

**BLOGS**

Choice of Forum/Venue

# Wisconsin Federal Court Transfers Venue to Indiana Notwithstanding Forum Selection Clause

03/06/2025 | less than a minute

A federal court in Wisconsin recently transferred a franchisor's breach of contract lawsuit to Indiana, the location of the franchisee, even though the parties' supply agreement contained a Wisconsin forum selection clause. *Convenience Stores Leasing & Mgmt., LLC v. Singh*, 2025 WL 470458 (E.D. Wis. Feb. 12, 2025).

In 2010, the parties entered into a fuel supply agreement in which the parties agreed that Convenience Stores Leasing & Management would be the exclusive fuel supplier for the gas station operated by Singh for 25 years. In 2024, Singh allegedly terminated the supply agreement and debranded the station. The agreement provided for Wisconsin choice of law and venue. Convenience Stores filed suit against Singh for breach of the supply agreement in Wisconsin state court and Singh removed the action to Wisconsin federal court on the basis of diversity jurisdiction. Singh then moved to transfer venue to Indiana federal court on the grounds that it is a more appropriate forum to hear the action.

Convenience Stores argued that the action should not be transferred to Indiana federal court because the forum selection clause of the supply agreement designated a Wisconsin county circuit court as the chosen venue. The Wisconsin federal court disagreed, reasoning that the venue clause is permissive, not mandatory, because it states that litigation "may" be brought in the Wisconsin county circuit court. The Wisconsin federal court then addressed whether convenience and the interests of justice favored transfer. In determining the convenience of the parties, the court found that nearly all material events occurred in Indiana including: (i) where the station was located; (ii) the placement of fuel orders; (iii) payments for fuel; and (iv) the delivery of fuel. The court also found that the interest of justice favored transfer of the case to Indiana.

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