

AWARD BY AN ARBITRAL TRIBUNAL

THIS IS THE AWARD by the undersigned, made theday of

WHEREAS by an agreement under the deed, dated.....and made between (contractor) of the one part and.....(owner of the property) of the other part (being an agreement by the said contractor) to construct certain works upon the land of the said (owner) in accordance with sanctioned plans and specifications contained therein it was agreed between the parties that if any dispute should arise in future between the parties thereto relating to or touching the said agreement or the interpretation thereof or in relation to the rights, duties or liabilities of either party there under the same should be referred to two arbitrators and their umpire in accordance with the provisions of Arbitration & Conciliation Act, 1996.

AND WHEREAS disputes having arisen between the aforesaid parties relating to the said agreement the said (contractor) by writing dated.....nominated and appointed Shri.....(one arbitrator).....of etc, and the said (owner) by writing dated.....nominated and appointed Shri.....(other arbitrator).....of etc, to act as arbitrators and settle the said matters in dispute between the parties.

AND WHEREAS the said arbitrators respectively accepted the said appointments and took upon themselves to discharge the burden of the said reference and before starting the proceeding for the consideration of the disputed matter referred to them by writing under their hands dated.....appointed me the said Presiding Arbitrator in the said arbitration.

AND WHEREAS the said arbitrators duly extended the time for making the award until theday of.....

AND WHEREAS the said arbitrators were unable to agree amongst themselves unanimously upon an award and under such circumstances gave me notice in writing dated.....and thereupon the disputes stood referred to me.

NOW BE IT KNOWN that, I, said Presiding Arbitrator, make my award on the following matter:

1. I find that the completion of the work although was delayed for.....months beyond the agreed date on which it ought to have been completed but I find that such delay was caused partly by exceptionally bad weather and partly by lack of workmen caused by labour strikes and also their having taken up construction works under the Government and I find and award that the said (contractor) is not liable for any damage on that account.

2. I find that a part of the work executed by the said (contractor) was found to be defective in the following respects.....(defects set out) and I award that the said (owner) is entitled to Rs.....as damages on that account.

3. I find and award that after deducting the said sum of Rs.....on account of the damages there is still due and owing to the said (contractor) in respect of the matters in dispute between the said parties to reference the sum of.....

4. I direct the said (owner) shall pay the said sum of Rs.....to the said (contractor) on or before theday of.....

5. I award and direct that the cost of the said (contractor) relating to and incidental to this arbitration reference including the costs of the arbitrators and of this award which is Rs.....shall be borne and paid by the said (owner) or whatever may be the award as to costs.

...(Sd.)

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