**AAPPLICATION CHALLENGING THE JURISDICTION OF THE ARBITRATOR UNDER SECTION 16**

 **Before the Hon'ble Sole Arbitrator/Arbitral Tribunal**

In the Matter of Arbitration

Between

Mr…………...................................................at………………………………………….... Claimants;

 Vs.

Mr……………………………………………..……………at…………………………………......... Opposite Party.

The applicants/claimants/respondents above named beg to state as under:—

1. That the aforesaid claim petition/alleged arbitration dispute was referred to the Learned Arbitrator/Arbitral Tribunal in pursuance of an alleged arbitration agreement by the claimant.

2. That [facts showing why the arbitrator has no jurisdiction/such as because there is no arbitration clause between the parties. . .].

3. That in view of the aforesaid facts the Learned Arbitrator/Arbitral Tribunal has no jurisdiction to proceed with the present statement of claims preferred by the claimants and as such would be without jurisdiction hence as such the claim petition of the claimants is liable to be rejected outright.

4. That the applicant without submitting to the jurisdiction of the Learned Arbitrator has pleaded the aforesaid.

PRAYER

Wherefore, it is respectfully prayed that in the interest of justice and the above stated preliminary objections and facts and circumstances of the case, this Hon'ble Arbitral Tribunal may be pleased not to entertain the arbitration disputes and the proceedings may kindly be dismissed as not maintainable since the tribunal/Learned Arbitrator does not possess jurisdiction to entertain the same due to lack of competence, and the alleged disputes referred to this tribunal by the claimants be rejected with costs in favour of the respondents.

Thane

Dated:

Advocate

**PETITION UNDER SECTION 9 FOR INTERIM MEASURE BY COURT**

In the Court of District Judge,
…………………..

Misc Case No…….. of 20………………...

Mr……………………………. ........................... Petitioner/Applicant;

 Vs.

Mr……………………………………...................... Respondent/Opposite Party.

Petition under Section 9 of the Arbitration and Conciliation Act,

The petitioner/applicant above named begs to state as under:—

1. That the petitioner/applicant entered into a Contract Agreement on: for supply/construction, etc. of.

2. That the said Contract Agreement contains an arbitration clause which is being reproduced here in under:—

3. That [all relevant facts to show why interference of the court is needed to protect the subject-matter of the dispute or for securing the amount in dispute in the arbitration.

PRAYER

Wherefore, it is respectfully prayed that this Hon'ble Court may be pleased to direct the respondents to furnish security in the form of ........................... of like amount of the claims of the claimant/applicant or order such other suitable interim measure, etc. for the preservation, interim custody, etc. of the subject-matter of the dispute in arbitration pending/proposed to be settled by arbitration, etc. and which shall be in the interest of justice.

……………….

DATED:

Applicant

VERIFICATION

I, …..……….., the petitioner/applicant above named do hereby verify that the contents of paragraphs .... to. ……….... are true to my personal knowledge, while those of paragraphs. .... to ...... are based on legal advise and records.

…………………...

DATED:

Applicant

Format of Notice of Revocation to Arbitrator

To

……………..

……………..

Please take notice that I, the undersigned, have, by instrument dated………revoked your authority to arbitrate in the matter originally referred to you for arbitration under the letter to appointment dated……..or agreement of reference dated…………or deed dated…………..

I hereby restrain you from acting in the said arbitration and direct you to return to me all the papers submitted to you by me in that behalf. You are hereby discharged under the said reference.

Dated…………………….

**APPLICATION CHALLENGING THE JURISDICTION OF THE ARBITRATOR UNDER SECTION 16**

**Before the Hon'ble Sole Arbitrator/Arbitral Tribunal**

**In the Matter of Arbitration**

Mr/Ms…………………………………………….……………at……………………….………………………..Claimants;

Vs.

Mr/Ms ------………………………………………………………………………………………………………OppositeParty.
The applicants/claimants/respondents above named beg to state as under:—

1. That the aforesaid claim petition/alleged arbitration dispute was referred to the Learned Arbitrator/Arbitral Tribunal in pursuance of an alleged arbitration agreement by the claimant.

2. That [facts showing why the arbitrator has no jurisdiction/such as because there is no arbitration clause between the parties. . .].

3. That in view of the aforesaid facts the Learned Arbitrator/Arbitral Tribunal has no jurisdiction to proceed with the present statement of claims preferred by the claimants and as such would be without jurisdiction hence as such the claim petition of the claimants is liable to be rejected outright.

4. That the applicant without submitting to the jurisdiction of the Learned Arbitrator has pleaded the aforesaid.

PRAYER

Wherefore, it is respectfully prayed that in the interest of justice and the above stated preliminary objections and facts and circumstances of the case, this Hon'ble Arbitral Tribunal may be pleased not to entertain the arbitration disputes and the proceedings may kindly be dismissed as not maintainable since the tribunal/Learned Arbitrator does not possess jurisdiction to entertain the same due to lack of competence, and the alleged disputes referred to this tribunal by the claimants be rejected with costs in favour of the respondents.

surat

Dated:

Advocate

 **AWARD BY PRESIDING ARBITRATOR AWARD**

 **In the matter of Arbitration**

**between…………………………………………………………………………………………….**

**Mr……………………… …………………………………..…………………………………………MR………………………**

**………………………….. Respondents).**

Whereas

1. The parties hereto entered into an agreement dated\_\_\_\_\_\_\_\_\_ (herein after referred to as the said Agreement) whereby it was consented that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(give the kind of the agreement) on such terms and conditions as given the said agreement.

2. Thereafter some controversies and differences have emerge between the said parties concurring interpretation of the some of the clauses of the said agreement and the parties referred their controversies to the arbitration of Mr...\_\_\_\_\_\_\_\_\_\_\_ and Mr..\_\_\_\_\_\_\_\_\_\_\_\_ vide arbitration agreement dated \_\_\_\_\_\_\_\_\_\_\_\_.

3. The said two arbitrators before entering the reference selected me to act as umpire in the said arbitration in writing dated \_\_\_\_\_\_\_\_.

4. The counsel for the parties submitted their respective cases before the said two arbitrators and led documentary and oral evidence in support thereby.

5. The said two arbitrators controverted matters in, after taking into consideration the representation made by the counsel for the conclude parties and all documentary, and oral evidence as adduced by the parties.

6. The said two arbitrators severed a notice to me expressly dated \_\_\_\_\_\_ stating that they could not consent amongst themselves unanimously on an award and thence I entered on the reference.

Now I, the umpire, on hearing the parties, on conisation matters and hearings, award and instruct as follows:

1. The respondents shall give to the claimant a sum of Rs. \_\_\_\_\_\_\_\_ due to the claimant due to \_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_\_% till the date of payment and such sum shall be paid to the claimants within a period of \_\_\_ months from the date of this award, notice whereof is served to the parties.

2. The counter-claim made by the respondents against the claimant shall not be admissible.

3. We further inspect the respondents will pay to the claimant a sum of Rs.\_\_\_\_\_\_by way of costs of this reference.

4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(any other award given by the presiding arbitrator)

5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(any other award given by the presiding arbitrator)

I, authoriseMr….\_\_\_\_\_\_\_\_\_\_ advocate to file this award before the court and to take such further send be necessary for implementing this award.

I have set my hands in the matters aforementioned between the parties this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_.

Umpire

**NOTICE UNDER SECTION 11 OF ARBITRATION AND CONCILIATION ACT 1996**

 **Date………

To

M/s.......................................Address………………………….**Arbitration of controversies emerging under Contract No. 3 entered with us.

Dear Sirs,

You have entered Contract No……. with us undertaking to build office complex as per terms/conditions existing in said contract.

You have not constructed building along with delivery of possession, which you had consented to build on our behalf.

You have been paid advances and all your running bills by us, despite this; you are delaying the matter inordinately. Time being essence of the contract, you have not followed the time schedule.

Some part of building you have built and consented for joint inspections were seen has defective and unsuitable for occupation.

