

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
WISCONSIN

SriRaj Kantamneni v. Forest Light Capital LLC

Kantamneni · No. 25-C-752 · Decided January 12, 2026

SUMMARY

The United States District Court for the Eastern District of Wisconsin denied Forest Light Capital LLC’s motion to dismiss an amended breach-of-contract complaint or, alternatively, to transfer venue to Virginia. The court held that the Promissory Note’s jurisdiction and venue provisions were permissive rather than mandatory and that Defendant had not shown that transfer was warranted under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Eastern District of Wisconsin
WRITING FOR THE COURT	William C. Griesbach
JURISDICTION	United States District Court for the Eastern District of Wisconsin
DECIDED	January 12, 2026
DOCKET	25-C-752
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the amended complaint for improper venue under Rule 12(b)(3) or, alternatively, to transfer the action to Virginia under 28 U.S.C. § 1404(a).
STANDARD OF REVIEW	A forum-selection clause does not make venue improper under Rule 12(b)(3); enforcement of such a clause is generally considered through a motion to transfer under 28 U.S.C. § 1404(a). The party seeking transfer bears the burden of showing, by reference to particular circumstances, that the transferee forum is clearly more convenient.
PRECEDENTIAL VALUE	unknown
PARTIES	Forest Light Capital LLC v. SriRaj Kantamneni

TOPICS

- venue
- motions to dismiss
- forum non conveniens
- contract interpretation
- breach of contract

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether the Promissory Note contained a mandatory forum-selection clause requiring the action to be filed in Virginia.
2. Whether dismissal for improper venue was appropriate under Federal Rule of Civil Procedure 12(b)(3).
3. Whether the action should be transferred to Virginia under 28 U.S.C. § 1404(a).

HOLDINGS

1. The Promissory Note's jurisdiction and venue provisions were permissive rather than mandatory because they allowed, but did not require, suit in Virginia and imposed the relevant submission and waiver obligations on the Borrower, not the Noteholder.
2. Dismissal for improper venue was not appropriate because the Promissory Note did not require the action to be filed in Virginia.
3. Transfer to Virginia was denied because Defendant did not establish, by reference to particular circumstances, that Virginia was clearly more convenient or that transfer served the interest of justice.

KEY QUOTATIONS

“Section 10.4 does not mandate that suits be filed in Virginia.”

“In sum, although the Borrower submitted to Jurisdiction and venue in Virginia courts, the Noteholder did not.”

“Stated differently, the Promissory Note does not state that suits shall be brought in Virginia courts, only that they may be brought in them.”

“The movant . . . has the burden of establishing, by reference to particular circumstances, that the transferee forum is clearly more convenient.”

FACTUAL BACKGROUND

Kantamneni, the Noteholder under a Promissory Note, alleged that Forest Light Capital failed to pay amounts owed under the Note. The Note stated that the Borrower submitted to jurisdiction in Virginia courts and waived objections to venue and inconvenient forum in those courts. The court concluded that these provisions did not restrict the Noteholder from filing suit elsewhere.

PROCEDURAL HISTORY

SriRaj Kantamneni sued Forest Light Capital LLC for breach of a Promissory Note. Defendant argued that the Note required litigation in Virginia. The district court denied both dismissal and transfer and directed the clerk to schedule a Rule 16 conference.

DISPOSITION

other

CASES CITED

- Atl. Marine Constr. Co. v. United States Dist. Ct. for the W. Dist. of Tex., 571 U.S. 49, 59 (2013)
- Kochert v. Adagen Med. Int'l, Inc., 491 F.3d 674, 697 n.2 (7th Cir. 2007)
- Paper Exp., Ltd. v. Pfankuch Maschinen GmbH, 972 F.2d 753, 757 (7th Cir. 1992)
- IAC/InterActiveCorp v. Roston, 44 F.4th 635, 643 (7th Cir. 2022)
- Coffey v. Van Dorn Iron Works, 796 F.2d 217, 219-20 (7th Cir. 1986)

OPINION

Kantamneni

PER CURIAM.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
SRIRAJ KANTAMNENI,

Plaintiff, v. Case No. 25-C-752

FOREST LIGHT CAPITAL LLC,
Defendant.

