

**Beijing Jile Interactive Entertainment Tech. Co., Ltd.
v Yuetao Network Tech. (Beijing) Co., Ltd.**

2025 NY Slip Op 35192(U)

December 30, 2025

Supreme Court, New York County

Docket Number: Index No. 652501/2024

Judge: Nancy M. Bannon

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. NANCY M. BANNON PART 61M

Justice

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BEIJING JILE INTERACTIVE ENTERTAINMENT TECHNOLOGY CO., LTD., HANGZHOU YUEDIAN TECHNOLOGY CO., LTD., DAREN DIGITAL SCIENCE (BEIJING) TECHNOLOGY GROUP CO., LTD., HAINAN HAOLIN HAOWU TECHNOLOGY CO., LTD., WUHU MICROSCIENCE INFORMATION TECHNOLOGY CO., LTD., ZHIDING WANG NETWORK TECHNOLOGY (BEIJING) CO., LTD., ZHIDING WANG (HAIKOU) NETWORK TECHNOLOGY CO., LTD.

INDEX NO. 652501/2024
MOTION DATE 12/05/2024
MOTION SEQ. NO. 001

Plaintiffs,

- v -

DECISION + ORDER ON MOTION

YUETAO NETWORK TECHNOLOGY (BEIJING) CO., LTD., YUETAO NETWORK TECHNOLOGY (HAIKOU) CO., LTD., BEIJING WEIJIAFU TECHNOLOGY CO., LTD., CHANGTONGFU TECHNOLOGY (HAINAN) CO., LTD., NEXT TECHNOLOGY HOLDING INC.,

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74

were read on this motion to/for DISMISS

I. INTRODUCTION

In this action arising out of eleven loan agreements, defendant Next Technology Holding, Inc., the guarantor of the loans, moves, pre-answer, to dismiss the twelfth through twenty-third causes of action alleged against it on the grounds to lack of personal jurisdiction (CPLR 3211[a][8]) and inconvenient forum (CPLR 327[a]). The plaintiff lenders oppose the motion. The motion is denied.

II. BACKGROUND

The plaintiffs are related corporations headquartered in the People's Republic of China and involved in supply chain management and online marketing services. The defendants, save for Next Technology (f/k/a WeTrade Group Inc.) (the "Borrower Defendants") are Chinese

corporations that provide online services to Chinese consumers and businesses who sell products and services online. Next Technology is a Wyoming corporation, who had developed “YCloud”, a cloud-based intelligence system to be used by Chinese businesses to track marketing relationships and customer data.

From 2020 to 2022, the plaintiffs loaned the Borrower Defendants approximately \$22 million to build their e-commerce businesses in China. The loans were memorialized in eleven loan agreements that were executed on December 11, 2022. The Borrower Defendants agreed to repay the loans by March 31, 2023. Each loan agreement also contains a guaranty from Next Technology, who unconditionally guaranteed the loans and agreed to remit any unpaid principal and interest due. After the defendants defaulted under the loan agreements and guarantees, the plaintiffs initiated this action, asserting twenty-three causes of action. The first eleven causes of action are alleged against each specific Borrower Defendant for breach of the individual loan agreement. The twelfth cause of action, breach of the guaranty agreements, is alleged solely against Next Technology. The thirteenth through twenty-third causes of action, for unjust enrichment, are alleged against Next Technology and each individual Borrower Defendant under their individual loan agreement.

The instant motion ensued. The court notes that the Borrower Defendants have not appeared in this action, nor have the plaintiffs filed proof of service of the summons and complaint on the Borrower Defendants.

III. DISCUSSION

A. CPLR 327(a)

“Although a New York court may have jurisdiction over a claim, it is not, of course, compelled to retain jurisdiction if the claim has no substantial nexus with New York.” Banco Ambrosiano, S.p.A. v Artoc Bank & Tr. Ltd., 62 NY2d 65, 73 (1984) (internal citations omitted). This doctrine is applied with flexibility, on a case-by-case basis. See Martin v Mieth, 35 NY2d 414 (1974). Pursuant to CPLR 327(b), “the court shall not stay or dismiss any action on the ground of inconvenient forum, where the action arises out of or relates to a contract, agreement or undertaking to which section 5-1402 of the general obligations law applies.” New York General Obligations Law § 5-1402 provides that an action or proceeding may be maintained against a foreign corporation or non-resident where it:

[A]rises out of or relates to any contract, agreement or undertaking for which a choice of New York law has been made in whole or in part pursuant to section 5-1401 and which (a) is a contract . . . relating to any obligation arising out of a transaction covering in the aggregate, not less than one million dollars, and (b) which contains a provision or provisions whereby such foreign corporation or non-resident agrees to submit to the jurisdiction of the courts of this state.