Despite requests you have neglected in completing the work. Due to contravention of this agreement we have suffered losses and these losses are continuing suffering each day. Our huge investment stands blocked. We have to pay interest to our Banker for the finance got in making payment to you.

As Per clause No….. of said contract, there exist an agreement for referring the controversies by Arbitration to Mr. …………………………………………….., Advocate of …………………………………………………

Per enactments of section 11 of Arbitration and Conciliation Act 1996 we hereby serve you notice for approving the selection of Mr. ……………………………………………………………., Advocate, being Sole Arbitrator in the matter of differences and controversies which have emerge between the parties herein and the same be referred for adjudication to him.

The said controversies are, inter alias, the following:

(a) If the construction of Office complex per said Contract No……………….……. being according to the contract?

(b) If the Building has been completed according to specification with terms/conditions of the contract?

(c) If the contractor has handed over completed building

(d) If we has sustained any loss/damages owing to breach of the terms/conditions of the contract by you?

(e) What is the damage with indemnification which the employer bear right to get from the contractor?

Please give your concurrence within ..days of receipt of this letter.

Yours faithfully

Signature

**APPLICATION FOR INTERIM RELIEF UNDER SECTION 17**

Before the Hon'ble Sole Arbitrator/Arbitral Tribunal

In the Matter of Arbitration

Between

 ......................................................................................... Claimants;

Vs.

.................................................................................................................................... OppositeParty.

Application for Interim Relief under Section 17 of the Arbitration & Conciliation Act, 1996

The applicants/claimants above named beg to state as under:—
1. That the aforesaid arbitration proceedings were commenced pursuant to order dated .................……..of the Hon'ble Chief Justice appointing the Learned Arbitrator as the sole arbitrator in the present case. Statement of claims was filed by the claimants before this Hon'ble Arbitral Tribunal on ----------------. The claim is for a sum of Rs ------------------- in exclusion to the pendent elite interest and future interest.

2. That ever since the respondents have put in appearance, a lame and hyper-technical defense has been raised; and has been vigorously adhered to that this Hon'ble Arbitral Tribunal lacks jurisdiction to adjudicate the claims.

3. That the applicant/claimant has reason to say so in as much as the respondents are passing through a very grave financial crisis and due publicity has been given in a section of the press that the liabilities of the respondents far exceeds their assets.

4. That if during the pendency of the present arbitral proceedings the respondents are able to succeed in their endeavour, the petitioner will be left in the lurch, in case of an award being granted in its favour for which it has a very sanguine hope.

5. That in the circumstances it is absolutely necessary that the respondents be directed to furnish security by providing a fixed deposit receipts against the amount of claims of the claimants and to deposit the same with this Arbitral Tribunal otherwise these proceedings might be rendered futile. Significantly till date there has been no denial by the respondents on merits of the claims of the claimants.

PRAYER

Wherefore it is respectfully prayed that this Hon'ble Arbitral Tribunal may be pleased to direct the respondents to furnish security in the form of fixed deposits of like amount of the claims of the claimant/applicant with this Hon'ble Arbitral Tribunal during the pendency of these arbitral proceedings and as per the mandate of Section 17 of the Arbitration & Conciliation Act, 1996 in the interest of justice.

…………………………………………………

Dated:

ADVOCATE

**Notice to Arbitrator**

Whereas the parties to an agreement of reference (enclosed herewith) dated…….have referred their disputes and difference to your sole arbitration, We, the aforesaid parties, hereby request you to please take up the arbitration and act, in accordance therewith.

AB………..

CD……….

**REFERING DISPUTE TO ARBITRATOR**

This Agreement made between

Mr………………………………..

Mr……………………

resi\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as " the Party of the First Part, party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (which expression shall unless contrary to the context or meaning thereof include his successors, executors, administrators, legal representatives and assigns)

And

Mr…………………………………

Mr………………………….

Resi\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "second part, Party of the Second Part" (which expression shall unless contrary to the context or meaning thereof include his successors, executors, administrators, legal representatives and assigns).

The parties hereto are collectively referred to as "the parties".

Whereas
1. Above statues parties entering an agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred to as the said Agreement) bide which it was agreed that First part, Party shall place order and Second part, Party shall supply goods on such terms and conditions as laid in said agreement.

2. Controversies and differences emerging between the said parties concerning interpretation of some of the clauses of the said agreement , which parties have consented to refer their controversies and differences for arbitration of Shri\_\_\_\_\_\_\_\_\_\_\_\_\_on such terms and conditions as hereinafter statues.

Now This Agreement Witnesses As Under:

1. All controversies and differences between the parties hereto concerning interpreting of some of the clauses of the said agreement are hereby referred to the conclusive determination and award of the said arbitrator Mr……………………………………………………..

2. Arbitrator shall be empowered taking such evidence and making such enquiries, as he may deem fit. Arbitrator shall be empowered to administer both to the parties and witnesses before him. Having served notice to parties who neglects, fails for attending reference, arbitrator shall have power to hearings ex-parte. Arbitrator shall record by keeping minutes of hearings of arbitration and taking notes of evidence of witnesses as may be lead by any party to which arbitrator can justly examine. Arbitrator shall pass award within \_\_\_\_\_\_\_\_\_\_\_\_\_months after entering the reference and the award made by the arbitrator shall bind and concluding on the parties. If award is not passed by the arbitrator within fix stipulated period or the arbitrator dies, or can not act due to illness or denies to act before making award, this agreement shall become nullity and documents filed with the Arbitrator shall be returned to the party producing the same. Fee of Arbitrator shall be Rs.\_\_\_\_\_\_\_\_\_ which fees and costs of this reference and other expenses relating to the arbitration shall be borne by both the parties in such proportions as inserted arbitrator. Arbitration herring shall at ……………………………………. English shall be used in all written documents laid in arbitration hearings.

3. Parties agreeing for cooperating with arbitrator by furnishing the arbitrator all information's/ explanations as needed by him.

4. This submission to arbitration shall be based on enactments of the Arbitration and Conciliation Act, 1996 or any mandatory alteration thereof.

5. Award made by the arbitrator per this agreement shall be filed in court within one month from the date of signing of the award by Arbitrator and a decree shall be got per terms of the award.

In Witness Whereof, the parties hereunto have signed this agreement

Date:

Witness:

1. The First Part Party

2. The Second Part party

**Notice of Revocation of Agreement to Arbitrate**

To

……………..

……………..

……………

Please take notice that I, the undersigned, have this…….day of…….revoked, annulled and cancelled the appointment of an authority to arbitrate of Shri…………..and Shri…………..hereto before appointed arbitrators to decide the matters in difference between us pursuant to an agreement dated…………….

Dated……………….

(Sd.)………………

**Notice of Revocation to Arbitrator**

To

……………..

……………..

Please take notice that I, the undersigned, have, by instrument dated………revoked your authority to arbitrate in the matter originally referred to you for arbitration under the letter to appointment dated……..or agreement of reference dated…………or deed dated…………..

I hereby restrain you from acting in the said arbitration and direct you to return to me all the papers submitted to you by me in that behalf. You are hereby discharged under the said reference.

Dated…………………….

(Sd)………………

**Appointment of Sole Arbitrator on Default of Other Party**

Whereas you had been appointed on ………..by me to act as an arbitrator under the agreement of reference dated…………(or the arbitration clause in deed, dated…………..)on my behalf;

and Whereas the other party viz.…………..had appointed Sri…………as his arbitrator;

and Whereas the other party has failed to appoint an arbitrator within 30 days from the receipt of request to do so from the other party;

Now pursuant to the power conferred on me by virtue of the provisions of Arbitration & Conciliation Act, 1996, and upon request of the party, I hereby appoint you to act as the sole arbitrator in the matters in dispute referred to you for arbitration.

Dated…………

(Sd.)……………….

**Notice by Arbitrator**

Where as I, have been appointed as sole arbitrator pursuant to the arbitration clause in the agreement dated………….(or by the agreement for reference dated…………) and I have entered upon the said reference. I hereby appoint ………. O’clock in the evening of ………………… as the date of the first meeting at………….for the purpose of commencing the arbitration proceedings.

