

The document below is hereby signed.

Signed: January 15, 2019



A handwritten signature in black ink, reading "S. Martin Teel, Jr.", is written over a horizontal line.

S. Martin Teel, Jr.  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLUMBIA

|                        |   |                             |
|------------------------|---|-----------------------------|
| In re                  | ) |                             |
|                        | ) |                             |
| NARAYANAN SWAMINATHAN, | ) | Case No. 18-00390           |
|                        | ) | (Chapter 7)                 |
| Debtor.                | ) |                             |
| _____                  | ) |                             |
|                        | ) |                             |
| SUDHA SRINIVASAN,      | ) |                             |
|                        | ) |                             |
| Plaintiff,             | ) |                             |
|                        | ) |                             |
| v.                     | ) |                             |
|                        | ) |                             |
| NARAYANAN SWAMINATHAN, | ) | Adversary Proceeding No.    |
|                        | ) | 18-10024                    |
| Defendant.             | ) |                             |
|                        | ) | Not for Publication in      |
|                        | ) | West's Bankruptcy Reporter. |

MEMORANDUM DECISION AND ORDER  
GRANTING MOTION FOR DEFAULT JUDGMENT

The plaintiff filed a *Motion for Default Judgment* ("Motion") (Dkt. No. 9). An Entry of Default was entered by the clerk on October 29, 2018, and the defendant has not responded to the *Motion*. Accordingly, with the modifications set forth below, the *Motion* will be granted.

At a hearing on the *Motion* held on December 18, 2018, the plaintiff sought an entry of a nondischargeability judgment for

all obligations owed under the Separation Agreement. However, at this time, the plaintiff has only sought a monetary award of \$325,000 for an unpaid loan owed by the defendant to the plaintiff under the Separation Agreement, and has not sought a monetary award for any other debts owed under the Separation Agreement, including any debts owed relating to the defendant's obligation to contribute to monthly expenses or to pay the college expenses of the children of the plaintiff and the defendant. Accordingly, only a monetary judgment for \$325,000 will be entered, but the court will clarify that the judgment will not preclude the plaintiff from seeking any other obligations owed under the Separation Agreement in a court of competent jurisdiction. Moreover, the court will declare that the \$325,000, and any other amounts owed under the Separation Agreement are nondischargeable in the event that the judgement denying a discharge is vacated.

The plaintiff is also seeking attorney's fees, but has not shown why she is entitled to attorney's fees. Accordingly, that request will be denied.

It is thus

ORDERED that the *Motion for Default Judgment* (Dkt. No. 9) is GRANTED IN PART and a judgement follows denying the defendant a discharge pursuant to 11 U.S.C. §§ 727(a)(3)-(5). It is also

ORDERED that a separate judgement follows declaring that the

