

## ARBITRATION AGREEMENT REFERRING THE MATTERS IN DISPUTE TO THREE ARBITRATORS

THIS AGREEMENT made this.....day of.....20..... between A, son of resident of.....(hereinafter, referred to partner No. 1), B, son of Y, resident of.....hereinafter referred to, partner No. 2) and Q son of Z resident of.....(hereinafter referred to partner No. 3).

### WHEREAS

(1) The aforesaid partners are trading as partners under the firm name and style of M/s.....at..... under an Agreement of Partnership dated.....

Comment [P1]: Partners trading as partners

(2) Disputes and differences have arisen between the aforesaid partners in connection with the affairs of partnership, and it is not possible to carry on the business in, future.

Comment [P2]: Disputes arose in carrying on the business

(3) The parties have agreed to refer the disputes and differences to arbitration of three arbitrators one to be appointed by each partner, whose award shall be final and binding on the said parties

Comment [P3]: Agreement of parties to refer disputes to arbitration

### NOW IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

(1) All the disputes and differences between the parties hereto shall be referred to arbitration of M, N and O arbitrators nominated by A, B and C respectively.

Comment [P4]: Reference of disputes to arbitration

(2) The arbitrators shall enter upon the reference on or about.....

Comment [P5]: Commencement of arbitration proceeding

(3) The arbitrator M shall be the presiding arbitrator of the tribunal of arbitration and he shall preside at every meeting of the arbitrators. The presiding arbitrator shall record the proceedings of arbitration and will issue notices and summons required to be issued by the arbitrators under his own signature.

Comment [P6]: Procedure of arbitration

(4) The arbitrators shall hold proceedings and deliberate jointly and the witnesses and the parties will be examined in the presence of all of them. However, if due to unavoidable circumstances any arbitrator is unable to present at any sifting of the arbitrators, the presiding arbitrator may proceed with the proceeding with another arbitrator and report proceedings at the next joint meeting of the arbitrators.

Comment [P7]: Arbitration proceedings to be held jointly

(5) In case of difference on any point or award, the decision of the majority shall be deemed to the decision of the arbitrators and shall be binding on all the parties.

Comment [P8]: Majority decision will be decision of arbitrators

(6) The parties shall cooperate with the arbitrators and shall submit documents, writings, papers, vouchers and books within their possession or control which the arbitrators may require and call for. The parties shall also be entitled to adduce oral or documentary evidence as they may think fit on such dates, as the arbitrators may appoint or whenever allowed by the arbitrators to do so.

Comment [P9]: Parties covenant to cooperate with arbitrators

(7) The arbitrators shall make their reasoned award within one year or such further extended time as may be decided by them, with the consent of the parties from the date of entering on the

Comment [P10]: Award .

reference. In case during the arbitration proceedings, the parties mutually settle, compromise or compound their disputes or differences, the reference to arbitration and the appointment of arbitrators shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrators.

(8) The award of the arbitrators shall be final and binding on the parties

Comment [P11]: Finality of award

(9) The submission to arbitration shall not be revoked by the death of any party and the arbitrators may proceed with the reference after the death of any party.

Comment [P12]: Reference not revocable by the death of any party

(10) If any party after reasonable notice, at any time neglects or refuses to attend on the reference without showing any sufficient and good cause for omitting to attend, which the arbitrators consider good and sufficient, the arbitrators shall be at liberty to proceed ex parte.

Comment [P13]: Arbitrators may proceed ex parte

(11) The arbitrators may appoint an accountant for examining the accounts of the partnership, if they think necessary and the remuneration of the Accountant as determined by the arbitrators shall be the costs in the reference

Comment [P14]: Appointment of accountant

(12) The cost of and incidental to the reference and award respectively shall be in the discretion of the arbitrators, who may determine the amount thereof, or direct the same to be taxed as between party and party and shall direct by whom and to whom and in what manner, same shall be borne and paid.

Comment [P15]: Cost of arbitration

(13) This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Comment [P16]: Arbitration under Arbitration and Conciliation Act, 1996

(14) The arbitrators shall make a record of the oral evidence adduced by the parties.

**IN WITNESS WHEREOF**, the parties hereto have set and subscribed their respective hand the day and year first hereinabove written.

#### WITNESSES

1 Signed and delivered by A

Signed and delivered by B

2. Signed and delivered by C