

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 0353

September Term, 2015

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PREM AGARWAL

v.

SOUTHERN BANK & TRUST COMPANY

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Meredith,  
Leahy,  
Friedman,

JJ.

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Opinion by Leahy, J.

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Filed: July 7, 2016

\*This is an unreported opinion, and may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

On April 12, 2011 Praestans One, LLC (“Praestans”), a Virginia limited liability company, defaulted on a loan, sparking the events underlying this case and leading to a flurry of litigation in various forums in both Maryland and Virginia. Appellant, Prem Agarwal—a Maryland resident holding a 20% stake in Praestans—had previously executed a commercial guaranty in Prince George’s County that secured a portion of Praestans’s \$5,440,000.00 loan for construction of a hotel in Chesapeake, Virginia. Following the default, Appellee, Southern Bank and Trust Company (“Southern Bank”) filed a complaint in the United States District Court for the Eastern District of Virginia (“Eastern District of Virginia”) seeking to recover on the loan. The Eastern District of Virginia ultimately found that Mr. Agarwal was bound under the guaranty to pay Southern Bank \$1,275,000.00 in principal and \$20,647.92 in accrued interest and entered a final judgment against him in that amount. However, when Southern Bank sought to enroll the judgment in the Circuit Court for Anne Arundel County, Mr. Agarwal filed a Motion to Vacate Money Judgment and Foreign Judgment challenging the Eastern District of Virginia’s exercise of personal jurisdiction over him. On April 6, 2015, after proceeding with a hearing even though both parties requested that the hearing be delayed, the circuit court denied Mr. Agarwal’s motion. Mr. Agarwal timely appealed to this Court, presenting the following questions:

- I. Did the circuit court err in refusing to vacate a foreign judgment where the defendant’s affidavit displayed that he was not subject to personal jurisdiction in the originating court and the plaintiff in the underlying action alleged no jurisdictional facts?
- II. Did the circuit court err in denying the parties[’] joint request to continue the motions hearing and Defendant’s motion to alter or amend the

judgment where they had no prior notice of the hearing until one business day before the hearing?

- III. Upon a motion to vacate an enrolled foreign judgment, did the circuit court err in failing to vacate the judgment or, at the very least, hold an evidentiary hearing after a defendant raises a challenge as to whether the judgment was subject to release and satisfaction?

Because neither the order denying Mr. Agarwal’s motion to vacate nor the transcripts of the April 6 proceedings explain the circuit court’s reasoning in denying Mr. Agarwal’s motion, and because the circuit court did not conduct an evidentiary hearing, we conclude that this case is not capable of meaningful appellate review and remand this case for an evidentiary hearing.

### **BACKGROUND**

Mr. Agarwal has been a Maryland resident since 1973. On January 5, 2005, Mr. Agarwal acquired a 20% ownership stake in Praestans, a limited liability company organized in Virginia. Praestans’ purpose was to acquire, construct, and manage a Country Inn & Suites (“Hotel”) located at 2122 Joliffe Road, Chesapeake, Virginia. Mr. Agarwal was a passive member of the company and was under the impression that any losses were limited to his share of Praestans’ investments. In addition to Mr. Agarwal, other individuals owned the following stakes in Praestans: Dr. Sanaja M. Amin owned a 20% stake, Mr. Naynesh P. Amin owned a 20%, Mr. Ramesh C. Joshi owned a 20% stake, Mr. Naresh Amin owned a 10% stake, and Mr. Vijay Modi owned a 10% stake.

On August 24, 2006, as a member of Praestans, Mr. Agarwal executed a “Resolution to Borrow/Grant Collateral” authorizing the company to, *inter alia*, borrow money, execute

notes, grant security, execute security documents, negotiate items, and engage in further acts to secure a loan. That same day, Praestans entered into a Construction Loan Agreement (“Loan Agreement”) for \$5,100,000.00 with Bank of the Commonwealth with a maturity date of March 1, 2028. The Loan Agreement secured financing for construction of the Hotel. Under the Loan Agreement’s terms, the loan was governed by the laws of Virginia, and all of Praestans’ stakeholders would serve as co-guarantors for the loan. The Loan Agreement required that Praestans’ members, including Mr. Agarwal, execute documents in their personal capacities to serve as co-guarantors of the loan.

