

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934*

Arch Coal, Inc.

(Name of Issuer)

Common Stock, par value \$0.01

(Title of Class of Securities)

039380407

(CUSIP Number of Class of Securities)

Michael Kelly, Esq.
Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022
Telephone: (212) 554-1700

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

Copies to:

Michael A. Schwartz, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
(212) 728-8000

October 5, 2016

(Date of Event which Requires
Filing of this Schedule)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON Monarch Debt Recovery Master Fund Ltd	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,565,051
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,565,051
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,565,051	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.26%	
14	TYPE OF REPORTING PERSON CO	

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1	NAME OF REPORTING PERSON Monarch Alternative Capital LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,308,732
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,308,732
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 3,308,732	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.23%	
14	TYPE OF REPORTING PERSON PN, IA	

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1	NAME OF REPORTING PERSON MDRA GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,308,732
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,308,732
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 3,308,732	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.23%	
14	TYPE OF REPORTING PERSON PN, HC	

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1	NAME OF REPORTING PERSON Monarch GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS N/A	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,308,732
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12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.23%	
14	TYPE OF REPORTING PERSON OO, HC	

Item 1. Security and Issuer

This Schedule 13D relates to common shares, par value \$0.01 per share (“Common Stock”), of Arch Coal, Inc. (the “Issuer”) having its principal executive offices at One City Place Drive, Suite 300, St. Louis, Missouri, 63141.

Item 2. Identity and Background.

(a) This Schedule 13D is filed jointly by:

(i) Monarch Debt Recovery Master Fund Ltd (“MDRF”), with respect to shares of Common Stock owned by MDRF directly (the “MDRF Common Stock”);

(ii) Monarch Alternative Capital LP (“MAC”), which serves as advisor to a variety of funds (including MDRF) (such funds collectively, the “Funds”) with respect to shares of Common Stock of the Issuer directly owned by the Funds (including the MDRF Common Stock);

(iii) MDRA GP LP (“MDRA GP”), which is the general partner of MAC, with respect to shares of Common Stock indirectly beneficially owned by virtue of such position; and

(iv) Monarch GP LLC (“Monarch GP”), which is the general partner of MDRA GP, with respect to shares of Common Stock indirectly beneficially owned by virtue of such position.

MDRF, MAC, MDRA GP and Monarch GP are sometimes collectively referred to herein as the “Reporting Persons.”

Set forth on Schedule I hereto is the (i) name, (ii) business address, (iii) present principal occupation or employment, and (iv) citizenship of all of the directors and executive officers or persons holding equivalent positions of each Monarch GP and MDRF (the “Scheduled Persons”, each a “Scheduled Person”).

(b) The address of MAC, MDRA GP and Monarch GP is 535 Madison Avenue, New York, New York 10022. The address of the principal business and principal office of MDRF is c/o Walkers Corporate Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman, KY1-9008, Cayman Islands. Schedule I hereto sets forth the principal business address of each Scheduled Person.

(c) The principal business of MAC is to serve as investment advisor to, and to control the investment activities of, the Funds. The principal business of MDRA GP is to serve as general partner of MAC. The principal business Monarch GP is to serve as general partner of MDRA GP. The principal business of MDRF is to invest and trade in securities and make other investments. Schedule I hereto sets forth the principal occupation or employment of each Scheduled Person.

(d) None of the Reporting Persons, nor, to the best of their knowledge, any Scheduled Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons, nor, to the best of their knowledge, any Scheduled Person has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Not applicable.

Item 3. Source and Amount of Funds or Other Consideration

The 3,308,732 shares of Common Stock beneficially owned by the Funds were received as part of a distribution in respect of an aggregate of \$265,561,004 of bank debt cancelled in bankruptcy reorganization of the Issuer (the “Reorganization”). \$125,612,025 of such bank debt was held by MDRF.

Item 4. Purpose of Transaction

The Reporting Persons acquired the shares of Common Stock beneficially owned by them in the Reorganization. The Reporting Persons do not have any agreement with any third party to act together for the purpose of acquiring, holding, voting or disposing of Common Stock of the Issuer. Pursuant to the plan of reorganization, Patrick Bartels, a senior investment professional of Monarch, was appointed to the board of directors of the Issuer (the “Board”). The Reporting Persons may, from time to time, meet and have discussions with members of the Board and senior management of the Issuer to discuss the Issuer’s business and strategies and may otherwise participate in the governance of the Issuer, including, without limitation, in connection with any consideration of extraordinary corporate transactions.

