

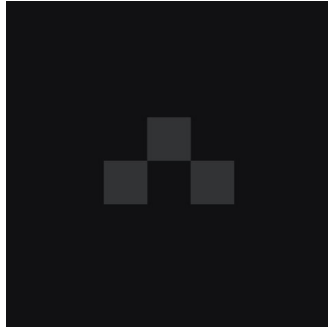
PUBLICATIONS

Conditions Precedent and Arbitrability —— Who Decides?

May 5, 2014

An arbitration agreement may provide expressly whether a court or an arbitrator should decide the issue of “arbitrability” — i.e., whether an arbitration agreement actually binds the party and applies to the dispute at hand. In the absence of an express allocation of this authority, courts presume that contracting parties intended for the courts to determine arbitrability. Substantive arbitrability questions, however, must be differentiated from conditions precedent to hearing the case. Such procedural questions are presumptively within the domain of the arbitrator. In this article, SRZ employment & employee benefits partner Holly H. Weiss and former SRZ attorney Samuel Estreicher discuss *BG Group Plc v. Republic of Argentina*, a case of considerable importance to the field of international arbitration, as well as domestic arbitration. Employment & employee benefits associate Frank P. Sabatini assisted with the article.

Related People



Holly

Weiss

Retired Partner

New York

Practices

EMPLOYMENT AND EMPLOYEE BENEFITS

Attachments

[!\[\]\(6059a5aa8b4ca7bb793408023d6c6e42_img.jpg\) Download Article](#)