On January 17, 2007, as required by the Loan Agreement’s terms, Mr. Agarwal executed a commercial guaranty (“Guaranty”) with Bank of the Commonwealth before a notary public in Prince George’s County, Maryland. The Guaranty provided that Mr. Agarwal “absolutely and unconditionally guarantee[d] full and punctual payment and satisfaction” of a \$1,275,000.00 share of Praestans’ loan.<sup>1</sup> Mr. Agarwal’s Guaranty was a “continuing guaranty,” under which he guaranteed Praestans’ debt “now existing or hereinafter arising or acquired, on a continuing basis.” Under its terms, the Guaranty was also governed by Virginia law.

On April 12, 2011, Bank of the Commonwealth notified Praestans, Mr. Agarwal, and his fellow co-guarantors that Praestans had defaulted on its loan due to non-payment. As a result, based on the terms in the Loan Agreement’s default remedies clause, Bank of

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<sup>1</sup> Like Mr. Agrawal, Dr. Sanaja M. Amin, Mr. Naynesh P. Amin, and Mr. Ramesh C. Joshi each served as co-guarantors of \$1,275,000.00, while Naresh Amin and Vijay Modi each served as co-guarantors for \$635,500.00.

the Commonwealth required full and immediate payment of the loan. The notification letter indicates an amended principal amount of \$ 5,440,000.00, and a net amount due of \$5,321,824.09.<sup>2</sup>

### **The Virginia Action**

In September 2011, Virginia banking regulators closed the Bank of the Commonwealth. Southern Bank acquired Bank of the Commonwealth's assets, including the agreement and guaranty at issue in this case. On August 2, 2012, Southern Bank filed a complaint against Praestans and the loan guarantors in the Eastern District of Virginia for breach of the construction loan agreement and guaranties, seeking to recover \$5,321,824.09 and attorney fees and expenses incurred in the action. The complaint alleged that the Eastern District of Virginia had subject matter jurisdiction over the case pursuant to 28 U.S.C § 1322, because the amount in controversy exceeded \$75,000.00, and the matter involved citizens of diverse states. The complaint pleaded that Mr. Agarwal was a Maryland resident. Nonetheless, the complaint averred that the Eastern District of Virginia had personal jurisdiction over all of the loan's co-guarantors pursuant to Va. Code § 8.01-328.1 because they conducted the underlying business transaction in Virginia.<sup>3</sup>

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<sup>2</sup> The \$5,321,824.09 includes: \$5,263,830.12 in outstanding principal, \$51,212.16 in interest through March 30, 2011, \$9,712.10 in late charges, \$55.00 in deed of trust release costs, minus \$2,985.29 in projected escrow reserves. The letter indicates that the loan would accrue \$1,608.39 in interest per day.

<sup>3</sup> The Virginia long-arm statute, Va. Code § 8.01-328.1, states in relevant part:  
(continued...)

Praestans retained counsel (“Praestans’ counsel”) to represent it and all co-guarantors in the suit with Southern Bank. However, Mr. Agarwal alleges that he did not retain Praestans’ counsel to represent him personally and only spoke with him once during a group conference call related to the corporation’s representation.

Praestans’ counsel filed answers to Southern Banks’s complaint on Praestans’ behalf, as well as on Mr. Agarwal and the other co-guarantors’ behalf.<sup>4</sup> In the answer filed on behalf of Mr. Agarwal, the counsel accepted that the Eastern District of Virginia could exercise personal jurisdiction over Mr. Agarwal. Mr. Agrawal notes that the answer erroneously referred to Mr. Agarwal as Ramesh C. Agarwal, instead of Prem Agarwal.

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A. A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action arising from the person's:

1. Transacting any business in this Commonwealth.

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C. When jurisdiction over a person is based solely upon this section, only a cause of action arising from acts enumerated in this section may be asserted against him; however, nothing contained in this chapter shall limit, restrict or otherwise affect the jurisdiction of any court of this Commonwealth over foreign corporations which are subject to service of process pursuant to the provisions of any other statute.

Courts have interpreted Va. Code § 8.01-328.1 as “extend[ing] personal jurisdiction to the extent permitted by the Due Process Clause” of the U.S. Constitution. *Young v. New Haven Advocate*, 315 F.3d 256, 261 (4th Cir. 2002) (citation omitted).

<sup>4</sup> In his affidavit filed in the Circuit Court for Anne Arundel County, Mr. Agarwal further alleged that “Attorney McIntyre ha[d] never communicated with me prior [sic] or after filing the Answer. This document was signed by Mr. McIntyre without my consent, knowledge or authorization.”

