

Construction Contracts and Arbitration Provisions: Is the Word “May” Mandatory? Maybe!

According to some courts, the traditional line of reasoning in defining “may” versus “shall” is no longer the trend in the context of arbitration provision in construction contracts, writes Matthew DeVries in **Best Practices Construction Law**.

Traditionally, the use of “may” could be interpreted as making performance permissive or optional, while “shall” makes performance mandatory.

DeVries cites a case in which the Supreme Court of Virginia held that the parties’ use of the word “may” in the dispute resolution provisions of their construction contract required mandatory participation in arbitration at the election of one of the parties.

Read the article.

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