Circuit Court for Montgomery County
Case No. 150996FL

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0965

September Term, 2021

AZITA AZIMI ANARAKI

v.

ALI BAZARGANI

Graeff,
Zic,
Tang,

JJ.

Opinion by Zic, J.

Filed: October 21, 2022

This appeal stems from an order of satisfaction of a judgment in the Circuit Court for Montgomery County. Appellant, Azita Azimi Anaraki ("Wife"), filed a request for a writ of garnishment of wages against the appellee, Ali Bazargani ("Husband"), claiming that he had not satisfied an obligation under their judgment of absolute divorce that required him to pay a *mehr*,[1] which amounted to $37,000. After a hearing in July 2021, the court determined that Husband had paid the *mehr*. The court thus denied Wife's request for a writ of garnishment and ruled that the judgment for the *mehr* was satisfied. Wife appeals and presents three questions, which we rephrase and reformat:[2]

1. Did the collateral attack doctrine prohibit Husband's claim that the *mehr* had been satisfied?

2. Did the trial court err in finding that the *mehr* had been satisfied without a finding of fraud, mistake, or irregularity?

3. Did the doctrine of collateral estoppel prohibit Husband's claim that the *mehr* had been satisfied?

[1] Mehr is also spelled as mahr. In Islam, marriage "is a contractual undertaking, the basic elements of which are offer, acceptance, and [*mehr*]." *Nouri v. Dadgar*, 245 Md. App. 324, 334 (2020). "[*Mehr*] (also sometimes called *sadaqa*) is a sum of money or some other economically valuable asset that a husband must give to a wife." *Id*. at 334-35 (cleaned up). In *Nouri v. Dadgar*, this Court held that "[p]rovisions in religious contracts such as [*mehrs*] may be enforced by a Maryland court if, and only if, their secular terms are enforceable under neutral principles of contract law." *Id*. at 368.

[2] Wife phrased the questions presented as follows:

I. Whether the trial court erred by permitting Appellee to collaterally attack the February 13, 2020, judgment in an action related to a garnishment of wages?

II. Whether the trial court erred in ruling the February 13, 2020, judgment was satisfied without any pending motions under Maryland Rules 2-535(b) or 2-626(b)?

III. Whether the Appellee is barred from raising the issue of the *mehr* being paid in Iran on October 16, 2019 by the doctrine of collateral estoppel?

For the reasons to follow, we shall affirm the judgment.

BACKGROUND

In December 2018, Wife gave power of attorney to her mother and an attorney domiciled in Tehran, Iran. The subject of the power of attorney included writ of execution for the *mehr* and collection of the *mehr*. In April 2019, the Iranian judiciary attached Husband's real property in Iran because Wife instituted legal action in Iran to recover the *mehr*.

In August 2019, the parties signed an agreement, which stated that Husband would give Wife $37,000 as the parties' *mehr*. That handwritten agreement provided as follows:

> The parties have reached an agreement on the issue of [*mehr*].
>
> [Husband] shall pay to [Wife] the lump sum of $37,000.00 within 60 days of August 12, 2019.
>
> Upon full payment - [Wife's] claim to [*mehr*] shall be fully satisfied both in the United States and Iran.

Below the parties' signatures, the document stated the following:

> The money will be transferred directly into an account in the United States solely in [Wife's] name. Specifically, it will be deposited into SunTrust Bank [account number].
>
> [Wife] will sign any and all documents presented by [Husband's] Iranian attorney to satisfy the Iranian Courts that the mehr has been paid and shall notify the Office of Iranian Interests that the payment has been made and mehr.

The circuit court incorporated the parties *mehr* agreement into their Judgment of Absolute Divorce in October 2019.

Later in October 2019, Husband paid the equivalent of $39,000[3] in rials to release his property in Iran from attachment. In December 2019, Wife moved for entry of judgment against Husband for the $37,000. That motion did not mention Wife's *mehr* action in Iran. Husband filed a *pro se* response, titled as a "Motion to Dismiss for Failure to State a Claim[.]" Wife filed an opposition to that motion and requested a hearing on both parties' motions. Without holding a hearing, the court ruled in Wife's favor and entered a $37,000 judgment for Wife in February 2020.

Also in February 2020, the Iranian judiciary prepared a letter to Wife and Wife's Tehran counsel. That letter confirmed that Husband had paid the *mehr* to the Iranian court and the funds were being held in abeyance because the Iranian judiciary did not have a bank account on file to remit the funds to Wife. In the letter, the Iranian judiciary stated that the "circumstances were communicated to the creditor and the attorney-at-law to give a bank account to remit the said amount. However, no bank account has been given to our office to this date."

