

Circuit Court for Anne Arundel County
Case No. C-02-FM-20-003434

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 1069

September Term, 2024

POONAM MALIK

v.

SANJEEV JATAIN

Arthur,
Beachley,
Sharer, J. Frederick
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: November 25, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellant Poonam Malik and appellee Sanjeev Jatain obtained a Judgment of Absolute Divorce on April 7, 2021, in the Circuit Court for Anne Arundel County. In January of 2023, Ms. Malik filed a motion to revise that judgment pursuant to Rule 2-535(b).¹ Central to Ms. Malik’s motion to revise was her claim that the parties had executed a written marital settlement agreement prior to the Judgment of Absolute Divorce, which she claimed was not incorporated into the divorce judgment because Mr. Jatain fraudulently concealed the existence of the agreement. After an evidentiary hearing, the court granted Ms. Malik’s motion, concluding that the parties had executed a written marital settlement agreement and that the divorce judgment was procured by extrinsic fraud. On Mr. Jatain’s appeal, this Court reversed, holding that, although there was sufficient evidence for the trial court to find that the parties entered into a written agreement, the evidence did not support a finding of extrinsic fraud necessary to grant relief under Rule 2-535(b).

Ms. Malik then filed a supplemental complaint in the divorce case, asking the court to determine the terms of the parties’ written agreement, find Mr. Jatain in breach of the agreement, and incorporate the agreement into the Judgment of Absolute Divorce. Mr. Jatain filed a motion to dismiss the supplemental complaint, which the trial court granted.

Ms. Malik appeals from the dismissal of her supplemental complaint, and presents the following issues:

¹ Rule 2-535(b) provides: “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.”

Did the trial court err when it granted [Mr. Jatain’s] motion to dismiss [Ms. Malik’s] supplemental complaint?

- a. Did the trial court err in dismissing the supplemental complaint based upon the doctrine of *res judicata*?
- b. Did the trial court err in dismissing the supplemental complaint based upon the determination that the complaint failed to state a claim?
- c. Did the trial court err in dismissing the supplemental complaint because the trial court deemed this Court’s previous opinion as not binding?
- d. Did the trial court err in dismissing the supplemental complaint because the trial court deemed that this Court’s opinion—related to the settlement agreement—was dispositive?

For the reasons to follow, we hold that the circuit court did not err in dismissing the supplemental complaint.

FACTUAL AND PROCEDURAL BACKGROUND

To provide context to the issues in the present appeal, we set forth the following summary of the factual background from our unreported opinion in the prior appeal:

Mr. Jatain and Ms. Malik were married on February 6, 2003, in India, and had two children as a product of their marriage. The parties subsequently moved to Maryland. In late 2019, the parties decided to end their marriage. Throughout 2020, the couple had numerous discussions concerning custody, child support, and the disposition of their assets. Ms. Malik alleges that these conversations culminated in a written agreement regarding property disposition and other marital issues, which she signed in December 2020 when Mr. Jatain provided her with forms for an uncontested divorce. Mr. Jatain unequivocally denies that he and his wife ever executed a written agreement resolving their marital issues.

There is no dispute that both parties wanted to obtain a divorce. Mr. Jatain initiated the divorce by filing a complaint for absolute divorce on December 9, 2020. In the complaint, Mr. Jatain alleged that there was a “mutual agreement not to seek any alimony.” Mr. Jatain checked the following box in the court-approved form complaint: “My spouse and I have no marital property or debts that need to be decided by the court.” Mr. Jatain filed an affidavit of service that Ms. Malik was served with the complaint on December 18, 2020.

Although Ms. Malik claims that she was never served with the complaint, she acknowledges that she signed a court-approved form answer, which Mr. Jatain filed on February 22, 2021. The answer admits all allegations in the complaint and presents no defenses, although Ms. Malik avers that she only saw the signature page of the answer. Mr. Jatain signed the certificate of service for the answer (meaning that he essentially certified service to himself).

Mr. Jatain filed a case information report for each of the parties. Both case information reports were filled out by Mr. Jatain and list the case as being uncontested. Ms. Malik’s case information report was signed by her in December 2020. Mr. Jatain and Ms. Malik were both self-represented throughout the uncontested divorce proceeding.

Both parties attended a virtual hearing before a magistrate on April 6, 2021. When the magistrate asked, “Have the parties resolved all of their outstanding issues?” and “the two of you have distributed all of your property, is that correct?,” both parties answered affirmatively. The magistrate also advised both parties that “you did not make a request for alimony, monetary award or retirement benefit and because of that, that is a waiver that you cannot come back to the [c]ourt at a later date and ask the [c]ourt to grant your relief, you understand that?” Both Mr. Jatain and Ms. Malik indicated that they understood the waiver as explained by the magistrate. Although the magistrate understood that the parties “wanted to take care of the children pursuant to [their] agreement,” the magistrate advised them that the law required a determination of child support pursuant to the Child Support Guidelines. Accordingly, the magistrate took testimony concerning the parties’ incomes and children’s health insurance expenses, and ordered Mr. Jatain to pay \$2,112 per month in child support directly to Ms. Malik. Despite the reference in Mr. Jatain’s complaint about the parties’ “mutual agreement,” neither party mentioned nor referred to any written agreement during the hearing.

