

of the arbitration shall be English. Neither party shall disclose to any third party the existence, nature, content, or outcome of any arbitration, or purported arbitration, brought in respect of this Agreement. Neither shall any party disclose to any third party:

Any document prepared or procured in the course of or otherwise for the purpose of the arbitration;

Any document prepared or procured by the other party and received in the course of or otherwise for the purpose of the arbitration;

Any document received directly or indirectly from the Tribunal or any court of competent jurisdiction including, but not limited to, any direction, order or award;

Save insofar as may be necessary for the purpose of conducting the arbitration itself, or making any application to a court to competent jurisdiction in respect of the arbitration, or for the enforcement of any order or award of the Tribunal, or of any order or judgment of the Court, or as may be required to comply with any lawful authority.”

(Emphasis supplied)

In pursuance of the aforesaid Clause, the parties have appointed Mr. Justice O.P. Sharma (Retd.) and Mr. Satinder Gupta, Advocate to act as a member of ‘Arbitral Panel’. It is thus established that there is dispute between the parties which stands acknowledged by appointment of Arbitrator by each

one of them and there is Arbitration Clause 18.2. There is no consensus for appointment of third Arbitrator. In the letter dated 08.02.2012, Mr. Justice O. P. Sharma (Retd.) has suggested the names of two former Judges of this Court to act as umpire.

Keeping in view the aforesaid Clause and the difficulty to appoint an umpire, I appoint Justice J.A.Kawoosa (Retd.) as the third Arbitrator. A copy of the order be sent to all the three Arbitrators and they are requested to enter upon arbitration and finalize the same at the earliest.

Petition stands disposed of.

(M. M. Kumar)
Chief Justice

Jammu,
26.09.2014
Vijay