**Arbitral award by two arbitrators under clause for reference of future differences in agreement for making alterations and repairs**

In the Matter of an Arbitration between [parties]?THIS IS THE AWARD of us \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name, address etc. of first arbitrator] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the name, address etc. of second arbitrator] made the \_\_\_\_\_ day of \_\_\_\_\_\_.

WHEREAS:

1. By an agreement dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ and made between [insert the name, address etc. of owner] of the one part and [insert the name, address etc. of contractor] of the other part the said [contractor] in consideration of the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ to be paid to him as hereinafter mentioned agreed with the said [owner] that he the said [contractor] at his own proper expense would on or before the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ in a complete and workman like manner and with good and substantial materials of all sorts make the several alterations repairs and improvements to a dwelling-house known as [name] and situate at [place] and in such manner as therein is more particularly mentioned and set forth in consideration whereof the said [owner] agreed to pay to the said [contractor] the sum of Rs. \_\_\_\_\_\_\_\_\_ in manner following (that is to say) the sum of Rs. \_\_\_\_\_\_\_\_\_\_ part thereof on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ then next ensuing and the sum of Rs. \_\_\_\_\_\_\_\_\_\_ residue thereof within fourteen days next after the said dwelling-house should be completely repaired and altered in manner therein before mentioned. And it was thereby mutually agreed that if any dispute should arise between the said parties relating to the performance of the said agreement the same should be left to the decision of two indifferent persons as arbitrators the one to be named by the said [owner] and the other by the said [contractor] or to an umpire to be chosen by the said arbitrators. ?
2. The said [contractor] has made such alterations repairs and improvements to the said dwelling-house pursuant to the said agreement and has received from the said [owner] the sum of Rs. \_\_\_\_\_\_\_\_\_ being the first payment mentioned in the said agreement.
3. Disputes have since arisen touching the repairs made as aforesaid and the same have been referred to us the said [first arbitrator] and [second arbitrator].
4. [Third Arbitrator] who was duly appointed Presiding Arbitrator duly provided over the arbitral proceedings.

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

1. That the sum of Rs. \_\_\_\_\_\_\_ shall be deducted from the said sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ so remaining to be paid to the said [contractor] as aforesaid.
2. That there is now justly due and ought to be paid to the said [contractor] (after giving credit to the said [owner] for the said sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ so paid by him and for the said sum of Rs.\_\_\_\_\_\_\_\_ hereby awarded by us to be deducted as aforesaid) the sum or balance of Rs.\_\_\_\_\_\_\_\_ which said sum of Rs.\_\_\_\_\_\_\_ we hereby order and award shall be paid by the said [owner] to the said [contractor] on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ next at \_\_\_\_\_\_\_ and at the hour of \_\_\_\_\_\_\_ in the forenoon of the day.
3. We further award that the sum of Rs. \_\_\_\_\_\_\_\_\_ being the expenses and charges incident to the arbitration shall be paid by the said [owner] and [contractor] in equal moieties and we tax and settle the costs of each of the arbitrators at the sum of Rs.\_\_\_\_\_\_\_\_.
4. Upon payment of the said sum of Rs.\_\_\_\_\_\_\_\_\_\_ we award and direct that said parties shall execute and deliver to each other mutual release in writing of all and every matter heretofore in difference between them and so referred to us as aforesaid if and when either party shall require the same and that the expenses of any such release shall be paid by the party requiring the same.

AS WITNESS etc.