The circuit court entered a Judgment of Absolute Divorce on April 7, 2021. The court granted Ms. Malik sole legal custody and primary physical custody of the children, with liberal visitation to Mr. Jatain. The judgment approved the magistrate’s recommendation that Mr. Jatain pay \$2,112 per month in child support. The order further provided that “both parties have waived their right to request alimony, monetary award and retirement benefits from the other party, and all other marital property issues resulting from the marriage have been resolved by agreement of the parties.”

In September 2022, Ms. Malik retained counsel and requested copies of the filings from the circuit court. She alleges that this was the first time she saw the complaint and the complete answer. Upon discovering that the written agreement had not been filed with the court as she thought, Ms. Malik sent an email to Mr. Jatain requesting a copy of the agreement. Mr. Jatain replied that there was no written agreement. On January 6, 2023, Ms. Malik filed a Motion for Court to Exercise Revisory Power, to Reopen Case, and for Other, Further Relief. She alleged that the Judgment of Absolute Divorce was obtained through extrinsic fraud. Mr. Jatain then moved to dismiss Ms. Malik’s motion to revise.

The circuit court held a hearing on the motions on May 26, 2023. The court first denied Mr. Jatain’s motion to dismiss, noting that the allegations in Ms. Malik’s motion to revise, if proven, could support a finding of extrinsic fraud. The court then allowed the parties to present evidence on Ms. Malik’s motion to revise.

Jatain v. Malik, No. 847, Sept. Term 2023, slip op. at 1-4 (filed Jan. 3, 2024).

At the May 26, 2023 hearing on the motion to revise, Ms. Malik testified that in late December 2020, Mr. Jatain presented her with a set of documents related to the divorce, including the case information report, the signature page of the answer, and a written settlement agreement. She was under the impression at that time that all of the documents would be filed with the court. Ms. Malik trusted Mr. Jatain to file the documents, believed he had done so, and did not look at the court filings because she “just want[ed] to take care of [the] kids and be done with this thing.” Thus, when she answered “yes” to the magistrate’s question at the divorce hearing whether the property issues were resolved, she meant “resolved, yes, based on the agreement we have.”

Ms. Malik testified to her recollection of the terms of the written agreement, and introduced into evidence a document she prepared outlining the basic terms of the agreement. According to Ms. Malik, the text of the agreement consisted of a “single page,”

with a second page that listed “financial, assets and liabilities.” She stated that the agreement did not address retirement and included an alimony waiver.

Mr. Jatain testified that the parties never created a written agreement. He testified that he presented Ms. Malik with the complaint for divorce in December 2020, but did not discuss her answer until February 2021. He said he told the magistrate presiding at the divorce hearing that the property issues were resolved because he and Ms. Malik were discussing those issues and did not need the court to intervene. He explained that the money he had given Ms. Malik since their separation was based on what he believed to be her “fair share,” rather than pursuant to any agreement between them. When asked why he would pay her money when there was no order or agreement that he do so, Mr. Jatain testified: “Because as a human being, if I was with someone, as a responsibility I will pay 50 percent which is her share.”

Several emails, from both before and after the divorce, were entered into evidence. In these emails, the parties discussed various aspects of the property distribution. In a June 26, 2020 email, Mr. Jatain stated he would “prepare a financial agreement on what we talked [about].”

After receiving evidence and arguments from counsel, the court rendered its opinion from the bench. The court concluded that the evidence of extrinsic fraud was “clearcut.” The court found Ms. Malik’s testimony credible concerning the existence of a written agreement. Based on its finding of extrinsic fraud, the court entered an order vacating the judgment of absolute divorce on May 31, 2023.

THE FIRST APPEAL

Mr. Jatain appealed the order vacating the judgment of absolute divorce, and we reversed. We first noted that the court was not clearly erroneous in finding that a written agreement existed: “In light of the court’s credibility finding in favor of Ms. Malik, her testimony alone is sufficient to support the court’s determination that the parties executed a written settlement agreement resolving marital property and other issues related to the divorce.” *Id.*, slip op. at 12. However, we held that Mr. Jatain’s actions as described by Ms. Malik did not constitute extrinsic fraud as defined by Maryland law and therefore the circuit court erred in vacating the judgment of divorce on that basis. *Id.*, slip op. at 13, 21.

