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Six Arbitration Agreements - And No Arbitration

Judge Abraham J. Gafni (Ret.)

That federal policy favors arbitration agreements is well-recognized. Indeed, the Federal Arbitration Act (FAA) specifically provides that, "a written provision in any ... contract evidencing a transaction involving commerce to settle by arbitration a controversy arising thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract" Accordingly, all doubts must be resolved in favor of arbitration.

Arbitration provisions are valid, of course, only if they reflect the parties' intent. What happens, however, if the parties clearly intended to arbitrate any disputes arising out of their relationship, but thereafter entered into a multitude of agreements which contained conflicting arbitration provisions? Should such differing provisions result in a finding that there was no final binding agreement between the parties regarding whether and how the arbitration should be conducted?

That was the issue considered by a divided court in the case of Ragab v. Howard, No. 15-1444 (U.S.C.A., 10th Cir., 11/21/16).

Sami Ragab had entered into six separate contracts with the defendants which set forth their business relationship. These included agreements relating to consulting; membership interest purchase; operating; assignment of limited liability company - interest; employment and noncircumvention. **READ MORE**

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