On November 29, 2012, Southern Bank filed a motion for summary judgment against the co-guarantors. On March 11, 2013, the Eastern District of Virginia granted Southern Bank's motion for summary judgment, finding that the co-guarantors were jointly and severally liable with Praestans and with one another, up to the amounts of their respective guaranties, for a total sum of \$3,024,897.96. The Eastern District of Virginia found that Mr. Agarwal's Guaranty required payment of \$1,275,000.00 in principal and \$20,647.92 in accrued interest and directed the clerk to enter a final judgment against him in that amount. On April 8, 2013, pursuant to an agreement between Praestans and Southern Bank, the Eastern District of Virginia found that Southern Bank established a valid claim for breach of contract and entered a final judgment against Praestans for \$3,024,867.96.

### **The Anne Arundel County Proceedings**

On June 18, 2014, Southern Bank enrolled the Eastern District of Virginia's judgment in the Circuit Court for Anne Arundel County. The circuit court recorded and entered the judgment on July 17, 2014. On December 4, 2014, Mr. Agarwal filed a motion to vacate. In support of his motion, Agarwal argued that: (1) the Eastern District of Virginia lacked personal jurisdiction to issue a judgment against him because Praestans' counsel submitted pleadings and responses fraudulently without Mr. Agarwal's express authorization; and (2) because Southern Bank accepted FDIC funds, proceeds from the sale of the hotel, and settled and released its claims against co-guarantor Sanjay M. Amin, further proceedings were necessary to determine the balance due by Mr. Agarwal.

Southern Bank filed a motion to strike Mr. Agarwal's motion to vacate on December 22, 2014. In support of the motion to strike, Southern Bank argued: (1) that Mr. Agarwal failed to offer any evidence sufficient to find that the Eastern District of Virginia lacked personal jurisdiction over him, that the judgment was obtained by fraud, or that the judgment was satisfied; (2) that Mr. Agarwal did not present sufficient evidence to meet his burden of proof; and (3) that, even if Mr. Agarwal presented some evidence showing that the Eastern District of Virginia lacked personal jurisdiction over him, or that the judgment was obtained by fraud, the facts demonstrate that his claims lacked merit.

On January 23, 2015, the circuit court entered a scheduling order setting a hearing on the motion to vacate and the motion to strike for April 6, 2015. However, neither Mr. Agrawal's counsel nor Southern Bank's counsel received a copy of this order and remained unaware of the hearing until April 1, 2015, when counsel for Southern Bank received a phone call from the circuit court about the upcoming hearing. As a result, on April 3, 2015, both parties submitted a consent motion requesting that the court cancel the April 6 hearing and hold the motions in abeyance pending a request by either party. That same day, two additional attorneys entered their appearance as co-counsel for Mr. Agarwal.

Despite the parties' proposed consent order, the circuit court proceeded with the April 6 hearing on the motion to vacate and the motion to strike. The following exchange occurred between the circuit court and the parties' attorneys at the start of that hearing:

[SOUTHERN BANK'S COUNSEL]: Your Honor, I would actually ask and implore the Court to continue [this hearing] to a later date.

I will -- we will totally accept responsibility for the posture that this case is in. We did not get an electronic notice that this matter



was on the Court's docket, we learned I believe on Thursday that the hearing was going forward.

THE COURT: Well . . . then that was our fault as a court. You mean you didn't get notice of this hearing when we knew about it three weeks ago?

[SOUTHERN BANK'S COUNSEL]: We did not receive any electronic notice, Your Honor.

THE COURT: Well, I don't care if it is a smoke signal. Did you know you were supposed to have a hearing today?

[SOUTHERN BANK'S COUNSEL]: We did not until last Thursday, Your Honor.

THE COURT: Well attorneys are responsib[le] for what's in a Court file.

[SOUTHERN BANK'S COUNSEL]: You're right, and that was our error.

THE COURT: When were you aware of today's hearing?

[MR. AGARWAL'S COUNSEL]: Your Honor, I'm standing in for the attorneys whose appearance were entered Friday into this case.

THE COURT: Well why aren't they here?

[MR. AGARWAL'S COUNSEL]: I believe, Your Honor, they had previously before we were ever retained for this case had -- were going out of town for today.

THE COURT: Okay. Well, I'm thinking about issuing a show cause for those attorneys for not being here.

