

‘Just What Was Needed’: Another Way to Waive a Right to Arbitrate

In a **post** on the Mintz, Levin, Cohn, Ferris, Glovsky and Popeo website, **Gilbert A. Samberg** discusses the question: What if a contracting party fails to appear to seek enforcement of an enforcement clause?

“At least two New York State trial courts tell us that your unexcused default in responding to a summons and complaint can be deemed a waiver of a contractual right to arbitrate,” he writes.

Courts in those cases granted default judgments on contract claims in such circumstances notwithstanding that the contracts in question contained arbitration clauses.

Read the article.