**ARBITRAL AWARD BY PRESIDING ARBITRATOR**

In the Matter of an Arbitration between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of parties].

THIS IS THE AWARD of me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the name, address etc. of Presiding Arbitrator] made  the \_\_\_\_\_\_\_ day of) \_\_\_\_\_\_\_\_\_.

 WHEREAS:

1. By an agreement dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ and made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of contractor] of the one part and [insert the name, address etc. of owner of property] of the other part (being an agreement by the said [contractor] to construct certain works upon the premises of the said [owner] in accordance with plans and specifications therein referred to) it was agreed that if any dispute should arise between the parties thereto touching the said agreement or the construction thereof or the rights duties or liabilities of either party thereunder the same should be referred to two arbitrators and their Presiding Arbitrator in accordance with the provisions of section 11(3) of the Arbitration and Conciliation Act, 2015.
2. Disputes having arisen between the parties to the said agreement the said [contractor] by writing dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ nominated and appointed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of one arbitrator] and the said [owner] by writing dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ nominated and appointed [insert the name, address etc. of other arbitrator] to be the arbitrators to settle the said matters in difference.
3. The said arbitrators respectively accepted the said appointment took upon themselves the burden of the said reference and by writing under their hands dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ appointed me the said [third arbitrator] as Presiding Arbitrator in the said arbitration before entering upon the consideration of the matters referred to them. ?
4. The said arbitrators in accordance with a power contained in the said agreement duly enlarged the time limited by the said agreement for making their award until the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_.
5. The said arbitrators were unable to agree upon an award and gave me notice in writing dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ of that fact [or allowed the time limited for doing so to expire without making an award] and thereupon the disputes stood referred to me. ?

NOW BE IT KNOWN that I the said [Presiding Arbitrator] make and publish this award of and concerning such matters as follows:

1. We find that the completion of the work was delayed for three months beyond the date on which it ought to have been completed but we find that such delay was caused partly by exceptionally bad weather and partly by other causes not within the control of the said [contractor] within the meaning of the clauses of the said agreement, dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ which relate to time of completion and damages for failure to complete and we find and award that the said [contractor] is not liable for any damages on that account.
2. We find that part of the work executed by the said [contractor] was defective in the following respects [set out] and we award that the said [owner] is entitled to damages on that account.
3. We award that after deducting the said sum of Rs. \_\_\_\_\_\_\_\_ there is due and owing to the said [contractor] in respect of the matters in dispute between the said parties to the reference the sum of Rs. \_\_\_\_\_\_\_.
4. We direct the said [owner] to pay the said sum of Rs.\_\_\_\_\_\_\_ to the said [contractor] on or before the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_.
5. We award and direct that the costs of the said [contractor] of and incidental to the reference together with the costs of the arbitrators and of this our award shall be borne and paid by the said [owner, or whatever may be the award as to costs].

AS WITNESS etc.

Place:

[Signature of majority of members of Arbitral Tribunal]