karney, his wife Sudha Karney, and their son, Amogh Karney. After figuring out that he was the victim of fraud, Pranay Bajjuri filed suit against Anand and Sudha Karney in the Douglas County, Nebraska District Court on February 18, 2022 (the “Nebraska Lawsuit”). Anand and Sudha Karney assert they are members of Shiba Prop, LLC (“Shiba Prop”), a Nebraska limited liability company. At the time the Nebraska Lawsuit was filed, Shiba Prop owned real estate located at 8901 Mission Road, Leawood, Kansas 66206 (the “Subject Property”).

The legal description of the Subject Property is:

Lot 1224, Leawood, a subdivision in Leawood, Johnson County, Kansas, according to the recorded plat thereof.

After the filing of the Nebraska Lawsuit, Anand and Sudha Karney executed a Warranty Deed purportedly on behalf of Shiba Prop, which transferred the Subject Property to themselves personally. On June 8, 2023, Anand and Sudha Karney executed another Warranty Deed

transferring the Subject Property to Defendant Midwest Sales and Leasing LLC (“Midwest Sales”). On January 12, 2024, judgment was entered in the Nebraska Lawsuit in favor of Mr. Bajjuri and against Anand and Sudha Karney, jointly and severally, in the amount of \$1,123,154.14 (the “Nebraska Judgment”).

On January 25, 2024, Mr. Bajjuri filed the above captioned lawsuit. Shiba Prop was served with process on February 22, 2024, making its answer due on March 14, 2024. Anand and Sudha Karney were also served with process on February 22, 2024, making their answers due on March 14, 2024. Shiba Prop, Anand Karney, and Sudha Karney each failed to answer, appear, or otherwise answer Mr. Bajjuri’s Petition. Mr. Bajjuri respectfully requests the Court enter default judgment against Shiba Prop, Anand Karney, and Sudha Karney and in favor of Mr. Bajjuri.

#### **Standard of Review**

Pursuant to K.S.A. § 60-255, when a party fails to plead or otherwise defend, that party is in default. “On request and a showing that a party is entitled to a default judgment, the court must render judgment against the party in default for the remedy to which the requesting party is entitled.” *Id.*

#### **Argument**

Under Count II, Mr. Bajjuri’s Petition seeks to avoid the transfer of the Subject Property from his judgment debtor Shiba Prop to Anand and Sudha Karney, requests an injunction preventing further conveyance, requests attachment by Mr. Bajjuri against the Subject Property for the amount of the Nebraska Judgment, for an order that Mr. Bajjuri may levy execution on the Subject Property, and for further relief as the Court deems just and proper under the circumstances. These remedies are provided to Mr. Bajjuri by K.S.A. § 33-207.

A cause of action to undue a fraudulent transfer under K.S.A. § 33-205(a) requires that (1) a transfer was made by a debtor; (2) after the creditors claim arose; (3) without receiving a

reasonably equivalent value in exchange for the transfer; and (4) the debtor was insolvent at that time, or the debtor became insolvent as a result of the transfer.

Shiba Prop and Anand and Sudha Karney admit that by virtue of the Nebraska Lawsuit, Mr. Bajjuri was their creditor. Petition, ¶ 46. Shiba Prop and Anand and Sudha Karney also admit that after the filing of the Nebraska Lawsuit, Anand and Sudha Karney executed a warranty deed on behalf of Shiba Prop, which transferred the Subject Property to themselves personally. Petition, ¶ 17. The deed transferring the Subject Property to themselves is dated March 28, 2022, which is a month after the Nebraska Lawsuit was filed. Petition, ¶ 18. Shiba Prop did not receive reasonably equivalent value in exchange for transferring the Subject Property to Anand and Sudha Karney. Petition, ¶ 47. Shiba Prop was not paying its debts as they became due at the time and was therefore insolvent at the time it transferred the Subject Property to Anand and Sudha Karney. Petition, ¶¶ 48-49. Mr. Bajjuri is entitled to default judgment in his favor against Shiba Prop, Anand Karney and Sudha Karney under K.S.A. § 33-205(a).

A cause of action to undue a fraudulent transfer under K.S.A. § 33-205(b) requires that (1) a transfer was made by a debtor; (2) the transfer was made to an insider for an antecedent debt; (2) the debtor was insolvent at the time; and (3) the insider had reasonable cause to believe that the debtor was insolvent.

Anand and Sudha Karney are insiders of Shiba Prop. Petition, §§ 14-15, 17, 50. Shiba Prop transferred the Subject Property to Anand and Sudha Karney for an antecedent debt. Petition, § 47. Anand and Sudha Karney knew that Shiba Prop was insolvent. Petition, §§ 14-15, 51. Mr. Bajjuri is entitled to default judgment in his favor against Shiba Prop, Anand Karney and Sudha Karney under K.S.A. § 33-205(b).

### **Conclusion**

WHEREFORE, for the foregoing reasons, Pranay Bajjuri respectfully requests the Court enter default judgment in his favor and against Shiba Prop, LLC, Anand Karney, and Sudha Karney that avoids the transfer of the Subject Property from Shiba Prop, LLC to Anand and Sudha Karney by re-titling Subject Property to Shiba Prop, LLC, orders an injunction preventing further conveyance, grants Mr. Bajjuri attachment against the Subject Property for the amount of the Nebraska Judgment, orders that Mr. Bajjuri may immediately levy execution on the Subject Property, and for further relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

**BROWN & RUPRECHT, PC**

By: *s/ Seth M. Snyder*

Brian L. Palmer, KS Bar #26240

Seth M. Snyder, KS Bar #29608

2323 Grand Blvd., Suite 1100

Kansas City, MO 64108

(816) 292-7000 Telephone

(816) 292-7050 Facsimile

Email: [bpalmer@brlawkc.com](mailto:bpalmer@brlawkc.com)

[ssnyder@brlawkc.com](mailto:ssnyder@brlawkc.com)

**Attorneys for Plaintiff**

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing was filed on the 25th day of April, 2024, via the JIMS electronic filing system, which notifies all parties of record.

A copy was also sent via U.S. Mail to:

Anand Karney  
8901 Mission Road  
Leawood, KS 66206  
**Defendant**

Sudha Karney  
8901 Mission Road  
Leawood, KS 66206  
**Defendant**

Shiba Prop, LLC  
c/o Registered Agent, Amogh Karney  
3913 S. 184<sup>th</sup> St.  
Omaha, NE 68130  
**Defendant**

*s/ Seth M. Snyder*  
\_\_\_\_\_  
**Attorney for Plaintiff**