Please note that you are required to attend at the said meeting personally or through duly accredited representative or counsel in default whereof I shall proceed ex-parte.

Dated………………….

(Sd)……………

(Sole Arbitrator)

 **PETITION UNDER SECTION 34 CHALLENGING THE AWARD**

**In the Court of District Judge,**

**…………………………….**
Regular Suit No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of 20……………………….

Mr………………………………………………………………......... Petitioner/Applicant;

Vs.

Mr…………………………………………… ............................Respondent/Opposite Party.

The petition/application under Section 34 of the Arbitration and Conciliation Act, 1996 for setting aside of the award dated: — — -----------—,served on—\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, passed by CDF [Sole Arbitrator/Arbitral Tribunal Comprisin ………………………………............]

in the case of ………….vs. ………………….., etc.

Valuation: Court Fee: The petitioner/applicant above named begs to state as under:—

1. That……………………….... [Brief facts of the case inclusive of grounds of challenge in paragraph wise form]

2.That...... …………………

3. That this Hon'ble Court has jurisdiction to hear this suit as the cause of action has accrued within the territorial jurisdiction of this Court. The valuation of the petition is Rs.......................... Upon which a court

Fee of Rs……………………………………........ Is being paid herewith.

PRAYER

Wherefore, the petitioner/applicant prays for the following reliefs:

The award dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ passed by CDF may be set aside for the facts and

Circumstances stated to in the present application/petition.

OR

Remit the matter to the arbitrator for reconsideration and adjudication in

accordance with the provisions of the Arbitration and Conciliation Act, 1996.

This Court may be further pleased to grant such other relief as it may deem

just and proper in the facts and circumstances of this case. Award the cost of these proceedings.

……………………….

Dated:

Applicant.

Through Advocate

**VERIFICATION**

I, ………………………………., the petitioner/applicant above named do hereby verify that the

contents of paragraphs .................. to. ......................... are true to my personal knowledge, while

those of paragraphs. …………………………... to ………………........ are based on legal advise and records.

……………………….

DATED:

Applicant.

|  |  |  |
| --- | --- | --- |
| **REFERING DISPUTE TO ARBITRATOR**This Agreement made between MR………………………..address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as " the Party of the First Part, party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (which expression shall unless contrary to the context or meaning thereof include his successors, executors, administrators, legal representatives and assigns) And Mr……………………………………………………………………………………… address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as "second part, Party of the Second Part" (which expression shall unless contrary to the context or meaning thereof include his successors, executors, administrators, legal representatives and assigns). The parties hereto are collectively referred to as "the parties". Whereas 1. Above statues parties entering an agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred to as the said Agreement) bide which it was agreed that First part, Party shall place order and Second part, Party shall supply goods on such terms and conditions as laid in said agreement. 2. Controversies and differences emerging between the said parties concerning interpretation of some of the clauses of the said agreement , which parties have consented to refer their controversies and differences for arbitration of Shri\_\_\_\_\_\_\_\_\_\_on such terms and conditions as hereinafter statues. Now This Agreement Witnesses As Under: 1. All controversies and differences between the parties hereto concerning interpreting of some of the clauses of the said agreement are hereby referred to the conclusive determination and award of the said arbitrator Shri………………………. 2. Arbitrator shall be empowered taking such evidence and making such enquiries, as he may deem fit. Arbitrator shall be empowered to administer both to the parties and witnesses before him. Having served notice to parties who neglects, fails for attending reference, arbitrator shall have power to hearings ex-parte. Arbitrator shall record by keeping minutes of hearings of arbitration and taking notes of evidence of witnesses as may be lead by any party to which arbitrator can justly examine. Arbitrator shall pass award within \_\_\_\_\_\_\_months after entering the reference and the award made by the arbitrator shall bind and concluding on the parties. If award is not passed by the arbitrator within fix stipulated period or the arbitrator dies, or can not act due to illness or denies to act before making award, this agreement shall become nullity and documents filed with the Arbitrator shall be returned to the party producing the same. Fee of Arbitrator shall be Rs.\_\_\_\_\_\_\_\_\_ which fees and costs of this reference and other expenses relating to the arbitration shall be borne by both the parties in such proportions as inserted arbitrator. Arbitration herring shall at ………………... English shall be used in all written documents laid in arbitration hearings. 3. Parties agreeing for cooperating with arbitrator by furnishing the arbitrator all information's/ explanations as needed by him. 4. This submission to arbitration shall be based on enactments of the Arbitration and Conciliation Act, 1996 or any mandatory alteration thereof. 5. Award made by the arbitrator per this agreement shall be filed in court within one month from the date of signing of the award by Arbitrator and a decree shall be got per terms of the award. In Witness Whereof, the parties hereunto have signed this agreement Date: Witness: 1……………………………………………The First Part Party 2………………………………………………The Second Part party  |

|  |
| --- |
|  |

 |

**Award (Made on Reference by Court)**

In The Matter of an Arbitration between AB, etc. and CD, etc., WHEREAS in pursuance of an order of reference made by the court of ………………and dated the…………following matter in difference between AB and CD has been referred to me (us) for determination, namely…………..

NOW I, we having duly considered the matter referred to me (us) hereby make my (our) award as follows:

1.       (We) award……..

                        i.      ………………….

                       ii.      …………………

……………………..…(Sd.)

**PETITION FOR APPOINTMENT OF A SOLE ARBITRATOR**

Before the High Court at ……………….………………………. Civil Jurisdiction

In the matter of:

An application under section 11 of the said Act

In the matter of:

An Arbitration Agreement bearing in the Contract No…………………………………..dated ..................

And

In the matter of:

………………………………………………………………………………………….Petitioner

Versus ……………………………………………………………………………..Respondent

To

The Hon’ble Mr........

Chief Justice and His Companion Justices of the said Hon'ble Court

The petitioner named above most respectfully

Showeth:

1. Petitioner is engaged in building trade, having a good reputation.

2. By and under a agreement dated ........................... entered into with the respondent petitioner consented to construct and build specified, apartments for and on behalf of the respondent. The terms / conditions along with specifications will appear from the said agreement. Petitioner under took the work of building per terms of agreement and offered to handover possession of the completed work to the respondent.

3. The respondent on some pretext or the other did not take delivery of the apartments built by petitioner, and to pay the final bills of petitioner duly presented to the respondent.

4. The said agreement bearing a clause concerning that all controversies and disagreements shall be referred to an Arbitrator to be selected by the parties.

5. The controversies and disagreements have emerged between parties on or about No………………, petitioner requested the respondent to approve the selection of a sole Arbitrator and petitioner selected Mr. ……………………….……… an Advocate……………………………. A copy of notice in this behalf sent to respondent is annexed hereto marked 'B'.

6. The respondent is doing business at the address given above within the said jurisdiction of this Hon'ble Court and the controversies emerged as the respondent did not give approval for selecting sole Arbitrator at the address of respondent within the jurisdiction of this Hon'ble Court.

7. Petitioner says that this Hon'ble Court will be pleased to select a sole Arbitrator as laid in the Arbitration agreement dated ..............................a certified copy whereof is annexed hereto marked 'C'. '

8. Unless Orders are passed as prayed for herein, petitioner would sustain loss with prejudice.

9. This application is made bona fide with interest of justice.

Petitioner, hence humbly prays to Your Lordships for orders as below:

(a) A fit person be selected as sole Arbitrator for arbitrating the controversies emerging from the said agreement and make his Award;

(b) Costs of this application become costs in the arbitration proceedings;

(c) Subsequent orders be passed and instruction be given as to this Hon'ble Court may consider proper and fit for giving complete relief to petitioner.

And your petitioner as in duty bound shall ever pray.

Signature…………………………………………………………………. of the Advocate of the petitioner

Signature ………………………………………………………….……….of the petitioner

**VERIFICATION** <

(1) I being Director of Coimbatore construction and Principal Officer and Constituted Attorney. I know and I have acquainted myself with the facts/circumstances of this case and I can depose thereto. I am empowered and competent to verify the above stated petition and I do verify the same on behalf of the petitioner.