In March 2020, Husband, who was still *pro se* at that time, moved to vacate the judgment and requested a hearing. Wife opposed the motion, arguing that Husband's motion was improper under Maryland Rule 2-535 because Husband had not presented evidence of fraud, mistake, or irregularity. In May 2020, the court denied Husband's motion without a hearing.

[3] Husband was ordered to pay 110 gold coins, equivalent to 4,361,500,000 Iranian rials. Per the rial to U.S. dollar exchange rate on October 16, 2019, this was equivalent to $39,150.

In March 2021, Wife requested a writ of garnishment of wages for the *mehr* judgment. Husband, through counsel, filed an objection, which asserted that the judgment for the *mehr* had been "**paid in full** in Iran after [Wife] filed suit in Iran to obtain the same [*mehr*]. Thus, [Wife] is seeking to collect on the [*mehr*] in Iran **and** in the U.S." In July 2021, the court held a hearing under Maryland Rule 2-646(g)[4] to address Wife's request for a writ of garnishment and Husband's objection.

Husband testified at the hearing, while Wife did not appear. During the hearing, the court admitted the following: the parties' agreement as to the *mehr*, Wife's power of attorney for her Tehran counsel, documents from the Iranian judiciary that discussed Wife's institution of legal proceedings for the *mehr*, and documents from the Iranian judiciary confirming Husband's payment of the *mehr*. Husband testified about the Iranian government's determination of the *mehr* amount. Husband also testified about the exchange rate of rials to dollars in October 2019, which is when he paid the Iranian judiciary more than four billion rials to release his property from attachment:

> [HUSBAND'S COUNSEL]: Mr. Bazargani, how did you determine that you needed to pay the 4 billion [rials] to satisfy the $37,000 judgment?
>
> [HUSBAND]: This amount was calculated officially based on the 110 gold coins which was my [*mehr*] to my wife at the

[4] Maryland Rule 2-646(g) provides as follows:

> If the answer denies employment, the clerk shall dismiss the proceeding against the garnishee unless the creditor files a request for hearing within 15 days after service of the answer. If the answer asserts any other defense or if the debtor files a motion asserting a defense or objection, a hearing on the matter shall be scheduled promptly.

> time. So, the government calculated the equivalent value of 110 gold coins to be 4,361,500,000 rials. At that time, if this amount was transferred or calculated into U.S. dollars based on the exchange rate of the date, the amount would be $39,000.
>
> [THE COURT]: Based on the exchange rate in 2019?
>
> [HUSBAND]: On the same date when the rial value was calculated by the government, on the same day.
>
> [THE COURT]: All right.

At the end of the hearing, the court ruled that Husband had satisfied the $37,000 judgment for the *mehr* in Iran.[5] This appeal followed.

STANDARD OF REVIEW

Maryland Rule 8-131(c) provides as follows:

> When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.

When "an order involves an interpretation and application of Maryland constitutional, statutory or case law, [we] must determine whether the trial court's conclusions are

[5] Wife also requested a writ of garnishment of wages for a $7,700 judgment. That judgment was for a monetary award stemming from the parties' divorce. Husband did not challenge that writ of garnishment for the monetary award, other than disputing the amount of money that he paid towards the $7,700 judgment. After the hearing, the court issued an order showing that Husband had paid $3,808.80 towards the $7,700 judgment and stating that the garnished funds would be remitted to Wife until the $7,700 judgment was satisfied.

'legally correct' under a *de novo* standard of review." *Schisler v. State*, 394 Md. 519, 535 (2006) (citations omitted).

DISCUSSION

I. THE COLLATERAL ATTACK DOCTRINE

Wife first argues that the court erred because it permitted an improper collateral attack on the *mehr* judgment. Husband contends that the collateral attack doctrine does not apply. "A collateral attack is an attempt to impeach the judgment before a court other than the one in which it was rendered, in an action other than that in which it was rendered." *Facey v. Facey*, 249 Md. App. 584, 605 (2021) (cleaned up), *cert. denied*, 475 Md. 680 (2021). Collateral attacks "are permitted only when the court that rendered the judgment had no *jurisdiction* to do so." *LVNV Funding LLC v. Finch*, 463 Md. 586, 608 (2019).

