**Special case on question of law arising during reference of differences under building contract**

*In the Matter of an Arbitration between [parties] and In the Matter of the Arbitration and Conciliation Act, 2015*

*Special Case*

THIS is a special case stated for the decision of the court [pursuant to an order of [the Honourable Mr. Justice \_\_\_\_\_\_\_\_\_\_\_\_\_\_] dated \_\_\_\_\_\_\_\_ ] in accordance with section 8 of the Arbitration and Conciliation Act, 2015.

1. By a contract in writing (annexed hereto and marked M. N. 1) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, made between [*claimant*] (hereinafter called the claimant) and [*respondent*] (hereinafter called the respondent) the claimant agreed to build for the respondent and the respondent agreed to pay for a house to be built on certain land of the respondent at \_\_\_\_\_\_\_\_\_ [*place*] in accordance with a specification and plans in the said contract referred to at a price of Rs.\_\_\_\_\_\_\_ or such other sum as should become payable in accordance with the conditions of the said contract.
2. One of the conditions of the said contract was that any dispute that might arise between the parties should be referred to arbitration and a dispute did arise and was referred to me as sole arbitrator.
3. At the hearing before me it was contended on behalf of the claimant that in calculating the amount due under the said contract I ought to have regard to certain correspondence between the parties relating to a contract dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ for another house being built by the respondent for the claimant on the adjoining site but having heard the objection of the respondent I declined to admit such correspondence as evidence. A bundle containing the said correspondence is annexed hereto and marked \_\_\_\_\_\_.

THE QUESTION for the decision of the court is:

Whether or not in calculating the amount due I ought to have regard to the said correspondence.

AS WITNESS etc.