(2) The statements covering in the paragraphs 1 to 9 herein are true to my best knowledge basing on information got from records kept by petitioner and I believe them to be true.

Solemnly affirmed by the said Mr. ........................pertaining to Board Resolution dated ............ of the …………………… construction. in the Court House at ……………………………./…………./………..

Deponent

PETITION FOR SELECTING OF AN ARBITRATOR

Special Suit No. ............................................... of...........................................

Before the High Court at ……………………………………………………………………………..

In the matter of an application under section 8 of the Arbitration and Conciliation Act 1996

M/S…………… …………………………………………..at ……………………………….

………………………………………………………………..Petitioner

VERSUS

M/s…………………………………………………………………………...
……………….
Respondent

To

The Hon'ble Mr. ..................................................... Chief Justice with

His Companion Justices of the said Hon'ble Court

The petition above named of ………………………………………………..construction., most respectfully
Showeth:

1. Petitioner entered into a contract with the respondent for building of some flats on terms/conditions having in an Agreement dated ………………..

2. Petitioner on completion work and offering handing over of flats and demanded from the respondent payment of final bill.

3. The respondent did not pay the outstanding amount knowingly and petitioner according with the arbitration clause in the agreement referred the controversies for arbitrating of Mr ………………………..…………. Advocate and served notice accordingly to respondent.

4. Said notice remained unrepelled and the arbitration proceedings could not begin.

5. Petitioner has now been served with a Summons for appearing and defending a suit as filed by the respondent for damages against the petitioner for contravening the said contract.

6. Petitioner has to enter appearance and file statement in the said suit. Petitioner says that the said suit covering the contract for building of flats. Which work the petitioner has completed and presented the final bill but payment has not been received. The controversies and disagreements emerge by and between the petitioner and respondent concerning the building also with payment of bills of petitioner.

7. Owing to arbitration clause in said contract petitioner duly gave a notice on the respondent and appointed the Advocate being sole arbitrator.

8. Petitioner was willing and still ready to get the controversies and disagreements decided by the Arbitrator to be appointed under the Arbitration Clause in the agreement notice whereby was served on the respondent. However due to not appointing the sole Arbitrator as said by petitioner, the Hon'ble Court will be pleased to appoint an Arbitrator per section 11 of the Arbitration and Conciliation Act 1996.

9. Petitioner says that per facts and circumstances of the case the proceedings in the said suit be stayed. Arbitrator be appointed to settle the controversies between the parties relating to said suit and Award be passed.

10. Unless orders are passed as prayed for petitioner will sustained loss with prejudice.

11. This application is made bona fide with interest of justice.
Petitioner hence humbly prays Your Lordships with following orders:

(a) Staying further proceedings in the above suit;

(b) An Arbitrator be selected to settle the controversies emerged in the suit or otherwise in the arbitration proceedings;

(c) Costs of this application become the costs in the arbitration proceedings;

(d) Subsequent orders be passed and instruction be given as this Hon'ble Court may deem proper and fit.

And petitioner, as in duty bound, shall ever pray.

Verification

(1) I being ……………………………….………. construction, and a principal officer and a Constituted Attorney. I know and I have made myself acquainted with the facts/circumstances of the case and I can depose thereto. I am competent to affirm and do hereby affirm and declare and verify on behalf of the petitioner.

(2) The statements having in paragraphs 1 to 11 of above petition are true to my best knowledge basing on records kept by the petitioner and believed by me to be true.

Solemnly affirmed on oath by the said Mr......... Pertaining to a Board Resolution dated ......... of construction India Private Ltd. in the Court of ………………………. on this ............. day of ……………….

Deponent

 **APPLICATION FOR CANCELLATION OF**

**ARBITRATION AGREEMENT**

Before High Court of …………………………………………………..……….. Ordinary Original Civil

Jurisdiction

In the matter of Arbitration and Conciliation Act 1996

And

In the matter of an application per section 7 of the said Act

And

………………………………………………cotracter………………………………Petitioner

And

M/s ……………………………………………. At…………………Respondent

To

The Hon'ble Mr. ........................................................................Chief Justice with his Companion Justices of the said Hon'ble Court

The humble petition of the petitioner above-named most respectfully showeth:

1. Petitioner received on dated…………………….a notice dated……………..from respondent requesting the petitioner to select an arbitrator per alleged agreement of Arbitration contained in a Contract No. ….. dated ……………………………….

2. Petitioner states that the alleged agreement for referring controversies to arbitration was illegal and not binding on the petitioner, inter alias, for the following reasons:

(a) ................................................

(b) ................................................

3. Petitioner states that the subject-matter of the alleged controversies between the parties is within the power of Court at …………….

4. Petitioner reasonably fears if the said agreement is permitted to remain outstanding future proceedings may be taken by respondent according to said notice or otherwise and in that eventuality your petitioner would be seriously prejudiced.

5. The subsistence and legality of the alleged Arbitration Agreement alleged to be passed by respondent have to be determined by this Hon'ble Court on presentation thereof by the respondent.

6. The respondent be instructed to present the alleged Arbitration Agreement before this Hon'ble Court for cancellation and scrutiny.

7. Unless orders are made as prayed for petitioner will sustain loss with prejudice.

8. This application is made bona fide with interest of justice.

Petitioner hence humbly prays to Your Lordships for following Orders:

(a) Instructing the respondent to present the Arbitration Agreement before this

Hon'ble Court;

(b) Declaring that the said Arbitration Agreement is illegal, void and ineffective;

(c) Cancellation of alleged Arbitration agreement as null and void;

(d) Instructing that the said notice dated .................being illegal, void and ineffective;

(e) Stay order restraining the respondent from giving any effect or subsequent effect to the said notice;

(f) Costs of this application be paid by the respondent;

(g) Further Orders be passed and instructions be given as the Hon'ble Court may consider proper and fit to afford complete relief to petitioner.

Signature of Advocate for the petitioner

Signature of petitioner

Verification

(1) I being a Director of…………………………………………………..…….. Builders and a principal officer with a Constituted Attorney. I know and I have made myself acquainted with the facts/circumstances of the case and I am able to depose thereto. I am empowered and competent to verify and I do verify the above stated petition on behalf of …………………………………………………………………………Builders.

(2) The statements in paragraphs 1 to 8 herein are true to my best knowledge basing on information got from records kept by petitioner ………… Builders. and believed by me to be true.

Solemnly affirmed by said Mr.......................................pertaining to Board Resolution dated …………………..Builders. in the Court …………………………… this..................day of ………………………………....

Deponent

**Form of Arbitration Clause in an Agreement**

1.     Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement (deed) or the subject matter thereof shall be referred to the arbitration of XY, etc. or if he shall be unable or unwilling to act, to another arbitrator to be agreed upon between the parties or failing agreement to be nominated by…………or, failing agreement to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator ( or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.

OR

2.     In the event of any dispute, difference or question arising out of or in respect of this agreement or the commission of any breach of any terms thereof or of compensation payable thereof or in any manner whatsoever in connection with it, the same shall be referred to the Chamber of Commerce……….(or the Association of………..) for arbitration as provided in Rules framed by the said Chamber (or Association) for the purpose. The decision or award so given shall be binding on the parties hereto.

OR

3.     All disputes arising between the partners as to the interpretation, operation, or effect of any clause in this deed or any other difference arising between the partners, which cannot be mutually resolved, shall be referred to the arbitration of…………failing him to any other arbitrator chosen by the partners in writing. The decision of such an arbitrator shall be binding on the partners.

**Agreement of Reference to a Common Arbitrator**

This deed of agreement made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2000, between:

1.     Mr. RN, aged about \_\_ years s/o Mr. PT, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 1st party.

2.     Mr. KK, aged about \_\_ years s/o Mr. PT, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 2nd party.

Whereas first and second parties have some dispute regarding management of the partnership business, being run by the parties. And whereas both the parties are agreed upon to refer the dispute to one arbitrator duly appointed by the both parties.

Now This Deed of Agreement Witnesses as Under: -

1.     That both the parties have agreed upon to appoint Mr. SB s/o Mr. KM r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as arbitrator.

