**ARBITRAL AWARD ON DISPUTE AS TO VALIDITY OF COVENANT IN RESTRAINT OF TRADE**

[Reciting that by an assignment made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name, address etc. of party) of the one part

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name, address etc. of party) of the other part the said (ONE PARTY) assigned (inter alia) the goodwill of the business of \_\_\_\_\_\_\_\_\_ theretofore carried on by him at \_\_\_\_\_\_\_\_ Street in [the City of] unto the said ( OTHER PART ). and thereby covenanted that he would not [recite the covenant shortly] And reciting that the said ( ONE PARTY ). contended that the said covenant was unreasonable and void and had commenced to carry on business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in [the City of] in breach of the terms thereof And reciting agreement to refer question of the validity of the said covenant and all other questions between the parties to arbitration.] Now I do find and adjudge that the hereinbefore recited covenant is having regard to the nature and extent of the business heretofore carried on by the said (ONE PARTY) reasonably necessary for the protection of the goodwill as assigned as aforesaid and is valid and I direct that the said (ONE PARTY) do forthwith cease to carry on the said business so commenced by him in breach of such covenant and I assess the damages in respect of the continuing breach thereof up to the date of this my award at the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_ And I direct payment of the said sum of Rs. \_\_\_\_\_\_\_\_\_ to be made to the said (OTHER PART). at the office of his solicitor \_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_ within one month of the date hereof.