The Reporting Persons do not have any present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a) – (j) of Item 4 of Schedule 13D, except as set forth herein. The Reporting Persons intend to review their investment in the Issuer on a continual basis. Depending on various factors including, the Issuer’s financial position and strategic direction, actions taken by the Board of the Issuer, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, purchasing additional Common Stock, other securities or derivative instruments related thereto or selling some or all of their Common Stock, other securities or derivative instruments, engaging in hedging or similar transactions with respect to the Common Stock, and, alone or with others, pursuing discussions with the management, the Board of the Issuer, other holders of Common Stock of the Issuer and third parties with regard to

their investment in the Issuer, and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) Each of MAC, MDRA GP and Monarch GP indirectly beneficially own 3,308,732 share of Common Stock. Such shares represent 13.23% of the 25,000,000 shares of Common Stock outstanding as of October 5, 2016. MDRF directly beneficially owns 1,565,051 shares of Common Stock, which represent 6.26% of the 25,000,000 shares of Common Stock outstanding as of October 5, 2016. The percentages used herein and in the rest of this Schedule 13D are calculated based upon a number of outstanding shares consisting of 25,000,000 shares of Common Stock reported as outstanding in the Company's Current Report on Form 8-K, dated as of October 7, 2016. None of the other individual Monarch Funds own a number of shares of Common Stock representing more than 5% of the outstanding shares of Common Stock.

(b) MAC, MDRA GP and Monarch GP share voting and dispositive power over 3,308,732 shares of Common Stock held directly by the Funds with each applicable Fund directly holding such shares, including the 1,565,051 shares of Common Stock held by MDRE.

(c) Not applicable.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The Reporting Persons have entered into an agreement (the "Joint Filing Agreement") with respect to the joint filing of this statement and any amendment hereto, pursuant to Rule 13d-1(k)(1) promulgated under the Exchange Act. The description of the joint Filing Agreement contained in this Schedule 13D is qualified in its entirety by reference Exhibit 99.1 hereto.

On October 5, 2016, the Issuer and MAC, as investment manager to certain funds, entered into a letter agreement regarding board observer rights (the "Observer Rights Agreement") which provides that a designee of MAC has the right to attend meetings of the Board and in connection therewith receive certain information from the Issuer. MAC has appointed Tim De Santa, an investment professional of MAC, as the initial observer. The Observer Rights Agreement automatically terminates once MAC does not have an employee who is a member of the Board. Additionally MAC may terminate the agreement at any time by delivering notice to the Issuer. The terms of the Observer Rights Agreement, a copy of which is filed herewith as Exhibit 99.2, are incorporated herein by reference.

In addition, MAC and the Issuer have agreed in principle that the Issuer will provide certain registration rights to MAC. The terms of these registration rights are still being negotiated.

Except as disclosed in this Schedule 13D there are no contracts, arrangements, understandings or relationships with respect to securities of the Issuer.

Item 7. Material to be Filed as Exhibits

99.1 Joint Filing Agreement, dated as of October 17, 2016 by and among the Reporting Persons.

99.2 Observer Rights Agreement, dated as of October 5, 2016.

[Signatures on following page]

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: October 17, 2016

MONARCH DEBT RECOVERY MASTER FUND LTD

By: Monarch Alternative Capital LP, its Investment
Manager

By: MDRA GP, its General Partner

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MONARCH ALTERNATIVE CAPITAL LP

By: MDRA GP LP, its General Partner

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MDRA GP LP

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MONARCH GP LLC

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

SCHEDULE I

Monarch Debt Recovery Master Fund Ltd

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Phillip Dickie	Windward 1, Regatta Office Park West Bay Road PO Box 897 Grand Cayman KY1-1103 Cayman Islands	Director of Certain Cayman entities	Canada
Allison B. Nolan	Athena International Management Ltd. P.O. Box 30145 Grand Cayman KY1-1201 Cayman Islands	Director of certain Cayman entities	United Kingdom & Cayman Islands
Michael Weinstock	535 Madison Avenue New York, NY 10022	Chief Executive Officer of Monarch Alternative Capital LP	United States

Monarch GP LLC

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Andrew Herenstein	535 Madison Avenue New York, NY 10022	Managing Principal of Monarch Alternative Capital LP	United States
Christopher Santana	535 Madison Avenue New York, NY 10022	Managing Principal of Monarch Alternative Capital LP	United States
Michael Weinstock	535 Madison Avenue New York, NY 10022	Chief Executive Officer of Monarch Alternative Capital LP	United States

**JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)(1)**

THIS JOINT FILING AGREEMENT is entered into as of October 17, 2016, by and among the parties hereto. The undersigned hereby agree that the Statement on Schedule 13D with respect to the common shares, par value \$0.01 of Arch Coal, Inc.. and any amendment thereafter signed by each of the undersigned shall be (unless otherwise determined by the undersigned) filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: October 17, 2016

MONARCH DEBT RECOVERY MASTER FUND LTD

By: Monarch Alternative Capital LP, its Investment
Manager

By: MDRA GP, its General Partner

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MONARCH ALTERNATIVE CAPITAL LP

By: MDRA GP LP, its General Partner

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MDRA GP LP

By: Monarch GP LLC, its General Partner

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

Dated: October 17, 2016

MONARCH GP LLC

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Member

ARCH COAL, INC.

