



Founder Chairman of Osian's (and its largest shareholder), participated in five auctions and purchased 29 artworks (the "Artworks").

4. Osian's started making payments for the Artworks on November 26, 2007 and by May 25, 2009, Osian's had paid in full for all the Artworks.

5. But they have still not been delivered. In fact, not only is Christie's refusing to deliver the Artworks, it actually threatened to put several of the Artworks on the auction block on September 16, 2009, unless Osian's paid Christie's for artworks purchased by another, completely different entity named Bregawn Jersey Limited ("Bregawn"). Christie's did not even notify Osian's about the auction. Osian's only learned about the potential auction by monitoring Christie's website. Christie's never gave Osian's any notice of the proposed sale.

6. The Artworks that Christie's threatened to sell are unique and irreplaceable. Indeed, eleven of the Artworks are antiquities, which were only purchased after Osian's obtained import licenses from the Government of India requiring that those pieces be registered with the Archaeological Survey of India as soon as they enter the country. Although Christie's agreed to take Osian's artworks off the auction block just two days before the September 16 auction, Christie's claims that it has the right to sell the Artworks without any future notice to Osian's.

7. Christie's is engaged in an unlawful attempt to coerce Osian's into paying the debt of another entity by threatening Osian's with the forfeiture of the unique and irreplaceable Artworks it has already bought and paid for.

8. Christie's behavior constitutes a breach of contract, a violation of the New York Uniform Commercial Code, and a deceptive trade practice. Consequently, Osian's is entitled to specific performance of the contract, replevin, compensatory damages, and statutory damages and attorneys' fees pursuant to General Business Law § 349.

## **PARTIES**

9. Plaintiff Osian's is, and was at all relevant time herein, domiciled in India and a citizen of India.

10. At all times alleged herein, is informed and believes and based thereon alleges that defendant, Christie's is a company incorporated in New York with its principal offices located at 20 Rockefeller Plaza, New York, New York 10020.

11. Plaintiff alleges that defendants designated as "JOHN DOE's 1-5," said names being fictitious, are, upon information and belief, other agents or employees of defendant Christie's, affiliates, subsidiaries or parent companies of defendant Christie's and/or other persons who conspired with Christie's to deprive Osian's of its property.

## **JURISDICTION AND VENUE**

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2), in that Plaintiff is a citizen of a foreign state and Defendants are citizens of the state of New York and the matter in controversy exceeds \$75,000, exclusive of interest and costs.

13. Venue properly lies in this District pursuant to 28 U.S.C. § 1391(a), in that Defendants reside within the District.

## GENERAL ALLEGATIONS

### Osian's Auction Purchases

14. On September 20, 2007, September 21, 2007, June 08, 2008, and September 10, 2008, Osian's participated in five auctions held by Christie's (two on September 20, 2007 and one on each of the other days, collectively, the "Five Auctions").

15. One of the September 20 auctions was for South Asian modern and contemporary art and the other one was for Gandharan Buddhist art. The September 21 auction was for Indian and Southeast Asian art.

16. The June 3, 2008 and September 15, 2008 auctions took place in the United Kingdom.

17. At all Five Auctions, Neville Tuli was the representative for Osian's.

18. For each of those auctions, Christie's issued "Conditions of Sale," which along with "the Important Notices and Explanation of Cataloguing Practice contain[ed] all the terms on which Christie's and the seller contract with the buyer."

19. Altogether, on behalf of Osian's, Mr. Tuli purchased the 29 Artworks that are the subject of this litigation. Christie's invoiced Osian's for the Artworks on September 20, 2007, September 21, 2007, June 3, 2008, and September 15, 2008.

### OSIAN'S PAYMENT FOR THE ARTWORKS

20. Although Christie's Conditions of Sale typically require payment for any purchases within seven days of the sale, Christie's allowed Osian's an extended period of time to pay for its purchases because they have dealt with each other for many years and Osian's has been one of the largest and most regular buyers of Indian art over the past nine years.

21. Osian's and Christie's negotiated several extensions for Osian's to pay the invoices issued in connection with the Five Auctions. By May 25, 2009, Osian's had paid Christie's in full for all the Artworks it ever purchased from Christie's.