2.     That both the parties appoint Mr. SB as arbitrator.

3.     That the arbitrator will go through the partnership deed and decide the dispute between the parties under the provision of the partnership deed.

4.     That this deed shall be confined only upto the dispute of the management of the firm.

Witnesses:

1.     Name…………….                                                                      Sd/-……………………

Address………….                                                                     1st party……………..

2.     Name…………….                                                                      Sd/-………..

Address………….                                                                     2ndparty…………………..

**Form of Agreement to Refer the Dispute to One Arbitrator**

This deed of agreement made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2000, between:

1.             Mr. RN, aged about \_\_ years s/o Mr. PT, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 1st party.

2.             Mr. KK, aged about \_\_ years s/o Mr. PT, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 2nd party.

Whereas first and second parties have some dispute regarding  management  of the partnership business, being run by the parties.

And whereas both the parties are agreed upon to refer the dispute to one arbitrator duly appointed by the both parties.

Now This Deed of Agreement Witnesses as Under: -

1.             That both the parties have agreed upon to appoint Mr. SB s/o Mr. KM r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as arbitrator.

2.             That both the parties appoint Mr. SB as arbitrator.

3.             That the arbitrator will go through the partnership deed and decide the  dispute between the parties under the provision of the partnership  deed.

4.             That this  deed shall be confined only upto the dispute of the management of the firm.

Witnesses:

1.         Name…………….                     Sd/-………..                             1st party

            Address………….

2.         Name…………….                     Sd/-………..                             2nd party

Address………….

Format of Award by an Arbitral Tribunal

*.*

This is the Award by the undersigned, made the ………..day 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 thereunder 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 the ………..day 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 Know 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 the ………..day 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.

………

**APPLICATION FOR SETTING ASIDE AN AWARD**

In the High Court at ……….. …………………………………………………..Original Civil Jurisdiction

In the matter of:

An application under section ……………………………………………... of the said Act

And

In the matter of:

An Arbitration Agreement contained in Contract No………………………….. ….. dated .......................

And

In the matter of:

 ……………………………………At……………………………Petitioner

Versus

1. M/s…………………………………………………… at………………………..

2. Mr. ……………………………………………….. Advocate,, …………………………………………

Respondents

To
The Hon'ble Mr.............................................Chief Justice and His Companion Justices of the said Hon'ble Court

The petitioner named above most respectfully

sheweth:

1. Per an under agreement dated............................... the petitioner undertook to build apartments on first respondent on consented specifications, terms/conditions with price.

2. Petitioner completed the work, got payment of the running bills, offered handing over of houses, apartments and guest houses and claimed payment of final bill.

3. The first respondent raised several flimsy objections for withholding payment of remaining bills.

4. Per arbitration clause in said agreement the parties herein that is the petitioner and respondent No. 1 selected respondent No. 2 as the sole arbitrator to settle and adjudicate all the controversies and disagreements, between the petitioner and the first respondent emerging out of the building work done by petitioner for the first respondent.

5. The disagreements and controversies emerged on ..................... and thereafter the same were referred to arbitration of respondent No. 2 on ....................... and respondent No. 2 entered into reference on ..................

6. After that various sittings were held and both the petitioner and the first respondent lead both documentary/oral evidence.

7. Respondent No. 2 passed his award on ……….................... notified the same to parties with a copy thereof on ......................... A copy of the Award is annexed hereto marked 'B'.

8. The said award being illegal and be quashed inter alias, the below reasons;

(a) the said award deals with a controversies not stipulated by the parties;

(b) the said award deals with a matter not coming within the terms of presentation to arbitration;

(c) the said award having decisions on matters beyond the ambit of the presentation to arbitration.

(d) the award does not deal with issue No. 5 raised and decided.

9. The controversies referred to respondent No. 2 for arbitration will appear from the statement of facts with counter statement of facts. Copies of those documents are enclosed hereto marked 'C' and ‘B’ respectively.

10. The parties raised various issues. after that respondent No. 2 decided these issues and the parties did not object.

After the award is passed. It is found that award deals with issues not raised and the award evades deciding on issue No. 5 which was raised and decided by respondent No. 2.

12. Petitioner says that Award is bad in law. Factually said award is illegal and should be quashed.

13. Petitioner says that this Hon'ble Court will be pleased to check the Award with documents filed along with award and instruct further enquiry as may be compulsory and after that quashed the said award.

14. Unless orders are passed as prayed for herein petitioner will sustain loss with prejudice.

15. This application is made bona fide with interest of justice.
Petitioner hence humbly prays Your Lordships for below orders:

(a) The Award passed by respondent No. 2 on...............be quashed;

(b) Costs of this application are paid by respondent No. 1;

(c) Further orders be passed and instructions be issued which this Hon'ble Court may consider proper and fit;

And petitioner as in duty bound shall ever pray.

Signature of the Advocate for the petitioner

Signature of the petitioner

**VERIFICATION**
1. I being Director of Coimbatore construction and its Principal Officer and Constituted Attorney. I know and I have acquainted myself with the facts and circumstances of this case and I can depose thereto. I am empowered and competent to verify the aforesaid petition and I do verify the same on behalf of the petitioner.

2. The statements bearing in paragraphs 1 to 15 hereinabove are true to my best knowledge basing on information got from records kept by the petitioner company and I believe them to be true.

Solemnly affirmed on oath by the said Mr. ..........................................pertaining to Board Resolution dated ............... of the …………………………………... in the Court House …………………………..

Deponent

**Agreement to Refer Dispute to One Arbitrator**

(Usual Form)

This Agreement made on the …day of …between AB, etc. AND CD, etc.

Whereas

1.     AB has made the following claims against CD;

1.     . …

2.     …

3.     …

4.

2.     CD does not admit the said claims of AB.

3.     Dispute have arisen between the parties hereto respecting these claims; and

4.     The parties aforementioned agree to refer the said disputes to arbitration.

Now It Is Agreed Between The Parties Hereto as follows:

1.     All the matters in dispute relating to the claims of CD are referred to the final determination and award of OP as arbitrator.

2.     For the purpose of final determination of the disputes aforesaid, the arbitrator may take such evidence and make such enquiries, as he deems proper. He may proceed ex parte in case any party fails to attend before him after reasonable notice. However, he cannot embark upon any secret enquiries for this purpose behind the back of the parties.

3.     The provisions of the Arbitration & Conciliation Act, 1996, so far as applicable and as are not consistent or repugnant to the purposes of this reference shall apply to this reference to arbitration.

4.     Both the parties agree that they would co-operate and lead evidence before the arbitrator.

5.     The parties hereto agree that this reference to arbitration would not be revoked by death of either party or for any cause.

6.     The award of the arbitrator shall be binding on the parties their heirs, executors and legal representatives.

7.     The parties hereto agree that within one months of the passing of award, the said award shall be filed in the court and a decree obtained in the terms of the award.

8.     The cost of this reference shall be in the discretion of the arbitrator.

In Witness Whereof the parties hereto have signed this agreement on the day and year first written above.

……………………..… (Sd.)

                                                                                                                             (AB)

……………………..… (Sd.)

                                                                                                                             (CD)

**Agreement for Reference to Arbitration between Partners**

An Agreement made the day……….of…………between A of……..(partner No.1) AND B of……………..(partner No.2) AND C of…….(partner No.3)

Where as disputes have arisen between the aforesaid partners in connection with the affairs of the partnership which the said partners have not been able to adjust mutually, and

Where as the partners have agreed to refer the said disputes to the arbitration of one sole arbitration (or three arbitrators one to be appointed by each partners) whose award shall be final and binding on the said partners, and

Where as the partners have agreed that accounts of the partnership shall be properly scrutinized, rendered and settled between the said partners and the partnership to be dissolved from such date as he arbitrator (or arbitrators) shall deem fit.

Now it is hereby Agreed between the abovementioned partners as follows:

1.     That Shri……………………………………….shall be the sole arbitrator.

OR

That Shri…………..has been appointed as an arbitrator on his behalf by partner No.1 and Shri………………has been appointed as an arbitrator by partner No.2 and partner No.3 has appointed Shri……………..as an arbitrator on his behalf.

