

ARBITRATION CLAUSE IN BUILDING AGREEMENT

“In case any dispute should arise between the owner and the contractor, whether in respect of delay in supply of materials by the owner or delay in execution of work by the contractor, or the quality of the materials so supplied or the quality of the work done or in respect of decorations or alterations suggested or made or extra work required to be done and so executed or not, or in respect of measurements or work done or required to be done, or demand and payment for part or whole of the work done or not done or delay or refusal in grant of architect's certificate by the Engineer or its correctness or touching the interpretation, fulfilment or breach of any of the terms of these presents or in respect of deductions to be made or extra payments to be recovered for work improperly done or not executed or in respect of work got done through another contractor for default or breach or non-completion of work agreed to be done under the particulars and for assessment of the value thereof and fixation of liability for the same between the parties hereof or in respect of any act or omission arising out of the performance or non-performance or the obligations or duties pursuant to these presents, the said dispute or disputes shall be referred to the arbitration and final award of a single arbitrator if the parties agree thereto in writing (failing which to the arbitration of an arbitrator to be appointed by the President of the Institute of Engineers) (or failing which to the arbitration of the municipal or corporation engineer or any competent engineer or architect nominated by him in writing) on a reference made to him by any of the parties by notice in writing, a copy whereof will be served on the other party at the address mentioned above or such other address as may be notified by that other party sent by registered post. The arbitrator shall be entitled to proceed ex parte after notifying the parties by a reasonable notice as to the time and place therefor. The arbitrator shall also be entitled to associate with himself a surveyor, if necessary at his discretion. The arbitrator shall have power to reopen and revise any certificate granted by the architect engineer under these presents.”