

Connecticut Supreme Court to Consider Whether Parties Can Use FAA to Extend Time to Vacate Arbitration Award

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The Connecticut Supreme Court will consider whether the parties to an arbitration agreement can circumvent Connecticut's 30-day statutory deadline for filing an application to vacate an arbitration award by including in the arbitration agreement a choice-of-law provision stating that the agreement is governed by the [Federal Arbitration Act](#), which contains a three-month time limitation for filing applications to vacate arbitration decisions.

In [A Better Way Wholesale Autos, Inc. v. Saint Paul](#), 192 Conn. App. 245 (2019), the Connecticut Appellate Court affirmed the trial court's dismissal of a plaintiff's application to vacate an arbitration award on the ground that the application was untimely because it was filed more than 30 days after the award. Under a Connecticut statute, "[n]o motion to vacate, modify or correct an award may be made after thirty days from the notice of the award to the party to the arbitration who makes the motion." The appellate court concluded as a matter of law that parties may *not* circumvent that statute by agreeing to have the FAA's three-month limitation period apply. Thus, even though the arbitration agreement at issue provided that "[a]ny arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act ... and not by any state law concerning arbitration," Connecticut's 30-day limitation applied.

A Better Way Wholesale Autos, Inc. v. Saint Paul, 192 Conn. App. 245 (2019).

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