2.     That the arbitrator (or arbitrators) shall take into their possession the books and documents of the partnership and shall be responsible for the safe custody thereof.

3.     That the arbitrator (or arbitrators) shall record and keep the minutes of the proceedings of arbitration and take notes of evidence of such witnesses as may be produced by any of the parties to this agreement or which the arbitrator or arbitrators shall deem fit to examine and such evidence shall taken on oath.

4.     The arbitrator (or arbitrators) shall be entitled to appoint or obtain the services of an accountant or munim or such other persons as may be well-versed in examining accounts of the partnership and shall also be entitled to take opinion of counsel on any matter arising in the course of proceedings.

5.     The cost of the partners and their witnesses attending the arbitration proceedings and award shall be paid out of the partnership assets unless the arbitrator (or arbitrators) shall be of the opinion that costs have been wantonly and unnecessarily incurred by or on behalf of a partner wishing to delay proceedings or causing loss to the partnership.

In Witness Whereof the partners aforesaid have signed this agreement of reference is token of acceptance thereof.

Witness Partner No.1………………..

Witness Partner No.2………………

Witness Partner No. 3…………….

**Agreement of Reference between Members of Hindu Undivided Family**

THIS AGREEMENT is made the day…of …BETWEEN Shri…of …AND Km…daughter of …AND Smt…widow of……………………….

WHEREAS the parties aforementioned are members of a joint Hindu family and posses joint-family property and business, and

WHEREAS differences have arisen between the said members as to the share and the rights of each member in the said property and business, and

WHEREAS the parties are not agreed as to which property should be allotted to each respective party, and

WHEREAS Shri…aforementioned claims to own certain properties as self-acquired alleging that the same is not divisible as amongst the other parties and

WHEREAS the parties have agreed to refer their disputes about the division of the joint-family properties and business to the sole arbitration of Shri…exercising the powers hereinafter mentioned;

NOW THIS AGREEMENT OF REFENCE WITNESSES as follows:

1.     That the arbitrator shall be entitled to ascertain the extent of value of the joint-family properties and shall determine the manner in which the business of the joint family shall be carried on hereafter and wound up and provide for the disposal of the goodwill of the business as he shall deem fit.

2.     That the arbitrator shall have full power to divide and allot by lot or otherwise the joint-family properties amongst the parties aforementioned after determining the share of each such party and the extent and nature of the rights which belong to Smt……….aforementioned. The arbitrator shall also take into consideration the rights of the unmarried daughters of the parties aforementioned and shall make the provisions for their education, bringing up and marriage as the circumstances may require.

3.     The arbitrator shall be entitled to award money compensation from one party to equalize the shares thereof. The arbitrators shall be entitled to cause any property or properties to be sole and to distribute the assets after payment of debts of the family in such manner as he shall deem fit. The arbitrator shall be entitled to take such evidence as he may deem necessary and to direct the delivery of title deeds or other documents from one party to the other in connection with the share allotted to such other party. He shall also be entitled to cause any of the joint-family property to be partitioned or divided by metes or bounds and to cause a structure to be built or demolished as he may think fit for the separate enjoyment of the share in immovable property allotted to each or any party.

4.     Except for fraud or collusion, the award of the arbitrator shall not be set aside for any other judicial misconduct in the proceedings.

IN WITNESS WHEREOF the aforementioned parties have signed this deed in token of acceptance thereof.

Witness……………………… A…………………………..….

………………………………...B……………………………..

……………………………….. C……………………………

……………………………….. D………………………………

……………………………….. E………………………………

(Note:- A to E indicate the members of the Hindu Undivided Family & the agreement is made with the consent of all members hence signature of all required)

**Agreement of Reference to two Arbitrators**

This Agreement made at ... this ... day of... between Mr. A of the one Part and Mrs. B of the other Part.... residing at ...

Whereas Mr. A and Mrs. B are full brother and sister.

and Whereas the father of both A & B died Intestate, on or about the ... day of ... leaving some moveable property in the shape of ornaments, Bank accounts, investment and one immovable property.

and Whereas disputes have arisen between the parties regarding their rights to and shares in the said property and also regarding partition of the said property.

and Whereas parties have agreed to refer all the disputes regarding their claims to the said property including the question of partition thereof, according to their respective rights to two arbitrators viz. Mr. X and Mr. Y. the former being appointed by Mr. A and the latter by Mrs. B.

and Whereas the parties have agreed to enter into this agreement for reference to arbitration of the said disputes and claims to the two arbitrators in the manner following.

Now It 1s Agreed Between the Parties Hereto As Follows:

1.     The parties hereto refer all their disputes and claims regarding the properties left by their father the late Mr... including the question of their respective shares and including effecting partition of the said properties and all other questions incidental thereto to the arbitration of the said two Arbitrators Mr. X and Mr. Y.

2.     The said Arbitrators shall, before entering upon the reference appoint an Umpire.

3.     The Arbitrators shall direct the parties to file their respective inventories of the properties left by the said deceased. as per their respective contentions.

4.     The said Arbitrators shall allow the parties to file their respective claims and contentions and to file documents relied upon by them within such reasonable time as the Arbitrators may direct.

5.     The said Arbitrators shall give hearing to the parties either personally or through their respective Advocates but the Arbitrators will not be bound to take any oral evidence including cross examination of any party or person.

6.     The said Arbitrators shall make their Award within a period of four months from the date of service of a signed copy of this Agreement on them by any of the parties hereto provided that the Arbitrators will have power to extend the said period from time to time with the consent of both the parties.

7.     The Arbitrators will not make any Interim Award.

8.     The Arbitrators will have full power to award or not to award payment of such costs of and Incidental to this arbitration by one party to the other as they may think fit.

9.     Subject to the provisions of the Arbitration Act 1940 the award will be binding on the parties hereto.

10.  The Arbitration shall subject to what is herein provided, be governed by the provisions of the Arbitration Act.

In Witness Whereof the parties have put their respective hands the day and year first hereinabove written.

Signed by the with in named

Mr. A ...... in the presence of

Signed by the with in named

Mr. B ...... in the presence of

**Award by an Arbitral Tribunal**

This is the Award by the undersigned, made the ………..day 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 thereunder 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 the ………..day 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 Know 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 the ………..day 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.)

**Agreement for Reference to Three Arbitrators**

This Agreement is made the…day of…Between AB etc., of the one part and CD, etc., of the other part.

Whereas the parties hereto have been carrying on the business; in general merchandise in the partnership under the partnership deed dated….........where under each party is entitled to equal share in the profit and loss there from;

and Whereas the disputes and difference have arisen between the parties aforementioned and it is impossible to carry on the said business in the partnership; and

and Whereas the parties have agreed to refer the dispute to the arbitration of three arbitrators, namely X, Y and Z.

Now It Is Hereby Agreed between the aforesaid parties as follows:

1.     The arbitrators will have the power to decide and determine the following matter, which are referred to their final determination and award-

a.     …………………

b.    …………………

c.     …………………

2.     The arbitrators shall enter upon the reference on or about the…and shall deliver their award as expeditiously as possible.

3.     The decision and the award of the arbitrators shall be final and conclusive and binding on the parties hereto.

4.     The said X shall be the President of the tribunal of arbitration who shall be responsible to arrange the sittings and conduct of the arbitration proceedings.

5.     If there is any difference of opinion between the arbitrators the decision of the majority shall prevail.

6.     The arbitrators may proceed ex parte in case either party fails to appear after reasonable notice.

7.     The arbitrators shall be paid a fee of RS…and such fees as well as the costs of the reference and other expenses incidental to the arbitration shall be borne and paid by such of the parties or by both parties in such proportion as the arbitrators shall by their award direct.

8.     The arbitrators may, from time to time, call upon any party to submit such documents as they may require for perusal and consideration in connection with the arbitration.

9.     This agreement shall remain effective and enforceable against the legal representatives of either party in case of his death.

