CHAPTER VII
PERMANENT MACHINERY OF ARBITRATION

1. DPE/Guidelines/VII/1
Permanent Machinery of Arbitration—regarding

Commercial disputes between Public Sector Enterprises \textit{inter se} as well as between a Public Sector Enterprise and a Government Department (excluding disputes on income-tax, customs and excise) are settled through arbitration by Government officials or through the good offices of empowered Government agencies like BPE. After considering a note dated 8.5.1987 prepared by the Department of Legal Affairs the Committee of Secretaries in its meeting held on 26.6.1987 suggested that a Permanent Machinery of Arbitrators should be set up in BPE to settle all commercial disputes between \textit{PSEs inter se} and between a \textit{PSE} and a Government Department excluding the categories of disputes mentioned above. The Committee of Secretaries also suggested that there should be a contractual clause binding the parties to commercial contracts to refer all their disputes to this body. Committee of Secretaries also wanted BPE to bring a note for the consideration of the Cabinet for this purpose. Accordingly, BPE had prepared a note which was concurred in by the Department of Expenditure and the Department of Legal Affairs and was approved by the Cabinet in its meeting held on 24.2.1989.

2. To ensure that all PSEs include the contractual clause in all their future and current commercial contracts/supply orders/agreements etc. between \textit{PSEs inter se} as well as between a Public Sector Enterprise and a Government Department, it is necessary that the administrative Ministries issue directives to the Chairmen/Chief Executives of the PSEs under the relevant clause of the Articles of Association of the respective enterprises or the relevant provisions of the Acts creating statutory corporations a draft of which is enclosed in Annexure-I. The procedure to be followed by the machinery in effecting settlement of disputes is also enclosed in Annexure-II. As the machinery is designed to be financially self-supporting, the disputants are required to share equally the cost of the service rendered by the machinery as would be intimated to them.

3. I would be grateful if you could issue a suitable directive to each of the PSEs under your administrative control and also communicate to them the details of the procedure to settle such disputes. You may kindly arrange to send to the BPE copies of communications sent to the PSEs.

ANNEXURE-I

Draft Directive to be issued by the Administrative Ministries to Central Public Sector Enterprises regarding settlement of dispute.

Settlement of disputes relating to commercial and other agreements between two public sector enterprises and between a public sector enterprise and a Government Department.
The question of devising an institutional arrangement for settlement of disputes regarding commercial and other agreements between a public sector enterprise and a Government Department and between two public sector enterprises has been under consideration of Government and Government have decided that such disputes should be referred to a Permanent Arbitration Machinery to be set up in the Bureau of Public Enterprises. This arbitration machinery will deal with all cases of disputes other than relating to income-tax, customs and central excise.

2. In exercise of the powers conferred by Article _____________ of Articles of Association (name of the PSE/Section _______ of the _______ Act setting up (name of the PSE), the President of India is pleased to direct that all disputes relating to commercial and other agreements between your company/corporation and another Public Sector Undertaking/Government Department shall be referred to the Permanent Arbitration Machinery set up in the Bureau of Public Enterprises. The President is further pleased to direct the following arbitration clause shall be included in all future contracts/agreements etc. and that in respect of ongoing contracts they should be suitably amended to include such a clause:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

ANNEXURE-II

Draft outline of the procedure to be followed by the Permanent Machinery of Arbitrators in the Bureau of Public Enterprises:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract between the parties hereto (except a dispute or difference concerning income-tax, customs and excise duties), such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Bureau of Public Enterprises to be
nominated by Secretary to the Government of India in charge of the Bureau of Public Enterprises.

2. The Arbitration Act, 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the sole arbitrator shall be binding upon the parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such further reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively.

3. After entering upon the reference, the arbitrator will call for the papers, statements/comments from the parties and will hear the parties in person as and when he deems necessary. The arbitrator will also intimate to the parties the estimated amount of arbitration fees to be borne equally by them and paid within a month of intimation to the parties. All payments should be made to the Government of India through Demand Draft or other means as indicated by the arbitrator.

4. The arbitrator shall ordinarily fix the meeting at Delhi, unless, for reasons to be recorded in writing he decides otherwise. No outside lawyers shall be allowed to appear on behalf of the parties to argue their cases before the arbitrator but the parties can take the help of their own full time Law Officers. Subject to the aforesaid procedure to be followed in the arbitration proceedings shall be determined by the arbitrator and the Law Secretary as the case may be.