PROCEDURE AFTER THE FIRST APPEAL

On February 1, 2024, Ms. Malik filed, in the divorce case, a “Supplemental Complaint to Establish Terms of Agreement, for Enforcement, Specific Performance; and for Incorporation, but not Merger, of the Parties’ Agreement into an Order of this Court.” In the supplemental complaint, Ms. Malik noted the previous finding that a written agreement existed and this Court’s determination that the finding on this point was not clearly erroneous. She sought to have the court determine “what the terms of the parties’ Agreement were, and if necessary, enforce such terms.” She also sought monetary damages for breach of the agreement and specific performance of certain terms related to ongoing payments and establishment of a trust for the children. Finally, Ms. Malik requested that the agreement be incorporated into an order of the court.

Mr. Jatain moved to dismiss the supplemental complaint, arguing that it failed to state a claim for which relief could be granted and that it was barred by the doctrine of *res judicata*. Ms. Malik responded that her claims were not barred by *res judicata* because the issue of the terms of the settlement agreement had not been previously litigated.

On July 1, 2024, the court held a hearing on the motion to dismiss the supplemental complaint. Counsel for Mr. Jatain argued that when the judgment of absolute divorce was reinstated as a result of our unreported opinion, any claims regarding the parties’ assets were barred by *res judicata* because the judgment of absolute divorce “deals with all of the issues that would have been covered under the alleged written agreement.” Counsel for Ms. Malik argued that this Court “kind of upheld” the finding that the parties executed a written agreement, and anticipated that there would be further litigation regarding the terms of the agreement. Ms. Malik’s counsel explained that he filed the supplemental complaint in the divorce case rather than “fil[ing] a whole new case . . . to promote efficiency” and because the terms of the agreement relate to “marital property and support for the children.”²

The court announced its decision from the bench:

The motion to dismiss is granted. I do believe that the [A]ppellate [C]ourt’s ruling is dispositive and agree with [Mr. Jatain’s counsel’s] argument. The [A]ppellate [C]ourt did not affirm, in any part, [the trial judge’s] ruling that there was a written agreement. That being the case, I’m not sure how we could now go back and say that a written agreement exists based on no factual basis because his ruling was reversed, in total reversed. And the judgment

² The supplemental complaint requested specific performance of a term requiring Mr. Jatain to “[s]et up a Trust for the parties’ children,” but did not raise any claims related to child support.

of absolute divorce resolves all issues relating to the parties and their property. So the motion is granted.

Ms. Malik noted this timely appeal.

DISCUSSION

Ms. Malik argues that the court erred in dismissing her supplemental complaint because (1) the doctrine of *res judicata* does not apply to the determination of the terms of the settlement agreement; (2) the supplemental complaint did not fail to state a claim; (3) this Court’s determination that the trial court was not clearly erroneous in finding that a written agreement existed caused that finding to become the “law of the case”; and (4) the trial court improperly treated our reversal in the prior appeal to be dispositive of the question of whether a written agreement existed.

We review the grant of a motion to dismiss *de novo*. *Bennett v. Ashcraft & Gerel, LLP*, 259 Md. App. 403, 451 (2023). “This Court may affirm the dismissal of a complaint on any ground adequately shown by the record, regardless of whether the trial court relied on that ground or whether the parties raised that ground.” *Id.* (citing *Mostofi v. Midland Funding, LLC*, 223 Md. App. 687, 695-96 (2015)).

We hold that the court properly dismissed Ms. Malik’s contract action because she improperly filed the supplemental complaint in the divorce case where there was an extant final enrolled judgment. Ms. Malik filed her supplemental complaint years after the judgment of divorce was entered. Because the supplemental complaint was in the nature of an amended pleading, it could not be filed without leave of court. *See* Rule 2-341(b) (Complaints may be amended later than 30 days before trial only with leave of court.).

Furthermore, Ms. Malik’s supplemental complaint in part represents an attempt to revise the judgment of divorce in order to incorporate the agreement. However, to do so more than 30 days after the entry of judgment, she would need to show fraud, mistake, or irregularity.³ Rule 2-535(b). As we discussed in our prior unreported opinion, Ms. Malik failed to prove extrinsic fraud. Because Ms. Malik does not allege mistake or irregularity, dismissal of her complaint was appropriate. In short, the divorce judgment is final, and the court has no authority to determine marital property, grant a monetary award, or incorporate any marital settlement agreement into a new or revised divorce decree. Accordingly, the court correctly dismissed Ms. Malik’s supplemental complaint because it was improperly filed in the divorce case.⁴

In summary, Ms. Malik’s breach of contract claim concerning the alleged marital settlement agreement which was not incorporated into the judgment of divorce must be filed as a separate civil case.⁵ We therefore affirm the court’s dismissal of Ms. Malik’s supplemental complaint.

**JUDGMENT OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**

³ Counsel for Ms. Malik conceded at oral argument that the agreement can no longer be incorporated into the divorce judgment.

⁴ At oral argument, appellant’s counsel could not provide any persuasive authority to support the filing of the supplemental complaint in the divorce case.

⁵ At oral argument, the parties revealed that Ms. Malik had filed a separate breach of contract action during the pendency of this appeal. We express no opinion as to the viability of defenses that may be available to Mr. Jatain in the contract action.