

Circuit Court for Montgomery County
Case No.: C-15-CV-23-000394

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 2082

September Term, 2023

HARVINDER BINDRA

v.

WINDOW NATION LLC

Nazarian,
Reed,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 4, 2024

*This is a per curiam opinion. Consistent with Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

Harvinder Bindra, appellant, hired Window Nation LLC, appellee, to perform certain home improvements at his residence. Bindra agreed to pay Window Nation \$64,502 to replace 40 windows and 3 doors. When Bindra refused to pay the full price after Window Nation completed its work, the company sued him in the Circuit Court for Montgomery County alleging breach of contract. After a hearing, the circuit court granted summary judgment to Window Nation. Bindra moved for reconsideration, which the court denied, and this appeal timely followed.

We review a circuit court’s grant of summary judgment *de novo*. *Westminster Mgmt., LLC v. Smith*, 486 Md. 616, 637 (2024). In doing so, we “undertake[] an independent review of the record to determine whether a genuine dispute of material fact exists and whether the moving party is entitled to judgment as a matter of law.” *Id.* (cleaned up).

To prevail on its breach-of-contract claim, Window Nation had to prove: (1) Bindra owed the company a contractual obligation; and (2) he breached that obligation. *Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). Window Nation attached a copy of the contract to its summary-judgment motion. In its motion, the company stated that it had completed all the work required and that Bindra had not paid the full contract price. The motion was supported by an affidavit as required by Maryland Rule 2-501(a). Thus, Window Nation established its claim for breach of contract.

But still, Bindra contends, in essence, that summary judgment was inappropriate because there was a genuine dispute of material fact. According to him, “Window Nation did not complete the work.” Bindra did not present any evidence at the hearing, and his

opposition to Window Nation’s motion was not supported by an affidavit. *See* Md. Rule 2-501(b). As a result, the circuit court did not consider it. To be sure, Bindra did attach as an exhibit to his motion for reconsideration, 2 pages of a purported 20-page independent window inspection that alleged Window Nation had not installed all the windows required under the contract.¹ But he still did not support his motion with an affidavit or any other attestation about the authenticity of the incomplete report or the factual allegations in his motion. Consequently, the circuit court still could not consider them. *See* Md. Rule 2-311(d). The court therefore did not err or abuse its discretion in granting summary judgment to Window Nation and denying reconsideration.

**JUDGMENT OF THE CIRCUIT
COURT FOR MONTGOMERY
COUNTY AFFIRMED. COSTS TO
BE PAID BY APPELLANT.**

¹ Bindra attached to his brief, filed in this Court, the contract and the same two pages of the purported inspection, but he also attached photographs and other documents that were never presented to the circuit court. Bindra is “not entitled to supplement the record” on appeal. *Franklin Credit Mgmt. Corp. v. Nefflen*, 208 Md. App. 712, 724 (2012) (cleaned up). Our review is confined “to the evidence actually before the [circuit] court when it reached its decision.” *Id.* (cleaned up). Accordingly, we do not consider these photographs and additional documents in reaching our decision.