5. The arbitrator shall make his award within six months after entering upon the reference or after having been called upon to act by notice in writing from any party to be the arbitration agreement or within such extended time as the parties may allow. The arbitrator may also, if he thinks fit, make an interim award.

6. The Arbitrator may make his award ex-parte when party/parties fail to furnish the particulars required from them and/or appear in person in spite of giving two chances to do so. Even in that case, the parties shall be bound to meet the cost of arbitration equally.

7. The arbitrator shall make a speaking award. The award may be published on plain paper.

8. At the time of communicating the award, the arbitrator shall fix the final amount of arbitration fees to be paid equally by the parties within one month of such communication or within such time as may be allowed by the arbitrator in this regard.

9. In the event of the sole arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawful for the Secretary to the Government of India in charge of the
Bureau of Public Enterprises, to nominate another person in place of the outgoing arbitrator to act as sole arbitrator. The new arbitrator so appointed shall as far as practicable proceed from the stage where it was left by the outgoing arbitrator.

(DPE D.O. No. 15(9)/86-BPE(Fin) dated 29th March, 1989)

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CHAPTER VII
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1. DPE/Guidelines/VII/1
Permanent Machinery of Arbitration—regarding

Commercial disputes between Public Sector Enterprises *inter se* as well as between a Public Sector Enterprise and a Government Department (excluding disputes on income-tax, customs and excise) are settled through arbitration by Government officials or through the good offices of empowered Government agencies like BPE. After considering a note dated 8.5.1987 prepared by the Department of Legal Affairs the Committee of Secretaries in its meeting held on 26.6.1987 suggested that a Permanent Machinery of Arbitrators should be set up in BPE to settle all commercial disputes between PSEs *inter se* and between a PSE and a Government Department excluding the categories of disputes mentioned above. The Committee of Secretaries also suggested that there should be a contractual clause binding the parties to commercial contracts to refer all their disputes to this body. Committee of Secretaries also wanted BPE to bring a note for the consideration of the Cabinet for this purpose. Accordingly, BPE had prepared a note which was concurred in by the Department of Expenditure and the Department of Legal Affairs and was approved by the Cabinet in its meeting held on 24.2.1989.

2. To ensure that all PSEs include the contractual clause in all their future and current commercial contracts/supply orders/agreements etc. between PSEs *inter se* as well as between a Public Sector Enterprise and a Government Department, it is necessary that the administrative Ministries issue directives to the Chairmen/Chief Executives of the PSEs under the relevant clause of the Articles of Association of the respective enterprises or the relevant provisions of the Acts creating statutory corporations a draft of which is enclosed in Annexure-I. The procedure to be followed by the machinery in effecting settlement of disputes is also enclosed in Annexure-II. As the machinery is designed to be financially self-supporting, the disputants are required to share equally the cost of the service rendered by the machinery as would be intimated to them.

3. I would be grateful if you could issue a suitable directive to each of the PSEs under your administrative control and also communicate to them the details of the procedure to settle such disputes. You may kindly arrange to send to the BPE copies of communications sent to the PSEs.

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The question of devising an institutional arrangement for settlement of disputes regarding commercial and other agreements between a public sector enterprise and a Government Department and between two public sector enterprises has been under consideration of Government and Government have decided that such disputes should be referred to a Permanent Arbitration Machinery to be set up in the Bureau of Public Enterprises. This arbitration machinery will deal with all cases of disputes other than relating to income-tax, customs and central excise.

2. In exercise of the powers conferred by Article ____________ of Articles of Association (name of the PSE/Section ________ of the _______ Act setting up (name of the PSE), the President of India is pleased to direct that all disputes relating to commercial and other agreements between your company/corporation and another Public Sector Undertaking/Government Department shall be referred to the Permanent Arbitration Machinery set up in the Bureau of Public Enterprises. The President is further pleased to direct the following arbitration clause shall be included in all future contracts/agreements etc. and that in respect of ongoing contracts they should be suitably amended to include such a clause:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

ANNEXURE-II

Draft outline of the procedure to be followed by the Permanent Machinery of Arbitrators in the Bureau of Public Enterprises:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract between the parties hereto (except a dispute or difference concerning income-tax, customs and excise duties), such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the Bureau of Public Enterprises to be
nominated by Secretary to the Government of India in charge of the Bureau of Public Enterprises.

2. The Arbitration Act, 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the sole arbitrator shall be binding upon the parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such further reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively.

