

AGREEMENT TO REFER DESPUTE TO ONE ARBITRATOR

(USUAL FORM)

THIS AGREEMENT made on the ...day of ...BETWEEN AB, etc. AND CD, etc.

WHEREAS

1. AB has made the following claims against CD;
 - (1) ...
 - (2) ...
 - (3) ...
 - (4) ...
2. CD does not admit the said claims of AB.
3. Dispute have arisen between the parties hereto respecting these claims; and
4. The parties aforementioned agree to refer the said disputes to arbitration.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO as follows:

1. All the matters in dispute relating to the claims of CD are referred to the final determination and award of OP as arbitrator.
2. For the purpose of final determination of the disputes aforesaid, the arbitrator may take such evidence and make such enquiries, as he deems proper. He may proceed ex parte in case any party fails to attend before him after reasonable notice. However, he cannot embark upon any secret enquiries for this purpose behind the back of the parties.
3. The provisions of the Arbitration & Conciliation Act, 1996, so far as applicable and as are not consistent or repugnant to the purposes of this reference shall apply to this reference to arbitration.
4. Both the parties agree that they would co-operate and lead evidence before the arbitrator.
5. The parties hereto agree that this reference to arbitration would not be revoked by death of either party or for any cause.
6. The award of the arbitrator shall be binding on the parties their heirs, executors and legal representatives.

7. The parties hereto agree that within one months of the passing of award, the said award shall be filed in the court and a decree obtained in the terms of the award.

8. The cost of this reference shall be in the discretion of the arbitrator.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first written above.

...(Sd.)

(AB)

...(Sd.)

(CD)