DECISION AND ORDER DENYING DEFENDANT'S
MOTION TO DISMISS AMENDED COMPLAINT OR,
ALTERNATIVELY, TO TRANSFER VENUE TO VIRGINIA

Plaintiff SriRaj Kantamneni brought this action asserting a breach of contract claim against Defendant Forest Light Capital LLC. In particular, Plaintiff alleges that Defendant has failed to pay the amounts owed under the terms of the parties' Promissory Note. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. This matter comes before the court on Defendant's motion to dismiss or, alternatively, to transfer venue. Defendant asserts that the Promissory Note contains a mandatory forum selection clause that requires the parties to litigate the case in Virginia. For the following reasons, the motion will be denied. Rule 12(b)(3) of the Federal Rules of Civil Procedure permits a defendant to raise the defense of "improper venue" before filing an answer. Fed. R. Civ. P. 12(b)(3). The Supreme Court has held that "[a]lthough a forum-selection clause does not render venue in a court 'wrong' or 'improper' within the meaning of § 1406(a) or Rule 12(b)(3), the clause may be enforced through a motion to transfer under 28 U.S.C. § 1404(a)." Atl. Marine Constr. Co., Inc. v. United States District Court for the Western District of Texas, 571 U.S. 49, 59 (2013). Under § 1404, "[f]or the convenience of the parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have

consented.” 28 U.S.C. § 1404(a). “[J]urisdiction, venue, and forum clauses can be mandatory (exclusive) or permissive (nonexclusive).” *Kochert v. Adagen Med. Int’l, Inc.*, 491 F.3d 674, 697 n.2 (7th Cir. 2007). Seventh Circuit federal contract “law is clear: where venue is specified with mandatory or obligatory language, the clause will be enforced; where only jurisdiction is specified, the clause will generally not be enforced unless there is some further language indicating the parties’ intent to make venue exclusive.” *Paper Exp., Ltd. v. Pfankuch Maschinen GmbH*, 972 F.2d 753, 757 (7th Cir. 1992). “The central inquiry, then, is whether a clause is merely a party’s consent to a court’s jurisdiction—constituting a permissive forum selection clause—or whether the clause has mandatory language specifying that disputes under the contract ‘shall’ or ‘will’ be litigated in a specific venue or forum.” *IAC/InterActiveCorp v. Roston*, 44 F.4th 635, 643 (7th Cir. 2022) (citations omitted). The Promissory Note contains the following provisions regarding jurisdiction and venue: 10.4 Submission to Jurisdiction. The Borrower hereby irrevocably and unconditionally (i) agrees that any legal action, suit, or proceeding arising out of or relating to this Note may be brought in the courts of the State of Virginia or of the United States of America for the Fairfax County Circuit Court and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit, or proceeding. Final judgment against the Borrower in any action, suit, or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. 10.5 Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Note in any court referred to in Section 10.4 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Dkt. No. 18-1 at 8. Section 10.4 does not mandate that suits be filed in Virginia. Instead, it is permissive and states only that Borrower submits to “exclusive jurisdiction” of federal or state courts located in the State of Virginia. But Plaintiff is the Lender or, in the language of the Promissory Note, the “Noteholder,” not the Borrower, and the language in Section 10.4 does not state that the Noteholder is submitting to exclusive jurisdiction in Virginia. Dkt. No. 18-1 at 1. The same is true of Section 10.5, which governs venue. While Section 10.5 states that the Borrower cannot object to the maintenance of an action or proceeding filed in Virginia, there is no language indicating the Noteholder may not choose a different venue. In sum, although the Borrower submitted to Jurisdiction and venue in Virginia courts, the Noteholder did not. Stated differently, the Promissory Note does not state that suits shall be brought in Virginia courts, only that they may be brought in them. Accordingly, the clause must be read as permissive, not mandatory. For these reasons, dismissal for improper venue is not appropriate in this case. Defendant moves for transfer as an alternative to dismissal but does not elaborate on why transfer would be in the interest of justice. See *Coffey v. Van Dorn Iron Works*, 796 F.2d 217, 219-20 (7th Cir. 1986) (“The movant . . . has the burden of establishing, by reference to particular circumstances, that the transferee forum is clearly more convenient.”). As a result, Defendant’s motion to transfer venue will be denied. IT IS THEREFORE ORDERED that

Defendant's motion to dismiss the amended complaint or, alternatively, to transfer venue to Virginia (Dkt. No. 21) is DENIED. The clerk is directed to set the matter on the court's calendar for a Rule 16 scheduling conference. Dated at Green Bay, Wisconsin this 12th day of January, 2026. A William C. Griesbach United States District Judge

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