

The Supreme Court of the State of Louisiana

IOANNIS MAROULIS

No.2021-CC-00384

VS.

ENTERGY LOUISIANA, LLC, ET AL.

IN RE: Hotel Investors, LLC - Applicant Defendant; Expotel Hospitality Services, LLC - Applicant Defendant; Applying For Writ Of Certiorari, Parish of Jefferson, 24th Judicial District Court Number(s) 793-761, Court of Appeal, Fifth Circuit, Number(s) 20-C-226;

June 08, 2021

Writ application granted. See per curiam.

JDH

SJC

WJC

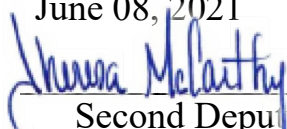
JBM

PDG

Weimer, C.J., would grant and docket.
Genovese, J., would deny.

Supreme Court of Louisiana

June 08, 2021



Second Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2021-CC-00384

IOANNIS MAROULIS

VERSUS

ENTERGY LOUISIANA, LLC, ET AL.

**ON WRIT OF CERTIORARI TO THE COURT OF APPEAL,
FIFTH CIRCUIT, PARISH OF JEFFERSON**



PER CURIAM.

Third party defendant Castleman, Donlea and Associates, LLC (“Castleman”) filed a motion for summary judgment in the district court seeking to be dismissed from the third party demand of defendant Hotel Investors, LLC, based on an illegal, and therefore absolutely null, construction contract between the parties. The purpose of the construction contract was completed by, and contractual payment was made to, Castleman. During the construction project the plaintiff suffered an electrical injury on the job site, the safety of which was allegedly the responsibility of Castleman. Nevertheless, Castleman seeks to avoid responsibility for damages by raising the nullity of the contract, as he was not a licensed contractor in this state, in violation of La. R.S. 37:2160(A)(1).

The trial court denied Castleman’s motion for summary judgment, and the appellate court reversed and granted summary judgment in Castleman’s favor, dismissing the third party demand against it.

We find La. C.C. art. 2033 applicable, providing in pertinent part: “An absolutely null contract, or a relatively null contract that has been declared null by the court, is deemed never to have existed. . . . Nevertheless, a performance rendered under a contract that is absolutely null because its object or its cause is illicit or

immoral may not be recovered by a party who knew or should have known of the defect that makes the contract null. . . .” Further, 1984 Revision Comment (c) to La. C.C. art. 2033 states: “[A] *party who knew or should have known at the time of contracting of a defect* that made the contract absolutely null *may not avail himself of the nullity when the purpose of the illegal contract has been accomplished. . . .*” This conclusion flows naturally from the principle expressed in the traditional Roman maxim, *nemo propriam turpitudinem allegare potest* (*no one may invoke his own turpitude*), sometimes called the ‘clean hands’ doctrine. . . .” (Emphasis added.)

For these reasons, we conclude that the district court could not be said to have erred in denying Castleman’s motion for summary judgment. Therefore, we grant the instant writ application, reverse the appellate court, and reinstate the district court judgment.

WRIT GRANTED; APPELLATE COURT REVERSED; DISTRICT COURT JUDGMENT REINSTATED.