Wife, in essence, argues that a debtor is prohibited from asserting satisfaction of the judgment as a defense in a garnishment proceeding. Under Wife's reasoning, a creditor could collect the same judgment in full multiple times and the debtor would be unable to challenge those duplicate recoveries under the collateral attack doctrine. But the collateral attack doctrine does not operate that way. Instead, the doctrine prohibits parties or their privies *from filing separate actions* to attack enrolled civil judgments "on any ground other than the lack of fundamental jurisdiction to render those judgments." *LVNV Funding LLC*, 463 Md. at 611. *See also Klein v. Whitehead*, 40 Md. App. 1, 20 (1978) (bankruptcy trustee was barred from filing an action that attempted to attack judgments that had been entered in a separate case). Here, Husband raised his defense—

satisfaction of the judgment—within the same case and in the same court that issued the judgment. Thus, the collateral attack doctrine does not apply.

II. THE VALIDITY OF HUSBAND'S OBJECTION TO WIFE'S REQUEST FOR A WRIT OF GARNISHMENT UNDER MARYLAND RULE 2-646

Next, Wife claims that the court erred in ruling on the satisfaction of the *mehr* judgment because no motions were pending under Maryland Rule 2-535(b). Husband argues that he did not proceed under Maryland Rule 2-535(b) and that the satisfaction of the judgment was a valid defense. Wife also argues for reversal because, according to Wife, Husband presented "no evidence that the *Mehr* Judgment was paid after it was entered[.]"

To be sure, the evidence established that Husband paid the *mehr* in Iran in October 2019 before the *mehr* judgment was entered by the circuit court in February 2020. The court's order issued after the July 2021 hearing recognized this unusual timeline: "**ORDERED**, that the $37,000.00 judgment entered on February 23, 2020 . . . is deemed paid and satisfied as it was paid on October 16, 2019, prior to the judgment being entered[.]" The evidence established that the debt was paid in Iran before the judgment for that same debt was entered in the circuit court. Citing no authority, Wife argues that "[i]t is axiomatic that a judgment cannot be deemed satisfied prior to it be[ing] entered with the court." We disagree. To hold otherwise would permit parties to collect the same debt more than once.

Maryland Rule 2-535(b) provides as follows: "On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of

fraud, mistake, or irregularity." By contrast, Maryland Rule 2-646 allows a debtor to file a defense or objection to a request to garnish wages:

> (c) Content. The writ of garnishment shall: . . . (4) notify the judgment debtor of the right to contest the garnishment of wages by filing a motion asserting a defense or objection.
>
> . . .
>
> (e) Response of Garnishee and Debtor. . . . The debtor may file a motion at any time asserting a defense or objection.
>
> . . .
>
> (g) When Answer Filed. . . . [I]f the debtor files a motion asserting a defense or objection, a hearing on the matter shall be scheduled promptly.

Husband objected to Wife's request for a writ of garnishment of Husband's wages because he claimed that the *mehr* had been paid. *See also* Md. Rule 2-323(g)(11) ("payment" is an affirmative defense). Following Husband's objection, the court held a hearing under Maryland Rule 2-646(g). At the hearing, the court recognized that Husband was not proceeding under Md. Rule 2-535(b):

> And, and so, I agree with [Husband's counsel] that she's not proceeding under the rule that would allow her to ask for a modification or to, you know, to, under the theory that perhaps there's newly discovered evidence, et cetera. She is saying, her defense is on behalf of Mr. Bazargani, the plaintiff's defense is, I've already paid this. I've satisfied this obligation; and, and so, therefore, the plaintiff is asking the Court to, to find as a matter of fact and, I suppose, as a matter of law, that the $37,000 has been paid and satisfied; and the evidence before me is clear that it has been.

The court examined the evidence, which included documents from the Iranian judiciary. As to those documents, the court determined that they were "reliable[.]" We find no

error in the court's determination. Maryland Rule 2-646 allowed for Husband's objection to Wife's request for a writ of garnishment, and the court properly determined that the judgment had been satisfied.

III. THE DOCTRINE OF COLLATERAL ESTOPPEL

Lastly, Wife claims that the doctrine of collateral estoppel barred Husband from litigating whether the *mehr* had been paid in Iran. Husband argues that this issue is unpreserved for our review. Maryland Rule 8-131(a) provides as follows:

> Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court, but the Court may decide such an issue if necessary or desirable to guide the trial court or to avoid the expense and delay of another appeal.

Wife did not raise collateral estoppel in the circuit court. Thus, this issue is not preserved for our review, and we will not address it.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.