10.  The arbitrators may appoint an accountant to examine the account of the parties if they think it necessary and the remuneration of the accountant as determined by the arbitrators shall be the costs in the reference to be paid by the parties as the arbitrators may direct in their award.

11.  The arbitrators will be entitled to award money compensation if absolutely necessary in order to equalise the value of the lots to be allotted to the parties.

12.  The provisions of the Arbitration & Conciliation Act, 1996 shall apply to this reference.

13.  The costs of this reference shall be in the discretion of the arbitrators.

in Witness Where of the parties hereto have signed this agreement on the day and year first written above.

…(Sd.)

(AB)

…(Sd.)

(CD)

**Agreement for Reference to two Arbitrators**

This Agreement made on the…day of…between AB, etc., of the one part AND CD, etc. of the other part.

Whereas the parties aforesaid have been carrying on the business as partners in the name and style of. …at…under a partnership deed dated……….;

And Where as each party has contributed to the capital of the partnership RS…and has been sharing the profit and loss of the partnership in equal shares;

And Where as the business in the partnership has been carried on for the last …years,

And Where as disputes and difference have arisen between the parties hereto rendering it impossible to carry on the business in the partnership; and

And Whereas the parties have agreed to refer the following matters for the decision of two arbitrators, namely M/s……………. and……………………

1.     The amount of profit and loss as per the books of account of the partnership;

2.     The liability of the parties to pay the amounts on settlement of accounts; and

3.     Fixation of the date on which the partnership shall be deemed to be dissolved.

Now it is hereby Agreed as follows:

1.     The arbitrators shall enter upon the reference and decide the aforesaid matters.

2.     The arbitrators shall make their award within three months after entering upon the reference or after having been called on to act by notice in writing from any party to the submission, or on or before any later day to which the arbitrators by any writing signed by them may from time to time enlarge the time in making the award.

3.     The aforesaid two arbitrators shall have the power to appoint an Umpire at any time of the period during which they have to make the award.

4.     If the arbitrators agree among themselves then their unanimous decision shall award and will be binding on the parties. If the arbitrators do no agree, then the umpire shall make his award within one month, after the original or extended time appointed for making the award of the arbitrators has expired, or on before any later day to which the Umpire by any writing signed by him, may from time to time enlarge the time for making the award and in that case the decision of the Umpire shall be binding on the parties.

5.     The arbitrators may proceed ex parte in case the either party fails to appear after reasonable notice.

6.     This agreement shall remain effective and enforceable against the legal representatives of either party in case of death.

7.     The arbitrators may appoint an accountant for examining the account of the party if they think necessary and the remuneration of the accountant as determined by the arbitrators shall be the costs in the reference to be paid by the parties as the arbitrators may direct in their award.

8.     In case the arbitrators award that any sum is due from one party to the other, then the party to whom the said sum is awarded may apply to the court for having a decree passed in terms of the award and may realise the amount in execution of the decree from the other party.

9.     The provisions of the Indian Arbitration & Conciliation Act, 1996, shall apply to this reference.

10.  The costs of this reference shall be in the discretion of the arbitrators.

In Witness Whereof the parties hereto have signed this agreement on the day and year first written above.

………………………..…(Sd.)

(AB)

……………………………(Sd.)

(CD)

**Arbitration Agreement among Members of H.U.F.,**

This agreement made on this \_\_\_\_\_\_\_\_\_\_, 2000 at \_\_\_\_\_\_\_\_\_\_\_\_ between:

1.     Mr. KC aged about \_\_\_ years s/o Mr. JN r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 1st party.

2.     Mr. PC aged about \_\_\_ years s/o Mr. KC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 2ndparty.

3.     Mr. JL aged about \_\_\_ years s/o Mr. KC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 3rd party.

4.     Km. KV aged about \_\_\_ years d/o Mr. KC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 4th party.

5.     Mr. JN aged about \_\_\_ years s/o Mr. KC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 5th party.

Whereas the above parties are members if a Joint Hindu family and has joint assets and business. And whereas differences have arisen among the parties in connection with their rights in assets and business. And whereas the parties are not agreed in connection with division of assets and business.

And whereas parties have named also claim regarding acquiring of certain properties out of their personal resources, which are not to be divided.

**And whereas parties have agreed to refer the matters to two arbitrators namely:**

      i.        Mr. PK aged about \_\_\_ years s/o Mr. JN r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

     ii.        Mr. KL, aged about \_\_\_ years s/o Mr. JK, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW THIS AGREEMENT WITNESSES AS UDNER:-

1.     That arbitrators shall decide the value of the joint family property and shall determine the division of the same among the members.

2.     That the arbitrators shall determine the assets and shall determine the value of the goodwill of the business and shall distribute the same among the parties.

3.     That the arbitrators shall divide the business and family property among the parties in the manner they decide.

4.     That the arbitrators shall determine the share of unmarried daughter, which shall be given to 1st party for safe custody and give her after her marriage.

5.     The arbitrate shall be entitled to award compensation in money form one party to another in order to equalize the share.

6.     That the arbitrators shall be entitled to sell the property, which is not divisible and distribute the sale proceed among the parties.

7.     The arbitrators shall also be entitled to partition any of the joint family property, build the structure or demolish any of them as they may think fit.

8.     That the arbitrators, may issue notices in writing, mentioning the date and place of hearing, on which date the parties are bound to attend for providing evidences in connection with their claims.

9.     That the arbitrators shall be entitled to appoint an accountant for accounting purposes, whose remuneration shall be included in the arbitrators fee, which they will charge.

10.  That the arbitrator’s award shall be final and binding on all the parties, their successors, assignees and legal representatives.

11.  If the arbitrators differ, they will appoint an umpire whose decision shall be find.

The above named and parties do hereby agree to all the terms and conditions mentioned above without any duress, coercion or undue influences and after fully understanding the terms and conditions of this deed of arbitration and bind ourselves, our heirs, assignees and legal representatives , and do hereby put our hands on this \_\_\_\_\_\_\_\_\_\_\_, 2000 in the presence of the following witnesses:

Witnesses:

Name………….                                            1st party………………

Address………

Name………….                                            2nd party………………

Address………

Name………….                                            3rd party……………….

Address………

Name………….                                            4th party……………….

Address………

Name………….                                            5th party……………….

Address………

**Form of Agreement for Reference to Two Arbitrators**

This deed of agreement made on this \_\_\_\_\_\_\_\_\_\_\_, 2000 between:

1.     SN, aged about \_\_\_ years, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 1st party.

2.     PK aged, about \_\_\_ years s/o Mr. GC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 2nd party.

3.     RK aged about 25 years s/o Mr. GC r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 3rd party.

Where as first, second and third parties have been carrying on business of sales and purchase of electrical goods at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in partnership under name and style \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ since \_\_\_\_\_\_\_\_\_\_\_\_.

and Where as all the three parties have invested equal capital at the start of the business.

and Where as all the three parties have equal share of profit and loss in partnership business,

and Where as difference have arisen between the parties and now it has become impossible to carry on the business under the partnership.

and Where as the parties aforesaid have agreed to refer the matters hereunder to two arbitrators namely Mr. PK s/o Mr. RP r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr. GL s/o Mr. SL r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for their decision.

Now This Deed of Arbitration Witnesses As Under: -

1.     That the profit and loss account of the partnership business shall be prepared under the supervision of arbitrators aforesaid.

2.     That the liabilities to pay the dues of the creditors by the parties shall be settled by the arbitrators on settlement of the account.

3.     That the arbitrators shall decide the date on which the partnership firm shall be deemed to be dissolved.

4.     That the arbitrators shall decide the matter within 4 months. But in case the matter is not decided within 4 month the time to make the award shall be extended by mutual consent of the parties.

5.     That the arbitrators are entitled to appoint an umpire, when they require during the period in which they are required to make the arbitration award.

6.     That if the arbitrators agree among themselves on the matter of dispute, then their award shall be final. If they differ on the matters, then umpire shall decide the matter and the award by umpire shall be binding on the parties.

7.     The arbitrators shall issue notice to the parties for appearance to clear the position of dispute and produce evidences which they think proper. But if the parties do not appear, the arbitrators shall decide the matter ex-parte.