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[MR. AGARWAL'S COUNSEL]: . . . You're absolutely right, Your Honor, in the sense that [the attorneys] are responsible for the docket and should be aware of . . . what was pending on the docket.

I believe the parties are pretty close to resolving the outstanding issues.

THE COURT: That is meaningless to the Court . . . . A case is either settled or it's not and this case is not settled . . . . So I can't dismiss the case.

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THE COURT: I have no sympathy for either side here, I'm just trying to move the case along. If you settle it more power to you, but it's not settled and you had a scheduled hearing for today. That's what you're all missing.

You know, with all due respect to counsel, the attorneys that should be here are not even here, so nobody is taking this seriously. I guess my clerk and I are the only ones taking this seriously.

So the bottom line is the matter was on the docket today for I believe [Mr. Agarwal's] motion to vacate a money judgment; is that correct?

[SOUTHERN BANK'S COUNSEL]: Yes, Your Honor.

THE COURT: Okay. Aren't you the Defendant?

[MR. AGARWAL'S COUNSEL]: I am, and --

THE COURT: Are you in a position today to argue that issue?

[MR. AGARWAL'S COUNSEL]: I am not in a position today to argue[ ].

THE COURT: Okay.

[MR. AGARWAL'S COUNSEL]: I would ask --

THE COURT: **Well then we're going to end it right here, I can't dismiss the case, but the motion to vacate money judgment is denied. There's no proof.**

**It can proceed to the merits if need be, but I'm not going to waste anymore time on this. If the attorneys aren't interested enough to be here on a scheduled hearing then I'm sorry, but that's all we can do today.**

(Emphasis added). The same day, the circuit court entered an order denying Mr. Agarwal’s motion to vacate.

On April 16, 2015, Mr. Agrawal filed a motion to alter or amend the judgment. The motion requested that the judgment be altered or amended, or that the court exercise its revisory power and vacate its order denying the motion to vacate judgment because the parties did not receive notice of the hearing and they were attempting to resolve the case. Southern Bank opposed that motion on April 29, 2015. The circuit court denied the motion on May 7, 2015. On May 6, 2015, Mr. Agarwal appealed to this Court.

## DISCUSSION

### I.

#### Appellate Jurisdiction

Before discussing the merits of this case, we first address our capacity to review the questions presented to us by the parties. For an appellate court to exercise jurisdiction over an appeal, Maryland law requires that the trial court first enter a final judgment. *See* Maryland Code (1973, 2013 Repl. Vol), Courts and Judicial Proceedings Article (“CJP”) § 12-301 (authorizing appeals only “from a *final judgment* entered in a civil or criminal case by a circuit court.” (emphasis added)). Normally, “[a] final judgment is an order that ‘has the effect of putting a party out of court[.]’” *Spivery-Jones v. Receivership Estate of Trans Healthcare, Inc.*, 438 Md. 330, 353-54 (2014) (quoting *Amer. Bank Holdings, Inc. v. Kavanagh*, 436 Md. 457, 463 (2013)). In this case, while denying the motion to vacate, the circuit court stated: “Well then we’re going to end it right here, I can’t dismiss the case,

but the motion to vacate money judgment is denied. There’s no proof. It can proceed to the merits if need be, but I’m not going to waste anymore time on this.” Therefore, the transcript of the proceedings before the circuit court demonstrates that the court did not believe that it was entering a final judgment in this case. We thus examine whether we can exercise appellate jurisdiction in this case.

In *First Federated Commodity Trust Corp. v. Commissioner of Securities for Maryland*, analyzing whether it had jurisdiction to consider an appeal from a consent decree, the Court of Appeals noted that

a plaintiff or complainant in a law or equity action, as the case may be, has the right to an immediate appeal from an order striking a judgment or decree which has become enrolled under Maryland Rules 625 (law) or 671a (equity). . . . [L]ikewise, a defendant may appeal from an order refusing to set aside such an enrolled judgment or decree.

