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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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CORTEZ BYRD CHIPS, INC. *v.* BILL HARBERT CONSTRUCTION CO., A DIVISION OF BILL HARBERT INTERNATIONAL, INC.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 98–1960. Argued January 10, 2000– Decided March 21, 2000

Petitioner Cortez Byrd Chips, Inc., and respondent Bill Harbert Construction Company agreed, *inter alia,* that any disputes arising from Harbert's construction of a Mississippi mill for Cortez Byrd would be decided by arbitration. When such a dispute arose, arbitration was conducted in Alabama and Harbert received an award. Cortez Byrd sought to vacate or modify the award in the Federal District Court for the Southern District of Mississippi, where the contract was performed; and seven days later Harbert sought to confirm the award in the Northern District of Alabama. The latter court refused to dismiss, transfer, or stay its action, concluding that venue was proper only there, and it entered judgment for Harbert. The Eleventh Circuit held that, under the Federal Arbitration Act (FAA), venue for motions to confirm, vacate, or modify awards was exclusively in the district where the arbitration award was made, and thus venue here was limited to the Alabama court.

Held: The FAA's venue provisions are permissive, allowing a motion to confirm, vacate, or modify to be brought either in the district where the award was made or in any district proper under the general venue statute. Pp. 3–11.

(a) Cortez Byrd's Mississippi motion was clearly proper as a diversity action under the general venue statute, 28 U. S. C. §1391(a)(2), because it was filed where the contract was performed. However, the FAA provides that upon motion of an arbitration party, the federal district court where the arbitration award was made "may" vacate, 9 U. S. C. §10, or "may" modify or correct, §11, the award. If these pro-

visions are restrictive, supplanting rather than supplementing the general venue statute, there was no Mississippi venue for Cortez Byrd's action. Owing to their contemporaneous enactment and similar language, §§10 and 11 are best analyzed together with §9, which permits parties to select the venue for confirmation of an award and provides that, in the absence of an agreement, venue lies in the federal court for the district where the award was made. Pp. 3–5.

(b) Parsing the language of §§9–11 does not answer the question whether the provisions are restrictive or permissive, for there is language supporting both views. However, the history and function of the provisions confirm that they were meant to expand, not limit, venue choice. The FAA was enacted in 1925 against the backdrop of a considerably more restrictive general venue statute than today's. The 1925 general venue statute effectively limited civil suits to the district where the defendant resided, and courts did not favor forum selection clauses. The FAA's venue provisions had an obviously liberalizing effect, undiminished by any suggestion that Congress meant simultaneously to foreclose a suit where the defendant resided. That is normally a defendant's most convenient forum, and it would take a very powerful reason ever to suggest that Congress meant to eliminate such a venue for postarbitration disputes. This view is confirmed by the obviously liberalizing §9, which permits forum selection agreements. Were §§10 and 11 construed restrictively, a proceeding to confirm an award begun in a selected forum would be held in abeyance while an objecting party returned to the district of arbitration to modify or vacate the award. Were that action unsuccessful, the parties would then return to the previously selected forum for the confirming order originally sought. Nothing could be more clearly at odds with the FAA's policy of rapid and unobstructed enforcement of arbitration agreements or with the desired flexibility of parties in choosing an arbitration site. A restrictive interpretation would also place §3– which permits a court to stay a proceeding referable to arbitration pending such arbitration– and §§9–11 in needless tension, for a court with the power to stay an action under §3 also has the power to confirm any ensuing arbitration award, *Marine Transit Corp* v. *Dreyfus*, 284 U. S. 263, 275–276. Harbert's interpretation would also create anomalous results in the aftermath of arbitrations held abroad. Against this reasoning, specific to the FAA's history and function, Harbert's citations to cases construing other special venue provisions as restrictive, see *e.g., Fourco Glass Co.* v. *Transmirra Products Corp.*, 353 U. S. 222, 227–228, are beside the point. Their authority is not that special venue statutes are restrictive, but that analysis of special venue provisions must be specific to

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the statute in question. Pp. 5–11.
169 F. 3d 693, reversed and remanded.

SOUTER, J., delivered the opinion for a unanimous Court.