

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Abdul Afridi, (Claimant) vs. Morgan Stanley Dean Witter & Co., Arun Sengupta, and Adel Afridi, (Respondents)

Case Number: 01-03013

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Abdul Afridi, hereinafter referred to as "Claimant": Kim Steven Juhase, Esq., Novak & Juhase, Roseland, NJ.

Respondents, Morgan Stanley Dean Witter & Co. ("MSDW") and Arun Sengupta ("Sengupta"): Edward W. Larkin, Esq., First Vice President/Senior Attorney, Morgan Stanley Dean Witter & Co., New York, NY.

Respondent, Adel Afridi ("Afridi"), appeared *pro se*.

CASE INFORMATION

Statement of Claim filed on or about: June 6, 2001.

Claimant signed the Uniform Submission Agreement: March 30, 2001.

Statement of Answer filed by MSDW on or about: April 18, 2002.

MSDW did not sign a Uniform Submission Agreement.

Sengupta did not file a Statement of Answer or sign a Uniform Submission Agreement.

Afridi did not file a Statement of Answer or sign a Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: inadequate supervision; negligence; unsuitability; and breach of fiduciary duty. Claimant's claim involved unspecified stocks.

Unless specifically admitted in its Answer, MSDW denied the allegations made in the Statement of Claim and asserted the following defenses: Claimant's claims are barred by the doctrines of waiver, ratification, laches, and estoppel; Claimant failed to mitigate his damages; if Claimant had complained to MSDW within a reasonable time period, the firm would have been able to assist him in limiting his losses; Claimant chose to wait until the trading in question became unprofitable before he complained, thereby preventing MSDW from acting on his behalf; and Claimant's claims may be barred by the applicable statutes of limitations or periods of eligibility.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$180,000.00, plus interest at the rate of 9% accruing from June 1, 2000, attorneys' fees, and punitive damages.

MSDW requested that the Statement of Claim be dismissed, and that costs of this proceeding be assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

MSDW, Sengupta, and Afridi did not file with NASD Dispute Resolution properly executed submissions to arbitration, but are required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and are bound by the determination of the Panel on all issues submitted.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. MSDW is solely liable for and shall pay to Claimant the sum of \$150,000.00 as compensatory damages, plus interest in the amount of \$30,000.00.
2. MSDW is solely liable for and shall pay to Claimant the sum of \$40,000.00 as attorneys' fees.
3. Claimant's request for punitive damages is hereby denied.

4. Claimant's claims against Sengupta and Afridi are hereby dismissed.
5. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Morgan Stanley Dean Witter & Co. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,500.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel x \$1,125.00	= \$1,125.00
Pre-hearing conference: April 22, 2002	1 session

Three (3) Hearing sessions x \$1,125.00	= \$3,375.00
Hearing Dates: February 12, 2003	2 sessions
February 13, 2003	1 session

Total Forum Fees	= \$4,500.00
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1. The Panel has assessed \$2,250.00 of the forum fees against Claimant.
2. The Panel has assessed \$2,250.00 of the forum fees against MSDW.

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 300.00
<u>Forum Fees</u>	<u>= \$2,250.00</u>
Total Fees	= \$2,550.00
<u>Less payments</u>	<u>= \$ 300.00</u>
Balance Due NASD Dispute Resolution	= \$2,250.00

2. MSDW is solely liable for:

Member Fees	= \$4,600.00
<u>Forum Fees</u>	<u>= \$2,250.00</u>
Total Fees	= \$6,850.00
<u>Less payments</u>	<u>= \$4,600.00</u>
Balance Due NASD Dispute Resolution	= \$2,250.00

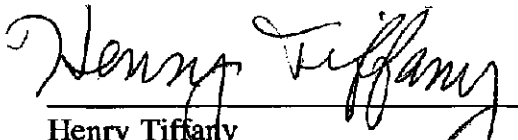
All balances are payable to NASD Dispute Resolution, and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

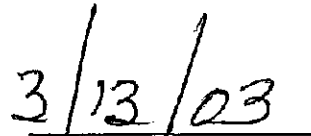
Henry Tiffany	-	Public Arbitrator, Presiding Chair
Mary Lou McGanney, Ph.D	-	Public Arbitrator
George F. Janos	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Henry Tiffany
Public Arbitrator, Presiding Chair



Signature Date

Mary Lou McGanney, Ph.D
Public Arbitrator

Signature Date

George F. Janos
Non-Public Arbitrator

Signature Date

March 24, 2003
Date of Service (For NASD Dispute Resolution use only)

ARBITRATION PANEL

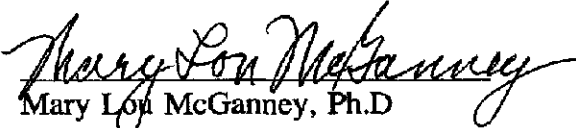
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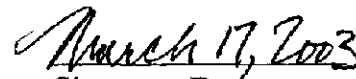
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Award Page 7

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