**CHRISTIE'S COERCION TACTICS**

22. Despite receiving full payment, including interest, for all the Artworks Osian's had purchased, Christie's refused to deliver the Artworks to Osian's.

23. Osian's made numerous requests for Christie's to deliver the Artworks. On October 4, 2008, Murtaza Saify, Osian's Senior Manager of Inventory Management & Trade, sent an email to Anita Mehta at Christie's, requesting the shipment of the Artworks, all of which had been fully paid for. Remarkably, on October 7, 2008, Ms. Mehta claimed that Christie's had no record of payment and refused to ship the Artworks.

24. On October 15, 2008, Mr. Saify sent Ms. Mehta a PDF confirmation of the bank payment to Christie's, but the auction house still refused to deliver the Artworks.

25. It soon became clear that Christie's refused to deliver the Artworks unless Osian's agreed to pay the debts of a separate entity named Bregawn. Christie's was unlawfully retaining Osian's Artworks in order to coerce Osian's to answer for the debt of a third party.

26. Christie's was and is fully aware that Osian's and Bregawn were separate legal entities and were not liable for each others' debts.

27. On February 28, 2009, Arlene Kick, Christie's Vice-President and US Client Accounting Director, sent Mr. Tuli an email that explicitly stated "As you are well aware, *we have commenced the process of offering property that you have previously purchased, and paid for, in our upcoming auctions.*" (Emphasis added).

28. Soon thereafter, Christie's agreed to suspend the process of offering Osian's Artworks at upcoming auctions. However, Christie's still refused to deliver the Artworks to Osian's.

29. After Osian's made its final payment to Christie's on May 25, 2009, it once again asked Christie's to ship the Artworks. Nonetheless, Christie's refused to deliver Osian's fully paid for Artworks.

30. Then, on or about August 31, 2009, Osian's discovered that Christie's was once again preparing to sell some of its fully paid for Artworks.

31. Christie's did not provide any written or verbal communication notifying Osian's that the Artworks were going to be sold. To date, Christie's has not verified whether all of the Artworks are still with Christie's or whether some of them have already been sold in other auctions or private sales.

32. On September 2, 2009, Lakshmi Narayan, Osian's Company Secretary, sent Christie's a letter asking them to remove four of Osian's Artworks from one of the September 16 auctions and to confirm that Christie's would deliver all of the Artworks to Osian's. No one from Christie's ever responded.

33. On September 4, 2009, Mr. Narayan sent Christie's another letter asking them to remove 11 more Artworks from the other September 16 auction and to confirm that Christie's would deliver all of the Artworks to Osian's. No one from Christie's ever responded. Again, Osian's found out about this sale from Christie's website. Christie's never provided Osian's with any written or verbal notification of the planned sales.

34. On September 11, 2009, Osian's counsel sent Christie's a letter explaining that Osian's would be forced to seek a preliminary injunction unless Christie's withdrew the Artworks from the September 16, 2009 auction.

35. On September 14, 2009, Sandy Cobden, Christie's Senior Counsel and Head of Dispute Resolution, stated that Christie's would withdraw the Artworks from the auction. However, in a subsequent conversation, Ms. Cobden stated that Christie's would not ship Osian's Artworks until Bregawn's debt was paid in full and Christie's reserved the right to sell Osian's Artworks without further notice.

36. On October 7, 2009, Osian's counsel wrote Ms. Cobden another letter requesting the delivery of the Artworks within seven days. Christie's never responded.

**FIRST CAUSE OF ACTION**  
**(BREACH OF CONTRACT)**

37. Osian's incorporates by reference and re-alleges each allegation set forth in paragraphs 1-36, as though fully set forth herein.

38. On September 20, 2007, September 21, 2007, June 08, 2008, and September 10, 2008 entered into valid contracts for the sale of the Artworks. The contracts required that Christie's release the Artworks to Osian's after Osian's paid in full.

39. Osian's fully performed its obligations by making full payment for all the Artworks on or before May 25, 2009.

40. Christie's breached its obligations by, among other things, not releasing the Artworks to Osian's.

41. Osian's has been damaged by Christie's breach of the contracts. Osian's will be irreparably harmed unless the Court orders Christie's to honor the contracts by delivering the unique and irreplaceable Artworks that Osian's has bought and paid for.