3. After entering upon the reference, the arbitrator will call for the papers, statements/comments from the parties and will hear the parties in person as and when he deems necessary. The arbitrator will also intimate to the parties the estimated amount of arbitration fees to be borne equally by them and paid within a month of intimation to the parties. All payments should be made to the Government of India through Demand Draft or other means as indicated by the arbitrator.

4. The arbitrator shall ordinarily fix the meeting at Delhi, unless, for reasons to be recorded in writing he decides otherwise. No outside lawyers shall be allowed to appear on behalf of the parties to argue their cases before the arbitrator but the parties can take the help of their own full time Law Officers. Subject to the aforesaid procedure to be followed in the arbitration proceedings shall be determined by the arbitrator and the Law Secretary as the case may be.

5. The arbitrator shall make his award within six months after entering upon the reference or after having been called upon to act by notice in writing from any party to be the arbitration agreement or within such extended time as the parties may allow. The arbitrator may also, if he thinks fit, make an interim award.

6. The Arbitrator may make his award ex-parte when party/parties fail to furnish the particulars required from them and/or appear in person in spite of giving two chances to do so. Even in that case, the parties shall be bound to meet the cost of arbitration equally.

7. The arbitrator shall make a speaking award. The award may be published on plain paper.

8. At the time of communicating the award, the arbitrator shall fix the final amount of arbitration fees to be paid equally by the parties within one month of such communication or within such time as may be allowed by the arbitrator in this regard.

9. In the event of the sole arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawful for the Secretary to the Government of India in charge of the
Bureau of Public Enterprises, to nominate another person in place of the outgoing arbitrator to act as sole arbitrator. The new arbitrator so appointed shall as far as practicable proceed from the stage where it was left by the outgoing arbitrator.

(DPE D.O. No. 15(9)/86-BPE(Fin) dated 29th March, 1989)

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CHAPTER VII
PERMANENT MACHINERY OF ARBITRATION

Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

The undersigned is directed to invite attention towards various guidelines issued from time to time by the Department of Public Enterprises (DPE) on the above mentioned subject and to say that a need was being felt for quite some time to revise wherever necessary, amalgamate/merge consolidate these guidelines into a single one. After due consideration and superceding the existing guidelines on the subject, the new dispensation is as under:

I. CREATION OF PERMANENT MACHINERY OF ARBITRATORS (PMA)

With a view to expedite the settlement of disputes relating to commercial contract(s) between Central Public Sector Enterprises (CPSEs) per se, and also between CPSEs and Government Departments, the Government of India created a Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises in 1989. One Legal Adviser-cum-Joint Secretary in the Department of Legal Affairs, nominated by the Law Secretary to function in the PMA is appointed by the Secretary in-charge of Department of Public Enterprises as sole Arbitrator in each case.

II. NEED FOR PMA

There had been growing number of litigations with the Courts/ Tribunals relating to commercial transactions between the Central Public Sector Enterprises (CPSEs) inter se, or CPSEs and Government Departments. The practice of disposal of these cases was not only expensive due to high fees charged by the advocates/lawyers for pleading the cases and other expenses incurred in this regard, but also time consuming. The other prevailing practice of conciliation, arbitration etc. were also ad hoc arrangement and not delivering the goods up to the expectations. With a view to expedite settlement of disputes and reduce avoidable expenditure in this regard, a need was felt to institutionalize the prevailing system of arbitration. Commissions/Committees like Law Commission, Central Vigilance Commission, Committee of Secretaries etc. had also examined this aspect and made certain recommendations/suggestions which were carefully examined in consultation with the Ministry of Law. The Government after due consideration of all aspects, decided to set up the PMA in the Department of Public Enterprises.

III. ENTITLEMENT

(i) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs, Banks, Port Trusts etc. inter se, or CPSE and the Government Department(s) hereto (except a dispute or difference concerning the Railways, Income-tax, Customs and Excise duties), such dispute or difference shall be referred by either party for arbitration to the PMA in the Department of Public Enterprises through the Secretary to the Government of India in-charge of the DPE.

