**ARBITRAL AWARD BY THREE ARBITRATORS: PARTNERSHIP DIFFERENCES**

In the Matter of an Arbitration between [parties]

THIS IS THE AWARD of us \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of first arbitrator], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of second arbitrator] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of third arbitrator] made the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_.

WHEREAS:

1. By an agreement in writing dated the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ and made between [four partners] all of \_\_\_\_\_\_\_\_ in the county of \_\_\_\_\_\_\_\_ trading together in co-partnership under the style or name of \_\_\_\_\_\_\_\_\_\_ after reciting that the parties thereto had since the year \_\_\_\_\_\_\_\_, carried on the trade or business of \_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_ aforesaid under the provisions of articles of partnership dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ and made between the parties thereto and that it had been agreed between the parties thereto that the said [first partner] and [second partner] should retire from the said business and that disputes and differences had arisen between the parties thereto in respect of the partnership and the accounts thereof and certain alleged breaches or non-observance by the parties thereto of the provisions of the said articles of partnership and as to the terms of the dissolution and of the mode of payment to the retiring partners and the security to be given for their shares in the capital and as to the terms of the dissolution and of the mode of payment to the retiring partners and the security to be given for their shares in the capital and as to the several deeds assurances and instruments to be executed by the parties thereto and the contents thereof it was agreed that all matters in difference between the said parties and all questions arising out of or in any way relating to the partnership hitherto existing between the parties or as to the dissolution thereof should be referred to the award of the said [first arbitrator] [second arbitrator] and [third arbitrator].
2. The said three arbitrators have entered upon the said reference and have agreed upon their award as hereinafter appears.

NOW BE IT KNOWN that the said [first arbitrator] [second arbitrator] and [third arbitrator] hereby find and award as follows that is to say:

1. Certain breaches of the partnership articles have been committed by the individual partners but except as mentioned in clause 2 hereof no damage has thereby resulted to the firm or to the individual partners and the other partners have lost their remedy (if any) in respect thereof through delay and acquiescence. ?
2. In consequence of the sale upon credit by the said [third partner] to one [insolvent] to whom his co-partners had requested that no credit should be given and the subsequent insolvency of the said [insolvent] a loss of Rs.\_\_\_\_\_\_\_ resulted to the firm. This loss shall be borne by the said [third partner] and he is debited with such amount in the accounts which have been taken of the partnership assets showing the balance divisible amongst the partners.
3. The said [first partner] and [second partner] shall be deemed to have retired from the said business on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ as from which date the partnership shall be taken to have been dissolved and the business thenceforward carried on by the said [third partner] and [fourth partner] on their own account. A notice of such dissolution shall be published in the \_\_\_\_\_\_\_\_\_\_\_\_ [local newspaper] [and notified by circular to the customers of the firm]. ?
4. The value of the goodwill stock-in-trade and other assets of the said business including pending contracts and engagements and the book debts after making an allowance for such as are bad or doubtful is Rs. \_\_\_\_\_\_\_\_\_\_\_\_. The outstanding liabilities of the firm amount to Rs.\_\_\_\_\_\_\_\_\_\_. The net balance of the partnership assets divisible amongst the partners is the sum of Rs.\_\_\_\_\_\_\_\_\_.
5. The said [third partner] and [fourth partner] shall pay or secure the payment by instalments to each of them the said [first partner] and [second partner] of equal fourth parts of the said sum of Rs.\_\_\_\_\_\_\_\_\_\_ with interest thereon from the said [the date of dissolution] for the purchase of their respective shares in such business. The purchase money may be either paid forthwith or by instalments and secured by the covenant of the said [third partner] and [fourth partner] [and two sureties] for ?payment of the same in four equal instalments at the expiration of six, twelve, eighteen and twenty-four months from the said [date of dissolution] with interest in the meantime at the rate of Rs.\_\_\_\_\_\_ % p.a. on the balance for the time being unpaid.
6. Upon the said purchase money being paid or secured as aforesaid the said [first partner] and [second partner] shall execute assignments and assurances of their respective shares and interests in the partnership goodwill and assets together with all necessary powers to sue for and recover any outstanding assets unto the said [third partner] and [fourth partner]. The said [third partner] and [fourth partner] shall be entitled to continue to use the style or name of \_\_\_\_\_\_\_\_\_.
7. The said [first partner] being the owner of the premises upon which the business has hitherto been carried on shall if the said [third partner] and [fourth partner] so desire and of such their desire give notice in writing to the said [first partner] or his assigns at any time within five years from the date hereof sell the said premises to the said [third partner] and [fourth partner] at the price of Rs.\_\_\_\_\_\_\_\_ and in the meantime shall permit the said [third partner] and [fourth partner] to occupy the same as yearly tenants at the rent of Rs.\_\_\_\_\_\_\_\_ and shall forthwith grant a lease to carry this direction into effect.
8. The said [firstpartner] and [second partner] shall enter into a covenant with the said [third partner] and [fourth partner] not to be directly or indirectly concerned or interested in the business of a \_\_\_\_\_\_\_\_\_ to be carried on within \_\_\_\_\_\_ miles from the place of business of the late firm.
9. The said [third partner] and [fourth partner] shall pay and discharge all claims and demands against the late firm and enter into a covenant to indemnify the said [first partner] and [second partner] against the same.
10. Mutual releases shall be executed by all parties in respect of all matters relating to the said partnership business up to the said [date of dissolution].
11. In case the parties are unable to agree upon the terms of any document to be executed in pursuance of or to carry into effect any direction in this award the same shall be settled by [barrister] of [court] barrister- at-law and any such instrument shall be in such form and contain such terms as he shall think proper under the circumstances whether “usual” terms or not.
12. The costs of and attending the reference and of this award and of every deed or instrument for carrying the same into effect including the fees of the said [barrister] and the solicitor’s charges for instructing him shall be borne and paid by the parties in equal shares.

AS WITNESS etc.

Place:

[Signatures of the members of Arbitral Tribunal]