**AGREEMENT FOR CONCILIATION OF DISPUTES**

This Agreement made at……………………on this……………day of………20…between X son of resident of………………(hereinafter referred to as "the party of the FIRST PART") (which expression shall unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives and assigns) and Y son of Shri.......resident of……………(hereinafter referred to as "the party of the Second Part") (which expression shall unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives and assigns).

**WHEREAS** the party of First Part has entered into a contract to supply…………to the party of the Second Part.

**AND WHEREAS** the differences and disputes have arisen between the said parties above mentioned relating to quality of goods supplied by the party of the First Part.

**AND WHEREAS** the party of the Second Part has not made full payment to the party of the First Part and the parties hereto could not settle the disputes mutually.

**AND WHEREAS** the parties have agreed to refer their disputes to the conciliation of one conciliator Shri ...................

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

(1) All the disputes between the parties relating to the supply of…………shall be referred to conciliation of sole conciliator Shri……………for his final determination.

(2) Each party shall submit to conciliator a brief written statement describing the general nature of the dispute and points at issue. Each party shall send a copy of such statement to the other party. If the conciliator requests for submission of a further written statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate, he shall submit the said written statement, etc. The party submitting such written statement, shall send a copy of such statement, documents and other evidence to the other party

(3) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.

(4) The conciliation proceedings shall be held at such place as determined by the conciliator, after consultation with the parties, having regard to the circumstances of the conciliation proceedings.

(5) The parties shall cooperate with the conciliator. Each party shall endeavour to comply with requests by the conciliator to submit written materials, provide evidence and attend meetings.

(6) Both the parties may arrange for administrative assistance during the conciliation proceedings as required by the conciliator.

(7) If during the conciliation proceedings, it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties, for their observations. After receiving the observation of the parties the conciliator may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written agreement. On the parties signing the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

(8) On execution of settlement or agreements, the conciliator shall authenticate the said agreement and furnish a copy thereof to each of the parties.

(9) The cost of conciliation shall be fixed by the conciliator and give written notice thereof to the parties. The costs of conciliation shall be borne by the parties in equal shares.

In witness whereof the parties have signed these presents hereof, the day, month and year first hereinabove written.

**Witnesses**

1. Signed and delivered by X

2. Signed and delivered by Y