#### AWARD BY AN ARBITRAL TRIBUNAL

THIS IS THE AWARD by the signatory, made on ………. day of ………

WHEREAS by an agreement under the deed, dated………. Made between…………. contractor pf the one part and……………. (owner of the property) of the other part certain works upon the land of the said (owner) in conformity with the authorized plans and specifications mentioned therein. Further, it was decided by the parties that later if any dispute arises between the parties regarding the agreement or its interpretation or the rights, duties or liabilities conferred to either of the parties, the same should be referred to two arbitrators and their umpire according to the provisions of Arbitration & Conciliation Act, 1996.

AND WHEREAS disputes have emerged between the forenamed parties to the agreement the said contractor by writing dated………. appointed Shri………… (1st arbitrator) …………of etc, and the said owner by writing dated……………. appointed Shri………. (2nd arbitrator) ……. of etc, to perform as arbitrators and resolve the disputes between the parties.

AND WHEREAS the aforesaid arbitrators have respectively undertaken the appointments and took upon themselves to resolve the said matter and before initiating the proceedings for the consideration of the disputed matter referred to them by writing dated………. appointed me the Presiding Arbitrator in the arbitration.

AND WHEREAS the said arbitrators duly extended the time period for the award until the ………. day of………….

AND WHEREAS the said arbitrators were not able to agree unanimously on the award and in such situation gave me a notice in writing dated…………. referring the dispute to me.

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

1. I find that the finalization of the work even though was delayed for……. months exceeding the agreed date on which it ought to have been completed but I find that such postponement was caused partly due to unfavorable weather and partly due to lesser number of workers caused by labour strikes and also, they have taken up construction works under the Government, and I find and award that the contractor is not liable for any damage on that account.
2. I find that a portion of the work carried out by the said contractor was found to be faulty in the following aspects…………. (Defects set out) and I award that the owner is entitled to Rs………….as compensation.
3. I find and award that after subtracting the said amount of Rs……on account of the damages there is still amount of Rs………due to the contractor in respect to the issue between the said parties.
4. I direct the owner to deposit the said amount of Rs……….to the contractor on or before the ………..day of……..
5. I award and direct that the cost of the 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 owner or whatever may be the award as to costs.

…(Sd.)