(ii) The mechanism of PMA is primarily meant for Central Government Departments/organizations/enterprises. Therefore, the disputes between State Government Departments/organizations will not be entertained by the PMA. However, if the contract involves a Central Government Department/Organization with any State Government Department/Organization and both the parties have signed Arbitration Clause in favour of PMA as per annexure referred to in subsequent paragraph V(i), in such a situation the PMA shall entertain such dispute(s) for arbitration, if any such reference is received. In case of dispute(s) with a CPSE which has been privatized due to disinvestment or other-wise, it shall also be entertained by the PMA if the same relates to the contract(s) entered into by the parties before privatization, as merely change of ownership of a PSE would not debar the company from the obligation of following PMA procedure.

IV. MONETARY LIMIT

There is no monetary limit as such for making reference of disputes to the PMA. However, it would be advisable if the parties exercise their own discretion in this regard as both the parties are to equally pay an initial cost of Rs. 20,000 each for making reference of dispute to the PMA which is non-refundable in any case but will be adjusted with final cost to be fixed by the Arbitrator as per the rates stipulated in a subsequent paragraph. There shall not be much advantage in referring disputes of a small amount of the value of less than Rs. 50,000/- to PMA and such disputes may be settled by the parties by mutual consultation.

V. REFERENCE

(i) As far as possible parties should try to resolve as many points of dispute as they could amicably by mutual consultation and only those points stating the amount involved be referred to the PMA that could not be settled mutually despite best efforts from both sides. To ensure prompt disposal of dispute(s) by the PMA, both the PSEs and the Government Departments shall refer the existing dispute(s) to the PMA at the earliest and not later than two months of arising of dispute. If any arbitrator has already been appointed in any dispute that should
immediately be cancelled. Both the parties will also ensure the inclusion of an Arbitration Clause (if not already done so) in favour of PMA (as given in Annexure) in all the existing and the future contracts/supply orders between the parties. PMA shall not entertain the disputes referred to it without the proper Arbitration Clause.

(ii) After entering upon the reference, the Arbitrator will call for the papers, comments/statements from the parties and will hear the parties in person as and when he deems necessary. The Arbitrator shall ordinarily fix the meeting in Delhi unless, for reasons to be recorded in writing, he decides otherwise. No outside lawyers shall be allowed to appear on behalf of the parties to argue their cases before the Arbitrator but the parties can take the help of their own full-time Law officers. (Subject to the aforesaid, the Arbitrator, and the Law Secretary will determine the procedure as the case may be).

(iii) The Arbitrator will also submit a quarterly report to the Secretary (DPE) on the number of cases registered, awards published, fee received and general progress of cases.

VI. FEES

(i) The Arbitration cost in respect of a commercial dispute settled through the PMA is required to be shared equally by the concerned disputing parties. In this connection each of the parties to a dispute will be required to make an initial deposit of Rs. 20,000/-, when a prima-facie case of dispute is established and the same is approved for referring to the Arbitrator of PMA for settlement. This initial cost will be adjusted in the final cost of Arbitration. The Arbitrator will work out the final cost of Arbitration based on the amount of dispute as per the following formula:

(a) Rs. 40,000 or 1% of the disputed amount up to Rs. 50,00,000, whichever is higher, to be equally shared by the parties.

(b) Rs. 50,000 + ½% of the disputed amount of above Rs. 50,00,000 but up to Rs. 5 crore to be equally shared by the parties.

(c) Rs. 2.5 lakh + ¼% of the disputed amount beyond Rs. 5 crore to be equally shared by the parties.

(ii) The Arbitrator in the PMA will intimate the parties the estimated amount of Arbitration fee to be borne equally by them and paid within a month of intimation to the parties or within such time as may be allowed by the Arbitrator. All payments should be made to the Government of India through Demand Draft in favour of D.D.O., Department of Public Enterprises, payable at New Delhi.

(iii) The Arbitrator in the PMA, if he considers appropriate, may allow fee concession up to 10% of the total fee worked out based on the laid down formula for the sick and continuously loss-making CPSEs subject to arranging payment within one month of the order of the Arbitrator in the PMA.

(iv) The party(ies), who fail to pay the arbitration fee within the stipulated period, will have to pay an additional interest on the late fee, which may or may not be waived by the Secretary (DPE). The interest on late fee will be charged at the rate of 10% of the final cost for delay up to one month and 15% for subsequent delay up to six months. If any of the parties further fails to make payment of the arbitration fee within six months of the intimation given by the Arbitrator in PMA, the publication of the award may be cancelled and the initial deposit will be forfeited. It will also be the responsibility of the concerned Administrative Ministry/Department to ensure the payment of the arbitration fee either by the concerned party or by them who will arrange the funds and enable the defaulting party to make payment of the arbitration fee without delay.

