MEMORANDUM DECISION

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IN THE COURT OF APPEALS OF INDIANA

Sat Adlaka,
Appellant-Plaintiff,

v.

Dr. Rajan Sharma, DDS, and Dr. Rajan Sharma, DDS d/b/a Eon Clinics,
Appellees-Defendants

December 20, 2021

Court of Appeals Case No. 21A-CT-1555

Appeal from the Lake Superior Court

The Honorable Stephen E. Scheele, Judge

Trial Court Cause No. 45D05-2010-CT-1019

Crone, Judge.

Case Summary

[1] Sat Adlaka filed a pro se complaint against Dr. Rajan Sharma, DDS, and Dr. Rajan Sharma, DDS d/b/a Eon Clinics (collectively Appellees), alleging breach

of contract, fraud, and negligence. Both sides moved for summary judgment, and the trial court denied Adlaka's motion and granted Appellees' motion. Adlaka now appeals, arguing that the trial court erred. We affirm.

Facts and Procedural History

[2] In October 2020, Adlaka filed a pro se complaint against Appellees alleging that in December 2018 he and Appellees signed a contract for a dental procedure; that Appellees breached the contract by demanding more money to complete the procedure; that Appellees thereby committed fraud; and that Appellees were negligent in performing the initial phase of the procedure, which caused him "excruciating pain[.]" Appellant's App. Vol. 2 at 17. In March 2021, Adlaka filed a pro se motion for partial summary judgment on his breach-of-contract claim with no citation to relevant legal authority. In support of his motion, Adlaka designated the alleged contract and a case presentation prepared by a dentist whom Adlaka consulted after receiving treatment from Appellees.[1]

[3] In April 2021, Appellees filed a response to Adlaka's motion as well as their own motion for summary judgment, in which they asserted that the signed document was a consent form for proposed treatment, not a binding contract; that they did not commit fraud; and that they were not negligent.[2] In support of

[1] The case presentation is unverified and does not opine that Appellees' treatment of Adlaka fell below the applicable standard of care. Adlaka does not mention the case presentation in either the argument section of his original brief or his reply brief.

[2] In their supporting memorandum, Appellees summarized the background facts as follows:

their motion, Appellees designated an affidavit from Eon Clinics' owner, Dr. Sharma, which states that he is a licensed dentist in Illinois and did not personally treat Adlaka, but that in his opinion, based on Appellees' records, Adlaka's treatment "did not fall below the applicable standard of care." *Id*. at 65.

[4] In May 2021, Adlaka filed a pro se reply in support of his summary judgment motion with no citation to relevant legal authority. In June 2021, counsel entered an appearance for Adlaka, and the trial court held a hearing on all pending motions.[3] In July 2021, the trial court issued an order summarily denying Adlaka's summary judgment motion and granting Appellees' summary judgment motion. This appeal ensued.

> This case arises from treatment that was proposed and performed by Eon Clinics. Initially, Plaintiff received repair treatment for his lower prosthetic. During the treatment period, Plaintiff notified Eon Clinics that he wanted work done to his upper prosthetic as well. Eon Clinics initially quoted the proposed treatment. However, after further investigation, Eon Clinics realized that Plaintiff's upper prosthetic was made out of materials that weren't regularly utilized by Eon Clinics. The clinic explained to Plaintiff that it would cost much more to do the work on the upper prosthetic because of the added cost of materials. In addition to that, the clinic recommended that Plaintiff return to the dentist who initially did the upper prosthetic for that treatment to be completed. Plaintiff was not happy to hear this. In return, Plaintiff stopped coming to the clinic for treatment that was still needed on his lower prosthetic. Thereafter, Plaintiff brought this claim, alleging that Eon Clinics breached the alleged contract between the parties by not providing treatment to the upper prosthetic for the amount originally quoted.

Appellant's App. Vol. 2 at 45-46 (paragraph format altered). This summary is supported by Appellees' designated evidence and is not contradicted by Adlaka's designated evidence.

[3] In a bench ruling, the trial court denied Adlaka's motion for leave to amend his complaint and his untimely request for additional time to respond to Appellees' summary judgment motion. Adlaka does not challenge the latter ruling on appeal. To the extent he suggests that he should be allowed to amend his fraud claim, *see* Appellant's Br. at 16-17, this issue is waived for lack of cogent argument. *See Dridi v. Cole Kline LLC*, 172 N.E.3d 361, 366 (Ind. Ct. App. 2021) ("A party waives an issue where the party fails to develop a cogent argument or [provide] adequate citation to authority and portions of the record."). The court also denied Appellees' motion to strike the abovementioned case presentation. Appellees do not challenge that ruling.

