

Arbitrability Basics: An Illustration of the 'Autonomy' Principle

When considering an arbitration clause in a contract, one must always bear in mind the “separability” or “independence” of the arbitration agreement – the autonomy principle, writes **Narges Kakalia** in the **ADR: Advice From the Trenches** blog of Mintz Levin.

She asks: “For example, should a plaintiff be compelled to arbitrate a dispute if the contract containing the ADR clause has expired? What if the contract containing the arbitration clause is unconscionable as a matter of public policy? A plaintiff may nonetheless be compelled to arbitrate in order to resolve his dispute, as illustrated recently in a decision by the U.S. District Court for the Northern District of Texas.”

She discusses *Athas Health, LLC v. Giuffre* and explains how the court reached its decision.

Read the article.