(v) In case any of the parties has made full payment of the fee and another has failed despite continuous follow-up and as a result of which publication of award is cancelled, the fee in addition to the initial deposit may be refunded to the party concerned. However, Government will not pay any interest on such amount.

VII. COMPROMISE

In case both the parties decide to settle the dispute mutually before the Award is published, they can be allowed to do so. In such case, the initial cost (Rs. 20,000 paid as deposit by each of the parties) shall be forfeited and the case will be finally closed on receipt of details of the settlement arrived at by the parties in writing. In case the parties do not provide requisite details, the Arbitrator may decide to publish the Award and in such a situation the parties will be required to pay the arbitration fee worked out by the Arbitrator.

VIII. NATURE OF AWARD

The Arbitrator shall make his award within six months after entering upon the reference or after having been called upon to act by notice in writing from any party to the arbitration agreement or within such extended time as the parties may allow. The Arbitrator shall make a speaking award. The Award may be published on plain paper. The Arbitrator may also, if he thinks fit, make an interim award.
IX. EXPARTE AWARD

The Arbitrator may make his Award ex-party when a party(ies) fail to furnish the particulars required from them, and/or do not appear in person in spite of being given two chances to do so. Even in that case, the parties shall be bound to meet the cost of arbitration equally.

X. APPEAL

The Award of the sole Arbitrator under the PMA shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such further reference, the Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary shall decide the dispute. The decision of the Law Secretary/Special Secretary/Additional Secretary shall bind the parties finally and conclusively. The aggrieved party may file an appeal before the Law Secretary within the period as recorded by the Arbitrator in the Award for implementation. This time limit may be kept in view while filing an appeal before the Law Secretary. The Law Secretary, after giving an award on the appeal, will return the records of the case to the PMA. The Arbitrator may also, if thinks fit, make an interim award. However, there shall be no appeal to the Law Secretary against the interim award and both the parties are to await the final award by the Arbitrator.

XI. CHANGE OF ARBITRATOR

In the event of the sole Arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawful for the Secretary to the Govt. of India in-charge of the DPE, to appoint another person in place of the outgoing Arbitrator to act as sole Arbitrator. The new Arbitrator so appointed shall as far as practicable proceed from the stage where it was left by the outgoing arbitrator.

XII. BANK GUARANTEE

In commercial transactions sometimes a PSE has to stand Bank guarantee. An incidence occurred in a dispute where the bank guarantee holder PSE approached the guaranteeing bank for encashment of the bank guarantee. Such action creates an embarrassing situation to the Government, which in its turn has given counter bank guarantee. This matter was considered in DPE and it was decided that all PSEs should effect encashment of bank guarantee only as a last resort when efforts to resolve the differences/dispute fail and that too, after giving due notice/information to the concerned public sector enterprise. In such situations, all the PSEs should refer the dispute to this Department and cooperate with the Arbitrator of PMA for early settlement.

XIII. CLEARANCE FROM COMMITTEE ON DISPUTES

It has to be ensured that no litigation involving such disputes is taken up in a Court or a Tribunal without the matter having been first examined and given permission/clearance by the High Power Committee generally known as Committee on Disputes (COD) set up in the Cabinet Secretariat on the directions of the Supreme Court in Civil Appeals Nos. 2058-59 of 1988 between ONGC and the Collector of Central Excise, Mumbai. In case, litigation in Court/Tribunal becomes absolutely necessary, the aggrieved party(ies) will seek the permission of the COD for which the concerned Ministry/Department or the concerned PSE/Bank/Port Trust through their administrative Ministry/Department or directly may make a reference with a self-contained note in the prescribed format to the designated authority in the Cabinet Secretariat (Under Secretary – Coordination) for placing the same before the aforesaid Committee for decision.

2. All the administrative Ministries/Departments concerned with management of Central Public Sector Enterprises/Banks/Port Trusts etc. are requested to bring these guidelines to the notice of all concerned organizations under their administrative control for strict compliance. It is also requested that they may ensure and monitor the implementation of the award of the Arbitrator by the parties as per his directions. Presidential directives as per Annexure referred to in paragraph 1V(i) above, may be issued to incorporate the provisions in the Articles of Association or other relevant regulations of concerned organization(s) at the earliest.

ANNEXURE

Arbitration Clause to be included in all the commercial contracts entered into by the Public Enterprises/Government Departments etc.