Here, Article 5, Section 2 of the loan agreements is a forum selection clause, which provides that the parties “may initiate a lawsuit in the State of New York”. The parties to an agreement “may freely select a forum which will resolve any disputes over the interpretation or performance of the contract.” Brooke Group v JCH Syndicate 488, 87 NY2d 530, 534 (1996). Further, “[w]here a party to a contract has agreed to submit to the jurisdiction of a court, that party is precluded from attacking the court’s jurisdiction on *forum non conveniens* grounds.” Honeywell Int’l Inc. v ARC Energy Servs., Inc., 152 AD3d 444, 444 (1st Dept. 2017) (internal quotation marks omitted); see Sebastian Holdings, Inc. v Deutsche Bank, 78 AD3d 446, 447 (1st Dept. 2010); Sterling National Bank v Eastern Shipping Worldwide, Inc., 35 AD3d at 222 (1st Dept. 2006) supra at 223; National Union Fire Ins. Co. of Pittsburgh, Pa. v Worley, supra at 230.

Furthermore, a forum selection clause is *prima facie* valid and enforceable unless it is shown that enforcement “would be unreasonable and unjust or that the clause is invalid because of fraud or overreaching, such that a trial in the contractual forum would be so gravely difficult and inconvenient that the challenging party would, for all practical purposes, be deprived of [its] day in court.” Sterling National Bank v Eastern Shipping Worldwide, Inc., supra at 223 (internal quotation marks omitted). Next Technology argues that the forum selection clauses are unenforceable because the loan agreements were “permeated with fraud” in that they were made *ultra vires*, as they were signed without unanimous board approval, as required by the company’s bylaws. Next Technology alleges that the board members were unaware of these agreements until June 30, 2023. Next Technology further asserts that various “alleged shareholders” of the company initiated actions in Wyoming in an effort to take control of Next Technology, pursuant to one of the guarantees that are the subject of this action. However, these arguments and allegations concerning non-parties are insufficient at this juncture, prior to any discovery, to establish that the loan agreements and guarantees included therein were fraudulent, such that the action must be dismissed as against Next Technology. See DDJ Mgt., LLC v Rhone Group LLC, 15 NY3d 147 (2010), Tahari v Narkis, 239 AD3d 470 (1st Dept. 2025).

(B) CPLR 3211(a)(8)

Next Technology makes the same arguments in support of dismissal under CPLR 3211(a)(8) as it does in regard to CPLR 327(a). However, "by agreeing to the forum selection clause[s] in the [subject contracts], [the] defendant[s] specifically consented to personal jurisdiction over [them] in the courts of New York and thereby waived any basis to dispute New York's jurisdiction." National Union Fire Ins. Co. of Pittsburgh, Pa. v Worley, 257 AD2d 228, 231 (1st Dept. 1999).

IV. CONCLUSION

Accordingly, upon the foregoing papers, it is


ORDERED that the motion of defendant Next Technology Holding, Inc. to dismiss the complaint is denied, and it is further,

ORDERED that defendant Next Technology Holding, Inc. shall file an answer to the complaint within thirty (30) days of this order, and it is further,

ORDERED that the parties shall commence discovery, and appear for a preliminary conference on March 5, 2026, at 12:30 pm. via Teams, and it is further,

ORDERED that the Clerk shall mark the file accordingly.

This constitutes the Decision and Order of the court.



NANCY M. BANNON, J.S.C.
HON. NANCY M. BANNON

12/30/2025
DATE

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
	<input type="checkbox"/>	GRANTED	<input checked="" type="checkbox"/>	DENIED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>	REFERENCE
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	