October 5, 2016

Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

Re: Board Observer Rights

Ladies and Gentlemen:

This letter will confirm our agreement that Monarch Alternative Capital LP, as representative of certain affiliated investment funds that hold or are expected to hold shares of common stock issued by the Company (as defined below) (the “**Shareholder**”), will be entitled to the following observer rights on the Board of Directors (the “**Board**”) of Arch Coal, Inc. (the “**Company**”).

The Company shall invite a representative of the Shareholder that is reasonably acceptable to the Company to attend all meetings of the Board and all committees of the Board in a nonvoting observer capacity (the “**Observer**”) and, in this respect, shall give such Observer copies of all notices, minutes, consents, and other written materials that it provides to its directors at the same time and in the same manner as such materials are delivered to the Company’s directors in their roles as members of the Board (including in their roles as members of any Committee); *provided, however*, that the Company reserves the right to withhold any information and to exclude such Observer from any meeting or portion thereof if (i) the Company reasonably believes, upon advice of counsel, that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, (ii) the Board reasonably believes, access to such information or attendance at such meeting could result in an actual or potential conflict of interest between such Shareholder, its affiliates or its Observer and the Company, or (iii) in the case of any committee of the Board, such Observer would not be independent if he or she was a director, for purposes of such committee membership.

Tim De Santa shall act as the initial Observer (the “**Initial Observer**”) and the Company agrees that the Initial Observer is reasonably acceptable to the Company. The Shareholder may remove the Initial Observer at any time upon notice to the Company and may replace the Initial Observer with another individual (subject to the requirements of this Agreement).

The Shareholder and the Initial Observer hereby acknowledge their understanding that a failure by the Company to give notice to the Shareholder or the Initial Observer of a meeting of its Board or any of its committees shall in no way affect the validity of the notice of such meeting for corporate law purposes.

The Shareholder agrees, and the Initial Observer agrees and any Observer will agree, to hold in confidence and trust all information provided to it or learned by it in connection with its rights under this letter and not use it for any other purpose, except information (i) possessed by the Shareholder/Initial Observer without obligation of confidentiality, (ii) developed independently by the Shareholder/Initial Observer without reference to or reliance on any confidential information, (iii) required to be disclosed by law or any other regulatory process to which the Shareholder or any Observer is subject, or requested or demanded by any court or regulator having jurisdiction over the Shareholder or any Observer, or (iv) that becomes generally known to and available for use by the public other than as a result of acts or omissions

to act of the Shareholder or such Observer. Information received under this paragraph may be disclosed to the Shareholder and/or its advisors, attorneys, auditors and other service providers, in each case subject to such recipient agreeing, or being bound by an ethical duty, to keep such information in confidence. The Shareholder shall be responsible for the compliance by the Observer with the provisions contained in this paragraph. Observers must also agree to be bound by all Company policies applicable to Board members.

Each of the Shareholder and Initial Observer agrees, and any Observer will agree, that at the time of the Board observer rights granted herein are terminated, the Shareholder and such Observer will deliver to the Company (and will not keep in its possession, recreate or deliver to anyone else) any and all confidential or proprietary information of the Company or third parties received in connection with the exercise of rights hereunder (other than information required to be kept by law, regulation or bona fide internal policy or information that is automatically retained pursuant to data retention systems).

The rights described herein shall terminate and be of no further force or effect upon the date on which the Shareholder does not have an employee sitting as a member of the Board. In addition, the Shareholder will notify the Company in writing promptly in the event that any Observer resigns its position as Observer or if such Observer's employment or affiliation with the Shareholder and its affiliates while serving as Observer is terminated. Additionally, the Shareholder may terminate this Agreement and its rights to appoint an Observer at any time in its sole discretion.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of law.

[Signature Page Follows.]

Sincerely,

ARCH COAL, INC.

/s/ Robert G. Jones

By:

Name: Robert G. Jones
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

MONARCH ALTERNATIVE CAPITAL LP, AS INVESTMENT MANAGER FOR CERTAIN INVESTMENT FUNDS

By: /s/ Tim De Santa

Name: Tim De Santa
Title: Associate