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| **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 | |  | | --- | |  | |