

Interpreting Ambiguous Domestic and Foreign Arbitral Awards

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Occasionally, New York state and federal courts are asked to enforce awards that, upon close inspection, turn out to be ambiguous. The common-law doctrine of “functus officio” limits the power of arbitrators (and courts) to alter an award once the arbitrators have decided the issue. Recently, in *Gen. Re Life Corp*, the Second Circuit reinforced its well-settled exception to the common law doctrine that, when asked to confirm an ambiguous award, courts retain authority to vacate and may seek clarification from the arbitrator. See *Gen. Re Life Corp. v. Lincoln Nat'l Life Ins. Co.*, 909 F.3d 544, 549 (2d Cir. 2018). Because there is some difference with regard to how New York federal and state courts treat ambiguous awards, this article will compare the approach in the different court systems. To that end, this article will begin by discussing how New York federal and state courts treat ambiguous domestic awards in the pre-judgment and post-judgment context. Lastly, the article will discuss an issue that has seen very little consideration from New York's courts, which is how they should approach ambiguous foreign awards.

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