

Ninth Circuit Affirms Order Denying Arbitration, Applying Precedent That State Law Does Not Overcome the New York Convention's Signatory Requirement to Compel Arbitration

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In a trademark dispute, Shrinivas Sugandhalaya LLP (SS LLP), an incense manufacturing company based in Mumbai, appealed the denial of its motion to compel arbitration against Balkrishna Setty and his company Shrinivas Sugandhalaya (BNG) LLP, located in Bangalore. SS LLP sought to compel arbitration under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (also known as the New York Convention), by invoking the arbitration clause in a partnership agreement to which SS LLP was not a signatory. The Ninth Circuit affirmed the denial of arbitration, relying on the requirement under the New York Convention that the party seeking to compel arbitration be a party to the arbitration agreement. The court explained that to the extent the FAA would permit a nonsignatory to invoke arbitration through certain state contract or equitable laws, the Convention's bar of arbitration would control over the FAA. The court also rejected other arguments of SS LLP, finding that they were not raised before the district court.

[Setty v. Shrinivas Sugandhalaya LLP](#), No. 18-35573 (9th Cir. June 6, 2019).

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