

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

~~ENTERED ON DOCKET~~  
JAN 26 2007

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IN RE:

||  
CASE NO. 05-94765

Alex Wang,

CHAPTER 7

Debtor.

JUDGE MASSEY  
\_\_\_\_\_  
||

ORDER DENYING DEBTOR'S MOTION TO REOPEN THIS CHAPTER 7 CASE

On November 17, 2006, the Court entered an order in the above-referenced Chapter 7 case discharging Debtor and closing the estate. On January 2, 2007, Debtor filed a motion to reopen this Chapter 7 case in order to execute a reaffirmation agreement.

Reaffirmation agreements are unenforceable unless the "agreement was made before the granting of the discharge . . ." 11 U.S.C. § 524(c)(1). Nothing in Debtor's motion indicates that the reaffirmation agreement at issue was "made" within the meaning of section 524(c)(1) prior to Debtor's discharge. Indeed, the motion indicates otherwise since it suggests that Debtor has not yet executed the agreement. *See In re Collins*, 243 B.R. 217, 220 (Bankr. D. Conn. 2000) ("for Section 524(c)(1) purposes, a reaffirmation agreement is 'made' no earlier than the time when the requisite writing which embodies it has been fully executed by the debtor . . ."). Accordingly, the reaffirmation agreement at issue is unenforceable. *See Chase Auto. Fin., Inc. v. Kinion (In re Kinion)*, 207 F.3d 751, 756 (5th Cir. 2000).

Pursuant to section 350(b) of the Bankruptcy Code, a case may be reopened "to administer assets, to accord relief to the debtor, or for other cause." 11 U.S.C. § 350(b). "If reopening a

bankruptcy case would serve no purpose, then cause to reopen does not exist.” *In re James*, 2005 Bankr. LEXIS 288 (Bankr. N.D. Ga 2005). Since the reaffirmation agreement at issue is unenforceable, reopening Debtor’s Chapter 7 case would serve no purpose. Accordingly, it is

ORDERED that Debtor’s motion to reopen his Chapter 7 case is DENIED.

Dated: January 24, 2007.

  
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JAMES E. MASSEY  
U.S. BANKRUPTCY JUDGE