Discussion and Decision

[5] Adlaka argues that the trial court erred in denying his summary judgment motion and granting Appellees' summary judgment motion. "The purpose of summary judgment is to terminate litigation about which there can be no factual dispute and which may be determined as a matter of law." *Ingram v. Diamond Equip., Inc.*, 118 N.E.3d 1, 6 (Ind. Ct. App. 2018), *trans. denied* (2019). "A defendant is entitled to summary judgment by demonstrating that the undisputed material facts negate at least one element of the plaintiff's claim." *Podemski v. Praxair, Inc.*, 87 N.E.3d 540, 547 (Ind. Ct. App. 2017), *trans. denied* (2018). "The party moving for summary judgment has the initial burden to set forth evidence demonstrating no factual issues exist." *Kelly v. Levandoski*, 825 N.E.2d 850, 856 (Ind. Ct. App. 2005), *trans. denied*. "Then, the burden shifts to the nonmoving party to produce evidence demonstrating an issue of fact exists. The nonmoving party may not simply rest on the pleadings; rather, he or she must designate evidence to the trial court." *Id*. at 857 (citation omitted). "Any doubts about the existence of material issues of fact must be resolved in favor of the non-moving party[.]" *Id*. at 856.

[6] "We review the trial court's decision applying the same standard applied by the trial court. In addition, our review is limited to the evidence designated to the trial court. We may affirm on any theory supported by the evidence designated to the trial court." *Id*. at 857 (citations omitted). "A trial court's grant of summary judgment is clothed with a presumption of validity, and the party who

lost in the trial court has the burden of demonstrating that the grant of summary judgment was erroneous." *Ingram*, 118 N.E.3d at 6.

[7] Adlaka has failed to carry that burden with respect to his fraud and negligence claims. He neglects to mention the essential elements of those claims or explain how they relate to the facts of this case in the summary judgment context. Moreover, his argument regarding the fraud claim is purely speculative and unsupported by citation to authority.[4] "Bald assertions of error unsupported by either cogent argument or citation to authority result in waiver of any error on review." *Pasha v. State*, 524 N.E.2d 310, 314 (Ind. 1988). As for the negligence claim, Adlaka asserts that Dr. Sharma's opinion is inadmissible because he did "not describe his familiarity with a local or regional standard of care or explain the applicability of a national standard[,]" citing *Vergara v. Doan*, 593 N.E.2d 185 (Ind. 1992). Appellant's Br. at 15. But *Vergara* actually stands for the proposition that such considerations are not a precondition to admissibility. *See* 593 N.E.2d at 187 (footnote omitted) (stating that "a physician must exercise that degree of care, skill, and proficiency exercised by reasonably careful, skillful, and prudent practitioners in the same class to which he belongs, acting under the same or similar circumstances" and that locality is "but one of the factors to be considered in determining whether the doctor acted reasonably"). Adlaka's remaining arguments regarding his negligence claim are either

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[4] *See* Appellant's Br. at 16-17 ("While the trial court did not favor the plaintiff with the theory or reasoning behind the adverse summary judgment it appears most certainly that the trial court rejected the argument that there was a written contract (or option) with price quotes that were later dishonored.").

unsupported by citation to authority, and therefore waived, or too undeveloped to address.

[8] Regarding Adlaka's breach-of-contract claim, we note that its essential elements "are the existence of a contract, the defendant's breach thereof, and damages." *Old Nat'l Bank v. Kelly*, 31 N.E.3d 522, 531 (Ind. Ct. App. 2015) (quoting *Holloway v. Bob Evans Farms, Inc.*, 695 N.E.2d 991, 995 (Ind. Ct. App. 1998)), *trans. denied*. "The existence of a contract is a question of law." *Peters v. Kendall*, 999 N.E.2d 1030, 1034 (Ind. Ct. App. 2013), *trans. denied* (2014). "Formation of a contract requires an offer and acceptance, consideration, and a meeting of the minds of the contracting parties." *Id*.

[9] Adlaka's pro se motion for partial summary judgment on this claim lacked any cognizable legal argument, so we affirm the trial court's denial of that motion. In challenging the trial court's grant of Appellees' summary judgment motion, Adlaka asserts that the document at issue should be considered a contract because it "incorporate[d] price quotes for designated services[,]" which constituted an offer that he accepted by signing the document and making a down payment of $1,000. Appellant's Br. at 11. Adlaka cites no authority to support this assertion, so it is waived. *Pasha*, 524 N.E.2d at 314. Consequently, we affirm the trial court's ruling in favor of Appellees.

[10] Affirmed.

Bradford, C.J., and Tavitas, J., concur.