In exercise of the powers conferred by Article.............of the Articles of Association of the (name of the CPSE/Bank/Port Trust etc.)/Section........ of the .......Act of setting up of the (name of the CPSE/Bank/Port Trust etc.), the President of India is pleased to direct that all disputes relating to all commercial agreements (except income tax, customs, excise duty and also concerning Railways) between (name of Company/Corporation/Bank/Port Trust) and (name of another Public Sector Undertaking/Government Department/Bank/Port Trust etc.) shall be referred to the Permanent Machinery of Arbitrators (PMA) set up in the Department of Public Enterprises. The President is further pleased to direct that the following Arbitration Clause shall be included in all current and future contracts/agreements etc. and that in respect of ongoing contracts they should be suitably amended to include such a clause:
“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

(DPE O.M. No. DPE/4(10)/2001-PMA-GL-I dated 22nd January, 2004)
OFFICE MEMORANDUM

Subject: Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

Attention is invited towards guidelines No. DPE/4(10)/2001-PMA-GLI dated 22.01.2004 issued by the Department of Public Enterprises (DPE) on the above mentioned subject. A need was being felt for quite some time to revise these guidelines, wherever necessary. After due consideration by the competent authority and in supersession of the existing guidelines on the subject, the new dispensation is as under:

I. CREATION OF PERMANENT MACHINERY OF ARBITRATORS (PMA)

With a view to expedite the settlement of disputes relating to commercial contract(s) between Central Public Sector Enterprises (CPSEs) per se, and also between CPSEs and Government Departments, the Government of India created a Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises in 1989. One Legal Adviser-cum-Joint Secretary in the Department of Legal Affairs, nominated by the Law Secretary to function in the PMA is appointed by the Secretary in-charge of Department of Public Enterprises as sole Arbitrator in each case.

II. NEED FOR PMA

There had been growing number of litigations with the Courts/ Tribunals relating to commercial transactions between the Central Public Sector Enterprises (CPSEs) inter se, or CPSEs and Government Departments. The practice of disposal of these cases was not only expensive due to high fees charged by the advocates/lawyers for pleading the cases and other expenses incurred in this regard, but also time consuming. The other prevailing practice of conciliation, arbitration etc. were also ad hoc arrangement and not delivering the goods up to the expectations. With a view to expedite settlement of disputes and reduce avoidable expenditure in this regard, a need was felt to institutionalize the prevailing system of arbitration. Commissions/Committees like Law Commission, Central Vigilance Commission, Committee of Secretaries etc. had also examined this aspect and made certain recommendations/suggestions which were carefully examined in consultation with the Ministry of Law. The Government after due consideration of all aspects, decided to set up the PMA in the Department of Public Enterprises.

III. ENTITLEMENT

(i) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs, Banks, Port Trusts etc. inter se, or CPSE and the Government Department(s) hereto (except a dispute or difference concerning the Railways, Income-tax, Customs and Excise duties), such dispute or difference shall be referred by either party for arbitration to the PMA in the Department of Public Enterprises through the Secretary to the Government of India in-charge of the DPE.

(ii) The mechanism of PMA is primarily meant for Central Government Departments/organizations/enterprises. Therefore, the disputes between State Government
Departments/organizations will not be entertained by the PMA. However, if in a commercial contract between a CPSE and an SLPE, they agree for arbitration by the PMA for settling their dispute, the PMA guidelines will be applicable on same terms as applicable to CPSEs.

IV. MONETARY LIMIT

There is no monetary limit as such for making reference of disputes to the PMA. However, it would be advisable if the parties exercise their own discretion in this regard as both the parties are to equally pay an initial cost of Rs. 20,000 each for making reference of dispute to the PMA which is non-refundable in any case but will be adjusted with final cost to be fixed by the Arbitrator as per the rates stipulated in a subsequent paragraph. There shall not be much advantage in referring disputes of a small amount of the value of less than Rs. 50,000/- to PMA and such disputes may be settled by the parties by mutual consultation.

V. REFERENCE

(i) As far as possible parties should try to resolve as many points of dispute as they can, amicably by mutual consultation and only those points stating the amount involved be referred to the PMA that could not be settled mutually despite best efforts from both sides. To ensure prompt disposal of dispute(s) by the PMA, both the CPSEs and the Government Departments shall refer the existing dispute(s) to the PMA at the earliest and not later than two months of arising of dispute. If any arbitrator has already been appointed in any dispute that should immediately be cancelled. Both the parties will also ensure inclusion of an Arbitration Clause (if not already done so) in favour of PMA (as given in Annexure) in all the existing and future contracts/supply orders between the parties. PMA shall not entertain the disputes referred to it without proper Arbitration Clause.

