

**THIS IS JUST A FORMAT.**

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## **Agreement of Reference to a common Arbitrator**

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Agreement made at ... this ... day of ... between Mr. A of ... residing at ... hereinafter referred to as the Party of the First Part and Mr. B of ... residing at ... hereinafter referred to as the Party of the Second Part.

### WHEREAS

1) By an Agreement (Building contract) dated the ... day of ... entered into between the parties hereto the Party of the First Part entrusted the work of constructing a building on his plot of land situated at... to the Party of the Second Part on the terms and conditions therein mentioned.

2) The Party of the Second Part has commenced the construction of the building according to the plans sanctioned by the ... Municipal Corporation and has completed the construction to the extent of the 1st floor level.

3) The Party of First Part has made certain payments to the Party of the Second Part on account but the Party of the Second Part is pressing for more payments which according to the Party of the First Part he is not bound to pay and, therefore, the work has come to a standstill.

4) Disputes have therefore arisen between the parties hereto regarding the interpretation of certain provisions of the said agreement and also regarding the quality of construction and delay in the work.

5) The said agreement provides that in the event of any dispute or difference arising between the parties the same shall be referred to arbitration and the Arbitration shall be governed by the provisions of the Act, governing arbitration.

6) The parties have agreed to refer all the disputes regarding to the said contract to Mr... Architect, as common Arbitrator and have proposed to enter into this Agreement for reference of the disputes to the sole arbitration of the said Mr...

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. That the following points of dispute arising out of the said agreement dated ... are hereby referred to the sole arbitration of the said Mr... for his decision and award.

2. The points of dispute are:—

- a) Whether the Party of the Second Part has carried out the work according to the sanctioned plans and specifications.
- b) Whether the Party of the Second Part has delayed the construction.
- c) Whether the Party of the Second Part is overpaid for the work done upto now.
- d) Whether Party of the First Part is bound to make any further payment over and above the payments made upto now for the work actually done.
- e) All other claims of one party against the other party arising out of the said contract upto now.

3. The said Arbitrator shall allow the parties to file their respective

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claims and contentions and to file documents relied upon by them within such reasonable time as the Arbitrator may direct.

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

5. The said Arbitrator shall make his Award within a period of four months from the date of service of a copy of this agreement on him by any of the parties hereto provided that, the Arbitrator will have power to extend the said period from time to time with the consent of both the parties.

6. The Arbitrator will not make any interim award.

7. The Arbitrator 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 he may think fit.

8. The arbitrator will be bound to give reasons for the award.

9. Subject to the provisions of the Arbitration and Conciliation Act 26 of 1996 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 said Arbitration and Conciliation Act of 1996.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

SIGNED by the withinnamed )  
Mr. A ... in the presence of )

Signed by the withinnamed )  
Mr. B... in the presence of )

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