

In the United States, the primary “national standard” for voiding (vacating) an arbitration award comes from the **Federal Arbitration Act (FAA)**, specifically **9 U.S.C. § 10**.

Key Grounds to Vacate an Arbitration Award

Under the FAA, a court may vacate an arbitration award only in limited circumstances:

1. Corruption, fraud, or undue means

- If the award was obtained through dishonest or improper conduct.

2. Evident partiality or corruption in the arbitrators

- For example, undisclosed conflicts of interest.

3. Arbitrator misconduct

- Such as:
 - Refusing to postpone a hearing without good cause
 - Refusing to hear material evidence
 - Other actions that prejudice a party’s rights

4. Arbitrators exceeded their powers

- When arbitrators go beyond the authority granted by the arbitration agreement.

Important Supreme Court Clarification

In **Hall Street Associates, L.L.C. v. Mattel, Inc.**, the Court held that:

- These statutory grounds are **exclusive** under the FAA.
- Parties generally **cannot expand judicial review by contract**.

“Manifest Disregard of the Law” (Gray Area)

- Historically, some courts recognized “manifest disregard of the law” as a basis to vacate.
- After *Hall Street*, many courts treat it as:

- Either no longer valid, or

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- A narrow interpretation of “exceeded powers”

So it’s **not a reliable standalone ground nationwide**, but may still appear in some circuits in limited form.

Practical Reality

Courts give **extreme deference** to arbitration awards. That means:

- Legal or factual errors alone are **not enough** to vacate
 - The standard is intentionally **very difficult to meet**
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State Law Note

- If the arbitration is governed by state law (not the FAA), similar standards often apply under versions of the **Uniform Arbitration Act**, but specifics can vary by state.