(ii) After entering upon the reference, the Arbitrator will call for the papers, comments/statements from the parties and will hear the parties in person as and when he deems necessary. The Arbitrator shall ordinarily fix the meeting in Delhi unless, for reasons to be recorded in writing, he decides otherwise. No outside lawyers shall be allowed to appear on behalf of the parties to argue their cases before the Arbitrator but the parties can take the help of their own full time Law officers. (Subject to the aforesaid, the Arbitrator, and the Law Secretary will determine the procedure as the case may be).

(iii) The Arbitrator will also submit a quarterly report to the Secretary (DPE) on the number of cases registered, awards published, fee received and general progress of cases.

VI. FEES

(i) The Arbitration cost in respect of a commercial dispute settled through the PMA is required to be shared equally by the concerned disputing parties. In this connection each of the parties to a dispute will be required to make an initial deposit of Rs. 20,000/- when a prima-facie case of dispute is established and the same is approved for referring to the Arbitrator of PMA for settlement. This initial cost will be adjusted in the final cost of Arbitration. The Arbitrator will work out the final cost of Arbitration based on the amount of dispute as per the following formula:

(a) Rs. 40,000 or 1% of the disputed amount up to Rs. 50,00,000, whichever is higher, to be equally shared by the parties.

(b) Rs. 50,000 + ½% of the disputed amount of above Rs. 50,00,000 but up to Rs. 5 crore to be equally shared by the parties.

(c) Rs. 2.5 lakh + ¼% of the disputed amount beyond Rs. 5 crore to be equally shared by the parties.

(ii) The Arbitrator in the PMA will intimate the parties the estimated amount of Arbitration fee to be borne equally by them and paid within a month of intimation to the parties or within such time as may be allowed by the Arbitrator. All payments should be made to the Government of India through Demand Draft in favour of D.D.O., Department of Public Enterprises, payable at New Delhi.
The Secretary, DPE, if he/she considers appropriate, may allow fee concession upto 25% of the total fee worked out for the sick and continuously loss making CPSEs based on the laid down formula, subject to arranging the payment within one month of the order of the Arbitrator in the PMA.

(v) In case any of the parties has made full payment of the fee and the other party has failed despite continuous follow up and as a result of which publication of award is cancelled, the fee in addition to the initial deposit may be refunded to the party concerned. However, Government will not pay any interest on such amount.

If one of the parties fails to pay the arbitration fees and the other party is willing, they may pay the entire arbitration fees.

If one party pays the estimated cost of arbitration fee (to be borne equally by both the parties) of the other defaulting party, this amount will be shown (along with the interest@ 1% per month/12% per annum) in the cost/expenses of arbitration against the defaulting party in the final Award.

VII. COMPROMISE

In case both the parties decide to settle the dispute mutually before the Award is published, they can be allowed to do so. In such case, the initial cost (Rs. 20,000 paid as deposit by each of the parties) shall be forfeited and the case will be finally closed on receipt of details of the settlement arrived at by the parties in writing. In case the parties do not provide requisite details, the Arbitrator may decide to publish the Award and in such a situation the parties will be required to pay the arbitration fee worked out by the Arbitrator.

VIII. NATURE OF AWARD

The Arbitrator shall make his award within six months after entering upon the reference or after having been called upon to act by notice in writing from any party to the arbitration agreement or within such extended time as the parties may allow. The Arbitrator shall make a speaking award. The Award may be published on plain paper. The Arbitrator may also, if he thinks fit, make an interim award.

IX. EXPARTE AWARD

The Arbitrator may make his Award ex-party when a party(ies) fail to furnish the particulars required from them, and/or do not appear in person in spite of being given two chances to do so. Even in that case, the parties shall be bound to meet the cost of arbitration equally.

X. APPEAL

The Award of the sole Arbitrator under the PMA shall be binding upon the parties to the dispute. The aggrieved party may file an appeal before the Law Secretary within the period as recorded by the Arbitrator in the Award for implementation. This time limit may be kept in view while filing an appeal before the Law Secretary. The Appellate Authority may decide the appeal/revision on merits and set aside or revise the award. The matter cannot be remitted back to the Arbitrator for reconsideration. The Appellate Authority will have the power to revive his/her own decision for rectification of any error or for editorial corrections etc.

