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When Can a Court Force a Contractor to Keep Working? Lessons from *Vineyard Wind v. GE*

BY JACQUELINE B. DOHERTY • OCTOBER 13, 2026

Construction contracts often provide rights to suspend or terminate work when payment disputes reach a certain point. A recent Massachusetts Superior Court decision illustrates that, in unusual circumstances, a court may intervene and require a contractor to remain on the job while the underlying dispute is litigated.

In April 2026, the Suffolk Superior Court issued a preliminary injunction preventing GE Renewables US LLC from terminating its approximately \$1.3 billion turbine supply agreement with Vineyard Wind 1, LLC and ceasing work on the Vineyard Wind project. *Vineyard Wind 1, LLC v. GE Renewables US LLC*, No. 26-1041-BLS1, at 4 (Mass. Super. Ct. Apr. 17, 2026) (Krupp, J.).

GE asserted that it was owed approximately \$360 million. Vineyard Wind maintained that it was entitled to withhold payment and apply contractual offsets arising in part from a 2024 turbine blade failure and the resulting project impacts.

The court did not resolve those competing claims. At the preliminary injunction stage, however, it found that Vineyard Wind had demonstrated a likelihood of success on its interpretation of the parties' contract.

Of particular importance was the potential harm if GE stopped work. The court found that the work necessary to bring the project into commercial operation depended heavily upon GE's specialized personnel, technology, and knowledge of its proprietary turbine design. In the court's view, replacing GE with another contractor was not a realistic alternative.

Preliminary injunctive relief remains an extraordinary remedy. A party seeking an injunction generally must establish a likelihood of success on the merits, irreparable harm if relief is denied, and that the balance of harms favors issuance of the injunction. Here, the court found Vineyard Wind's showing of irreparable harm particularly significant given GE's unique role on the project and the potential effects of its departure on completion and financing.

The parties ultimately settled in September 2026. GE withdrew its termination notice and appeal, and the parties agreed to dismiss their claims.

For owners, contractors and subcontractors, the dispute is a useful reminder that payment, setoff, suspension, termination, dispute resolution, and continued performance provisions should be reviewed together. On a complex project, the right to terminate may not be considered in isolation from the status of the work, the contractor's role and the consequences of stopping performance.