

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13

MR.MILAN THAKAR  
Plaintiff Below,  
Appellee

VS

MR. RONALD AKA IBRA DORSEY  
Defendant Below,  
Appellant

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C.A. No. JP13-23-011093

TRIAL DE NOVO

Submitted: January 22, 2024  
Decided: January 25, 2024

**APPEARANCES:**

Milan Thakar, Plaintiff, appeared represented by attorney Alex Smalls Esquire  
Ronald AKA Ibra Dorsey, appeared Pro se

Sean McCormick, Deputy Chief Magistrate, Justice of the Peace  
Peter Burcat, Justice of the Peace  
Gerald Ross III, Justice of the Peace

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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13**

**CIVIL ACTION NO: JP13-23-011093**

**MILAN M THAKAR VS RONALD DORSEY AKA/IBRAHEEM DORSE**

**ORDER ON TRIAL DE NOVO**

The Court has entered a judgment or order in the following form:

A three-judge panel consisting of Deputy Chief Magistrate Sean McCormick and Judges Peter Burcat and Gerald Ross convened to consider the above-referenced matter. Present for the Plaintiff was Alex Smalls, Esq. The Defendant appeared *pro se*. Initially the Defendant sought a continuance, claiming that he believed the Community Legal Aid Society had agreed to represent him. From a review of the docket, he was advised that they had reviewed the case on November 2, 2023 but had never entered an appearance. For that reason, his request was denied. He renewed his request, claiming that changes to the law (here, he refers to Senate Substitute No. 1 for Senate Bill 1 as amended by House Amendment No. 1 which passed during the first half of the 152nd General Assembly) allowed him a right to counsel – and as such, the matter should be continued. The Court advised that the bill currently only applied to cases filed after November 22, 2023 and currently (due to shortages of attorneys that could provide such representation) only tenants that rent properties located within the 19801 zip code. This case was filed on September 6, 2023; the property in question is within the 19802 zip code. As such, the new law does not apply in this instance. Accordingly, his continuance request was again denied.

The case in question sought possession only and hinged on a 60 day notice of non-renewal sent by Plaintiff's counsel to the Defendant. The notice was in conformance with the requirements set forth within 25 Del. Code § 5106 and timely sent. As such, it was sufficient for its purpose. When asked how he believed the letter was without standing, the Defendant claimed that the parties had entered into a 15 year rent-to-own agreement and as such he could not be non-renewed. When pressed on this issue, he admitted that he was not currently in a position to evidence his assertion. He had earlier filed with the court (untimely, but none-the-less reviewed) a one-year lease signed between he and the Plaintiff that advised that after the lease had expired it would continue on a month-to-month basis. Since that lease had never been renewed, its existence only underscored the validity of the 60 day non-renewal.

Since the Defendant demonstrated no means by which the notice was without standing, judgment was entered in favor of the Plaintiff for possession of the unit in question. Costs were waived by the Plaintiff.

IT IS SO ORDERED 25th day of January, 2024

/s/ SEAN MCCORMICK  
DEPUTY CHIEF MAGISTRATE  
ON BEHALF OF THREE JUDGES



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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