8.     This deed of agreement shall be binding on the legal representatives, assignee and heir of the parties, in case of death of either party.

9.     The arbitrators may, if they deem it necessary, appoint an account for finalisation of the accounts and shall fix the remuneration of the accountant which shall be included in the cost of the arbitrators fee.

10.  On the arbitration award, if any sum is due on any of the parties, then the party in whose favour the award is granted, may apply to the Court for a decree upon the award and for extension thereof.

11.  That except the matter provided in this agreement, the provisions of the Arbitration Act shall apply.

12.  That it shall be the discretion of the arbitrators to fix the cost of this reference.

The abovenamed parties do hereby agree to all the terms and conditions stated above without any duress, coercion or undue influence and after fully understanding the terms of this deed of arbitration and bind ourselves, our heirs, assignees and legal representatives, and hereby put our hands on this \_\_\_\_\_\_\_\_\_\_, 2000 in the presence of the following witnesses:

Witnesses:

1. Name……………..                 1.Signature…………                     1st party

Address…………..

2. Name……………..                 2.Signature…………                     2nd party

Address…………..

3. Name……………..                 3.Signature…………                     3rd party

Address…………….

**Form of Agreement for Reference to Three Arbitrators**

This deed of agreement made on this \_\_\_\_\_\_\_\_\_, 2000 between:

1.     Shri PL, aged about \_\_\_ years s/o Shri SS r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Delhi, hereinafter called the 1st party.

2.     Shri KL, aged about \_\_\_ years s/o Shri SS r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 2nd party.

3.     Shri CL, aged about \_\_\_ years s/o Shri SS r/o \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 3rd party.

Whereas the above parties are carrying on business of general

merchandise in partnership under name and style M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ since \_\_\_\_\_\_\_\_, 2000.

a.     And whereas share profit or loss in the firm is : 1st party 50%, 2nd party 30% and 3rd party 20%.

b.    And whereas all the three parties are active partners in the partnership business.

c.     And whereas some disputes have arisen among the parties above named and it has become impossible to carry on business under partnership

d.    And whereas the parties hereto have agreed to refer the matter to the arbitration mentioned here under :

                               i        Mr. PK s/o Mr. KP, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

                              ii        Mr. PK s/o Mr. RP, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

                             iii        Mr. SK, s/o Mr. JN r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Now this Agreement Witnesses as Under:

1.             The arbitrators are entitled to decide and determine the following matter of disputes, which are referred to them for final determination and award.

a.     To determine the position of assets and liabilities of the firm.

b.    To prepare the list of sundry debtors and creditors

c.     To divide the assets and liabilities according to the share of the parties.

2.     That the arbitrators shall enter upon the reference with effect from \_\_\_\_\_\_\_\_\_\_\_ and shall deliver their award within 4 months.

3.     That the award given by the arbitrators shall be final and binding on the arbitrators.

4.     That the award of the arbitrators shall be final and binding on heirs, legal representatives and assignees of the parties in case of death of any of the party during the course of arbitration proceedings.

5.     That Mr. RN, the 1st arbitrator shall be the President of the arbitration tribunal who will arrange the sitting for arbitration proceedings.

6.     In case of difference of opinion between the arbitrators , the decision of the majority shall be final.

7.     The arbitrators shall fix up the date of hearing and issue notices to the parties for appearance.

8.     That if the parties do not turn up on the date fixed for hearing, the arbitration will proceed ex-parte.

9.     That this agreement shall be binding on the legal representatives, heirs, and assignees in case of death of any of the parties.

10.  If the arbitrators think it proper, they shall appoint an accountant for preparation and finalisation of accounts on fixed remuneration and shall include the remuneration in the cost of arbitration award.

11.  If the arbitrators award that any sum is due against any party, then that party may file a suit in the proper Court and obtain a decree in terms of award and shall realize the same from the party against whom the sum is due.

12.  That save the matter provided in this deed, the provision of the Indian Arbitration & Conciliation Act, 1996 shall apply to this reference.

13.  That it shall be the discretion of the arbitrators to fix the cost of reference.

The above named parties do hereby agree to all the terms and conditions stated above without any duress, or undue influence and after fully understanding the terms of this deed of arbitration, do hereby put our hands on this \_\_\_\_\_\_\_\_\_\_\_, 2000, in the presence of following witnesses:

1.     Name……………………                                                          Signature……………….

Address………………..                                                          1st party……………….

2.    Name……………………                                                            Signature……………….

Address………………..                                                          2nd party……………….

3.    Name……………………                                                            Signature……………….

Address………………..                                                           3rd party………………

**Arbitration Agreement between Three Partners**

This Agreement made at ... this ... day of... between Mr. A of the One Part Mr. B of the Second Part and Mr. C of the Third Part.

whereas the parties hereto have been carrying on business in partnership under a Deed of Partnership dated ... entered into by the parties hereto and in the name of M/s X Y Z & Co.

And Whereas disputes and differences have arisen between the parties regarding the management of the business of the partnership accounts and the legality of certain transactions entered into.

and Whereas one of the partners has given notice of dissolution of the partnership, the validity of which is disputed by the others.

and Whereas each of the parties in terms of the arbitration clause contained in the said Deed of Partnership has appointed an arbitrator being Mr. D. Mr. E and Mr. F.

and Whereas the parties have agreed to enter into a separate submission paper or Arbitration agreement in the manner following:

Now It Is Agreed Between The Parties hereto as Follows:

1.     The parties hereto agree to refer to the said three Arbitrators M/s. D, E and F all their disputes and differences 'inter se' touching the business of the said partnership, its properties and accounts and arising out of or in connection with the said Deed of Partnership and without prejudice to the generality of this clause, to decide the following questions:-

a.     To decide whether the notice of dissolution given by one partner Mr. A is valid if so, the date of dissolution and If not to decide whether the other parties are entitled to continue the said business without the said Mr. A and to decide the date of his retirement.

b.    In the event of the arbitrator holding that the partnership is dissolved, to divide and partition the moveable and immovable assets of the Firm among the parties according to their respective rights under the Deed of Partnership with power to the Arbitrator to sell any part of the said assets for equitable distribution among the parties.

c.     To take accounts of the partnership for the last three years that is from ... to ... and to ascertain the amount payable by one to the other or others If any.

d.    To make provisions for payment of debts and liabilities of the Firm including Income-tax liabilities.

2.     he Arbitrators shall direct the parties to file statements of their respective claims, legal submissions and reliefs claimed and each party to file his statement of defence in reply to the statements of claims of others.

3.     The Arbitrators shall allow the parties to produce documents in support of their claims.

4.     The Arbitrators shall direct the books of account and other papers of the Firm to be produced before them and arrange for their safe custody. The Arbitrators will have power to appoint a qualified accountant to inspect the accounts and to draw a balance sheet,.

5.     The Arbitrators shall allow the parties to be represented by their respective advocates.

6.     The Arbitrators shall not be bound to take oral evidence but if any party or their witness is examined he will be allowed to be cross-examined.

7.     If there is difference of opinion between the Arbitrators during the Arbitration proceedings or in making the award the decision of the majority will prevail and binding on the parties.

8.     The Arbitrators shall be entitled to make one or more Interim Awards.

9.     The Arbitrators shall make their award within four months from their entering upon the reference but can extend the said period from time to time with the consent of all the parties hereto obtained in writing.

10.  In the event of any party refusing to participate in the Arbitration proceedings or remaining absent without valid cause, the Arbitrator shall have power to proceed ex-parte against such party.

11.  The costs of the Arbitration proceedings will be in the discretion of the Arbitrators.

12.  The Arbitration, subject to what is herein provided shall be governed by the Arbitration &Conciliation Act, 1996.

In Witness Whereof the parties hereto have put their hands the day and year first hereinabove written.

                                                  Signed and delivered by the

with in named Mr. A . ............. in thepresence of ............................

                                                  Signed and delivered by the

with in named Mr. B ............... in the presence of ...........................

                                                  Signed and delivered by the

with in named Mr. C ...............in the presence of.............................