**MISSOURI COURT OF APPEALS**
**WESTERN DISTRICT**

**VEERAL BHOOT, D.O., ET AL.,**
**APPELLANTS/APPELLANT-RESPONDENT,**
**v.**
**701-709 NE WOODS CHAPEL ROAD, LLC, ET AL.,**
**RESPONDENT/RESPONDENTS-APPELLANTS.**

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DOCKET NUMBER WD86805
(consolidated with WD86825 and WD86860)

DATE: DECEMBER 17, 2024

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Appeal From:

Jackson County Circuit Court
The Honorable James F. Kanatzar, Judge

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Appellate Judges:

Division One: Lisa White Hardwick, Presiding Judge, Cynthia L. Martin, Judge, and Janet Sutton, Judge

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Attorneys:

Mark Murphy, Overland Park, KS, for Appellants/Appellant Respondent.

Scott Hunter, Kansas City, MO, for Respondent/Respondents-Appellants.

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS**
**WESTERN DISTRICT**

**VEERAL BHOOT, D.O., ET AL.,**
**APPELLANTS/APPELLANT-RESPONDENT,**
**v.**
**701-709 NE WOODS CHAPEL ROAD, LLC, ET AL.,**
**RESPONDENT/RESPONDENTS-APPELLANTS.**

WD86805 Jackson County

Before Division One Judges: Lisa White Hardwick, Presiding Judge, Cynthia L. Martin, Judge, and Janet Sutton, Judge

Veeral Bhoot, VSUJ Woods Chapel, LLC, and Diamond Diagnostic Center, LLC appeal, and 701-709 NE Woods Chapel Road, LLC ("701-709 Woods Chapel") and Paramjeet Sabharwal cross-appeal, from the trial court's final judgment following two bench trials and one jury trial that collectively resolved five claims that the Appellants alleged against the Cross-Appellants relating to contracts for the sale of real estate and medical equipment. The Appellants assert that the trial court committed error in finding that the Appellants were not entitled to specific performance of the contracts and in awarding damages to one of the Appellants for lost rental revenues from only two of four leases entered into in anticipation of purchasing real estate owned by the Cross-Appellants. The Cross-Appellants challenge the trial court's award of attorney fees and expenses to one of the Appellants.

**AFFIRMED.**

**Division One holds:**

(1) It is clear from the record that the trial court weighed whether complete justice would result from granting the Appellants specific performance of the contracts and concluded that it would not because Bhoot would reap the benefit of his unfounded threats to terminate the contracts.

(2) In failing to challenge the consistency of the verdicts before the jury was discharged, the Appellants waived any objection to the consistency of the verdicts so that the issue is unpreserved for appeal.

(3) In light of the length and complexity of the case, some of which was attributable to the actions of the Cross-Appellants, the trial court did not abuse its discretion in awarding VSUJ attorney fees and expenses totaling $162,440.83.

**Opinion by: Cynthia L. Martin, Judge** December 17, 2024

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