272 Md. 329, 333 (1974) (internal citations omitted).<sup>5</sup> The Court therefore concluded that because “the appeal now before us is from the refusal to strike or vacate an enrolled decree, it is permitted.” *Id.* Hence, it is well-settled Maryland law that “[t]he striking of an enrolled judgment—including an order of dismissal—or the refusal to do so, is in the nature of a final judgment and is appealable.” *Estime v. King*, 196 Md. App. 296, 302 (2010) (citing *Kraft v. Sussex Const. Corp.*, 35 Md. App. 309, 310-11 (1977)). Consequently, the

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<sup>5</sup> The Court of Appeals’ analysis in *First Federated Commodity* relied on former Rule 625, which governed a court’s revisory power over a judgment. See Md. Rule of Procedure 625 (1975). This same power is now governed by current Maryland Rule 2-535. See *Picket v. Noba*, 114 Md. App. 552, 559 (1997) (relying on the Court of Appeals’ interpretation of former Rule 625 and noting that a plaintiff had a right to appeal the enrollment of an Ohio judgment under Md. Rule 2-535).

circuit court’s April 6, 2015 order denying Mr. Agarwal’s motion to vacate is in the nature of a final order, and this Court can exercise appellate jurisdiction in this matter.

## II.

### **Personal Jurisdiction**

Mr. Agarwal’s principal argument in this case is that the circuit court should not have enrolled the judgment of the Eastern District of Virginia in Maryland because the court in Virginia court lacked personal jurisdiction over him to properly render the judgment. Mr. Agarwal also avers that the circuit court should have held an evidentiary hearing on the matter to determine whether the Eastern District of Virginia had jurisdiction. Southern Bank responds by arguing that Mr. Agarwal was subject to personal jurisdiction in Virginia and that, as a result, the Eastern District of Virginia properly rendered its judgment. Southern Bank further argued that Mr. Agarwal waived personal jurisdiction by entering a general appearance and litigating the Virginia case.

The United States Constitution states: “Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State.” U.S. Const. art. IV, § 1. The Supreme Court of United States has consistently interpreted this constitutional provision to require that “the judgment of a state court should have the same credit, validity and effect, in every other court of the United States, which it had in the state where it was pronounced[.]” *Hampton v. McConnel*, 16 U.S. 234, 235 (1818) (opinion by Marshall, C.J.). *See also Underwriters Nat. Assur. Co. v. N. Carolina Life & Acc. & Health Ins. Guar. Ass’n*, 455 U.S. 691, 704 (1982). Therefore, in Maryland, a foreign

judgment by a court in one of our sister states “is ‘presumed valid until it is declared invalid by a competent court.’” *Oxendine v. SLM Capital Corp.*, 172 Md. App. 478, 484 (2007) (quoting *Imperial Hotel, Inc. v. Bell Atlantic Tri-Con Leasing Corp.*, 91 Md. App. 266, 271-72 (1992)). However, “a judgment of a court in one State is conclusive upon the merits in a court in another State *only if the court in the first State had power to pass on the merits—had jurisdiction, that is, to render the judgment.*” *Durfee v. Duke*, 375 U.S. 106, 110 (1963) (emphasis added).

Maryland adopted the Uniform Enforcement of Foreign Judgments Act (“UEFJA”), CJP §§ 11-801 *et seq.*, to govern the filing and enforcement of foreign judgments in 1987. 1987 Md. Laws, ch. 497 (H.B. 685). The statute “requires Maryland courts to examine whether the foreign judgment is entitled to full faith and credit under the laws of Maryland” and “places the onus on the trial judge of the ‘receiving’ forum to determine whether the foreign court properly exercised jurisdiction.” *Oxendine*, 172 Md. App. at 485 (citations omitted). Because we presume that a judgment by a court in a sister state is valid, “the burden is on a resisting party to establish that the rendering court lacked either subject matter or personal jurisdiction.” *Legum v. Brown*, 395 Md. 135, 145-46 (2006) (citations omitted). “[W]hen a colorable challenge to the jurisdiction of the foreign court is raised, the Maryland court *is required to conduct an evidentiary hearing* to determine whether the foreign court had jurisdiction to render the judgment.” *Oxendine*, 172 Md. App. at 485 (emphasis added) (citing *Legum*, 395 Md. at 147). However, “if the foreign court’s jurisdiction was raised and fully litigated in the foreign court, then principles of *res judicata*

preclude relitigation of the question in Maryland.” *Id.* at 486 (citing *Legum*, 395 Md. at 147).

In this case, Mr. Agarwal presented a December 4, 2014 affidavit affirming, *inter alia*: (1) that he has been a Maryland resident since 1973; (2) that he was a 20% investor in Praestens and a passive member of the company; (3) that he did not conduct any business in Virginia; (4) that he signed the guaranty in Prince George’s County, Maryland; (5) that he did not retain Praestens’ counsel to represent him personally in the proceedings before the Eastern District of Virginia; and (6) that, in the Virginia litigation, Praestens’ counsel filed and served a document “admitting” that Mr. Agarwal was subject to personal jurisdiction in Virginia without his consent, knowledge, or authorization. As a result, Mr. Agarwal raised a colorable challenge to the Eastern District of Virginia’s personal jurisdiction and the circuit court scheduled a hearing on the matter.

