

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF:)
)
ODYSSEY GROUP, LLC) CASE NO. 09-30111
)
)
Debtor)

DECISION AND ORDER

At Fort Wayne, Indiana, on **FEB 20 2009**

The Emergency Motion for Relief from the Automatic Stay and Abandonment filed by JPMorgan Chase Bank, N.A. on February 19, 2009, is DENIED for the reasons set forth below.

To begin with, the motion fails to comply with N.D. Ind. L.B.R. B-9013-1(a), which requires that “[e]very application, motion, or other request for an order from the court . . . shall be filed separately, except that requests for alternative relief may be filed together.” See, In re Minton, 2006 WL 533352 *1 (Bankr. N.D. Ind. 2006)(explaining why motions seeking particular relief and to dispense with the notice otherwise required for such relief constitute two separate requests). While such an oversight can, perhaps, be tolerated when the motion satisfactorily alleges facts demonstrating the reality of the claimed emergency, that is not the case when it fails to do so. That is the fundamental flaw in the bank’s emergency motion. It fails to provide sufficient information as to why the court should dispense with the fifteen-day notice to creditors that is otherwise required. See, N.D. Ind. L.B.R. B-2002-2(b). Although the movant wants the stay terminated to permit the continued liquidation of its collateral, the motion contains no meaningful information concerning some kind of sale that will apparently take place without any notice to creditors or why that sale should go forward without notice to creditors. See, Fed. R. Bankr. P. Rule 9103 (motion must state

the grounds for the relief sought “with particularity”); In re Minton, 2006 WL 533352 at *2 (Bankr. N.D. Ind. 2006) (“The reader should not be left with any serious doubt either as to what is to be done or why doing so is appropriate.”). Rule 2002(c)(1) of the Federal Rules of Bankruptcy Procedure anticipates that all creditors and parties in interest will be given notice of either the time and place or the terms and conditions of a sale of property of the estate. If that is the case when notice is being given to creditors, it should be absolutely essential to give the court similar information when it is being asked to dispense with that notice.

SO ORDERED.

/s/ Robert E. Grant
Judge, United States Bankruptcy Court