**SECOND CAUSE OF ACTION**  
**(REPLEVIN)**

42. Osian's incorporates by reference and re-alleges each allegation set forth in paragraphs 1-41, as though fully set forth herein.

43. The Artworks are each unique pieces of chattel.

44. Osian's cannot cover for the Artworks.

45. Pursuant to New York Uniform Commercial Code §2-716, Osian's has a right to replevin with regard to the Artworks that are being unlawfully retained by Christie's.

**THIRD CAUSE OF ACTION**  
**(DECEPTIVE TRADE PRACTICES UNDER GENERAL BUSINESS LAW § 349)**

46. Osian's incorporates by reference and re-alleges each allegation in paragraphs 1-45, as though fully set forth herein.

47. Christie's auctions are directed to consumers in general, not just to a particular buyer.

48. In connection with the auctions wherein the Artworks were sold, Christie's made representations to buyers that if the goods purchased at the auction were bought and paid for, Christie's would deliver the goods to the buyers.

49. That representation is untrue. After collecting full payment for goods sold at auction, Christie's threatened buyers with the forfeiture of their unique and irreplaceable goods unless those buyers made additional payments on behalf of other parties.

50. As a result of Christie's deceptive trade practices, Osian's has been injured.

51. Christie's misleading and deceptive practices in marketing its auctions to the general public had a broad impact on consumers at large.



52. Christie's misleading and deceptive practices were willful and were executed purposefully knowing that they would inflict financial harm to Osian's, which is entitled to recover attorneys' fees and treble damages up to the statutory maximum.

**FOURTH CAUSE OF ACTION**  
**(FALSE ADVERTISING UNDER GENERAL BUSINESS LAW § 350)**

53. Osian's incorporates by reference and re-alleges each allegation in paragraphs 1-52, as though fully set forth herein.

54. Christie's auctions are directed to consumers in general, not just to a particular buyer.

55. In connection with the auctions wherein the Artworks were sold, Christie's made representations to buyers that if the goods purchased at the auction were bought and paid for, Christie's would deliver the goods to the buyers.

56. That representation is untrue. After collecting full payment for goods sold at auction, Christie's threatened buyers with the forfeiture of their unique and irreplaceable goods unless those buyers made additional payments on behalf of other parties.

57. As a result of Christie's false advertising, Osian's has been injured.

58. Christie's false advertising of the terms and conditions of its auctions to the general public had a broad impact on consumers at large.

59. Christie's false advertising was willful and was executed purposefully knowing that they would inflict financial harm to Osian's, which is entitled to recover attorneys' fees and treble damages up to the statutory maximum.

**FIFTH CAUSE OF ACTION**  
**(CONVERSION)**

60. Osian's incorporates by reference and re-alleges each allegation set forth in paragraphs 1-59, as though fully set forth herein.

61. The Artworks are specific identifiable things;

62. Osian's owns the Artworks;

63. Christie's has exercised unlawful dominion over the Artworks to the exclusion of Osian's right to possess the Artworks.

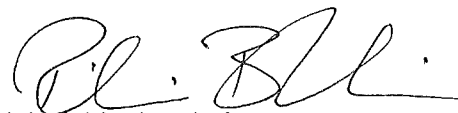
**PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays that the Court enter judgment in their favor and against defendants as follows:

- (A) Enjoining Christie's from selling the Artworks on September 16, 2009 or at any other time without Osian's permission;
- (B) Ordering Christie's to deliver the Artworks to Osian's;
- (C) Awarding Plaintiffs compensatory damages in an amount to be determined at trial but believed to be not less than \$900,000;
- (D) Awarding Plaintiffs pre-judgment and post-judgment interest on such damages;
- (E) Awarding Plaintiffs the costs of this action;
- (F) Awarding Plaintiffs attorneys' fees as allowed by law;
- (G) Awarding Plaintiffs punitive damages in an amount to be determined at trial; and

(H) Awarding Plaintiffs such other and further relief as this Court deems just and proper.

Dated: New York New York  
November 19, 2009



/s/ Rishi Bhandari

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