

Jurisprudence étrangère

US SUPREME COURT

1^{er} juin 2020

**GE Energy Power Conversion France SAS
v. Outokumpu Stainless USA, LLC**

No. 18-1048

ARBITRAGE INTERNATIONAL. — ETATS-UNIS. — COUR SUPRÊME. — CLAUSE
COMPROMISSOIRE. — EXTENSION. — TIERS. — CONSENTEMENT. —
CONVENTION DE NEW YORK.

INTERNATIONAL ARBITRATION. — UNITED STATES. — SUPREME COURT. —
ARBITRATION CLAUSE. — EXTENSION. — THIRD PARTY. — CONSENT. —
NEW YORK CONVENTION.

EXTRAITS

Opinion of the Court, Justice Thomas

[...]

Chapter 1 of the Federal Arbitration Act (FAA) permits courts to apply state-law doctrines related to the enforcement of arbitration agreements. Section 2 of that chapter provides that an arbitration agreement in writing “shall be ...enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U. S. C. §2. As we have explained, this provision requires federal courts to “place [arbitration] agreements ‘upon the same footing as other contracts.’” *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior Univ.*, 489 U. S. 468, 474 (1989) (quoting *Scherk v. Alberto-Culver Co.*, 417 U. S. 506, 511 (1974)). But it does not “alter background principles of state contract law regarding the scope of agreements (including the question of who is bound by them).” *Arthur Andersen LLP v. Carlisle*, 556 U. S. 624, 630 (2009).