Yet, although the UEFJA “places the onus on the trial judge of the ‘receiving’ forum to determine whether the foreign court properly exercised jurisdiction,” *see Oxendine*, 172 Md. App. at 485 (citations omitted), neither the order denying Mr. Agarwal’s motion to vacate nor the transcripts of the April 6 proceedings explain the circuit court’s reasoning in denying Mr. Agarwal’s motion. Furthermore, the UEFJA requires that Maryland courts “conduct an evidentiary hearing to determine whether the foreign court had jurisdiction to render the judgment” when a party presents colorable challenge to the jurisdiction of a foreign court and the jurisdiction issue was not fully litigated in the foreign court. *Id.* at 485-86. In the present case the record demonstrates that the jurisdiction issue was not

fully litigated in Virginia where counsel for Praestans simply conceded to jurisdiction on behalf of Mr. Agarwal. The circuit court, therefore, was required to conduct an evidentiary hearing on the issue in this case.

We review the circuit court's refusal to revise or vacate an enrolled judgment under an abuse of discretion standard. *Estime*, 196 Md. App. 296, 302-03 (2010) (citing *J.T. Masonry Co. v. Oxford Constr. Services, Inc.*, 74 Md. App. 598, 607 (1988)). We note also that, where the court recognizes its right to exercise discretion but declines to do so, the court abuses its discretion. *See Hart v. Miller*, 65 Md. App. 620, 626-27 (1985) (citing *Berryman v. United States*, 378 A.2d 1317 (D.C.App.1977)). Here, there was no evidentiary hearing conducted and we cannot ascertain the circuit court's reasoning for denying Mr. Agarwal's motion to vacate. Thus, we cannot evaluate whether the court properly exercised its discretion and cannot meaningfully review the issues in this case.

In *Wilson v. State*, the Court of Appeals, while reviewing an objection in a criminal case, described the course of action that an appellate court should take when a relevant portion of a proceeding is not properly recorded and transcribed. 334 Md. 469, 477-78 (1994). The Court explained that:

for an appellate court meaningfully to review an objection, it must know what the precise objection was, perhaps the grounds of the objections, and the context in which the question prompting the objection was asked. Where that knowledge is not known or knowable, through no fault of the parties, the only feasible alternative is to provide the defendant with a new trial, provided that the defendant has borne the burden of establishing the relevance of the missing portions of the record to the issue on appeal



334 Md. 469, 478 (1994). Similarly, in *Colao v. County Council of Prince George's County*, an administrative law case, this Court stated: “so important are well-reasoned and articulated administrative findings that a reviewing court may not uphold an agency's decision without them. This is because in the absence of reasoned administrative analysis a reviewing court is unable to determine the basis of the agency's action.” 109 Md. App. 431, 454 (1996) (internal citations omitted). In *Reuter v. Reuter*, a child-support case, this Court noted that “[t]he record lacks a definitive basis for our review. We cannot determine whether the court's findings of fact were clearly erroneous, nor can we determine whether the court properly made the required calculations.” 102 Md. App. 212, 236 (1994). The trial court’s decision was vacated and the case was remanded for further proceedings. *Id.*

Here, we do not know the circuit court’s reasoning for denying Mr. Agarwal’s motion to vacate. The trial court was understandably frustrated when the parties arrived for a scheduled hearing unprepared to argue the pending motion. Under the requirements of the UEFJA, however, the correct response was not to deny the motion outright but to either reschedule the evidentiary hearing or treat the parties as having waived their opportunity to present evidence at a hearing and proceed to consider the motion on the papers only. We therefore remand this case to the Circuit Court for Anne Arundel County to conduct an evidentiary hearing to determine whether the United States District Court for

the Eastern District of Virginia had jurisdiction to render the judgment against Mr. Agarwal.

**JUDGMENT OF THE CIRCUIT  
COURT FOR ANNE ARUNDEL  
COUNTY VACATED; CASE  
REMANDED TO THAT COURT  
FOR FURTHER PROCEEDINGS  
CONSISTENT WITH THIS  
OPINION.**

**COSTS ASSESSED TO APPELLEE.**