Law Secretary, after giving an award on the appeal, will return the records of the case to the PMA. The Arbitrator may also, if he/she thinks fit, make an interim award. However, there shall be no appeal to the Law Secretary against the interim award and both the parties are to await the final award by the Arbitrator.

XI. CHANGE OF ARBITRATOR

In the event of the sole Arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it shall be lawful for the Secretary to the Govt. of India in-charge of the DPE, to appoint another person in place of the outgoing Arbitrator to act as sole Arbitrator. The new Arbitrator so
appointed shall as far as practicable proceed from the stage where it was left by the outgoing arbitrator.

XII. BANK GUARANTEE

In commercial transactions sometimes a CPSE has to stand Bank guarantee. All CPSEs should effect encashment of bank guarantee only as a last resort when efforts to resolve the differences/dispute fail and that too, after giving due notice/information to the concerned Public Sector Enterprise. In such situations, all CPSEs should refer the dispute to this Department and cooperate with the Arbitrator of PMA for early settlement.

2. All the administrative Ministries/Departments concerned with management of Central Public Sector Enterprises/Banks/Port Trusts etc. are requested to bring these guidelines to the notice of all concerned organizations under their administrative control for strict compliance. It is also requested that they may ensure and monitor the implementation of the award of the Arbitrator by the parties as per his/her directions. Presidential directives as per Annexure referred to in paragraph 1V(ii) above, may be issued to incorporate the provisions in the Articles of Association or other relevant regulations of concerned organization(s) at the earliest.

\[\text{Signature}\]
12-6-2013

(Rakesh Bhartiya)
Joint Secretary to the Government of India

To:
Secretaries of all Ministries/Departments of the Government of India
Copy to:
(i) Dr. Gita Rawat, Joint Secretary and Arbitrator of PMA with the request to act as per the new guidelines
(ii) The Chief Executives of all Central Public Sector Enterprises for information and necessary compliance.

Copies forwarded for information to:
(i) The Prime Minister's Office, South Block, New Delhi
(ii) The Cabinet Secretariat, Rashtrapati Bhawan, New Delhi
(iii) PS to the Minister (HI & PE), Udyog Bhawan, New Delhi
(iv) PS to Secretary (PE)
(v) PS to Finance Secretary, North Block, New Delhi
(vi) PS to Law Secretary, Shastri Bhawan, New Delhi
(vii) JS (Admin)/JS (AKP)
(viii) All officers in DPE
ANNEXURE to DPE O.M. No. No.4 (1)/2011-DPE (PMA)-GL dated 12 June, 2013

Arbitration Clause to be included in all the commercial contracts entered into by the Public Enterprises/Government Departments etc.

In exercise of the powers conferred by Article.............of the Articles of Association of the (name of the CPSE/Bank/Port Trust etc.)/ Section........ of the ........Act of setting up of the (name of the CPSE/Bank/Port Trust etc.), the President of India is pleased to direct that all disputes relating to all commercial agreements (except income tax, customs, excise duty and also concerning Railways) between (name of Company/Corporation/Bank/Port Trust) and (name of another Public Sector Undertaking /Government Department/Bank/Port Trust etc.) shall be referred to the Permanent Machinery of Arbitrators (PMA) set up in the Department of Public Enterprises. The President is further pleased to direct that the following Arbitration Clause shall be included in all current and future contracts/agreements etc. and that in respect of ongoing contracts they should be suitably amended to include such a clause:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred to by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

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OFFICE MEMORANDUM

Sub: Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises.

Attention is invited to the Guidelines clause X. "APPEAL" of Office Memorandum dated 12th June, 2013 issued by the Department of Public Enterprises on the subject mentioned above. The clause No. X relating to APPEAL reads as under:

"The Award of the sole Arbitrator under the PMA shall be binding upon the parties to the dispute. The aggrieved party may file an appeal before the Law Secretary within the period as recorded by the Arbitrator in the Award for implementation. This time limit may be kept in view while filing an appeal before the Law secretary. The Appellate Authority may decide the appeal/revision on merits and set aside or revise the award. The matter cannot be remitted back to the Arbitrator for reconsideration. The Appellate Authority will have the power to revise his/her own decision for rectification of any error or for editorial correction etc.

Law Secretary, after giving an award on the appeal, will return the records of the case to the PMA. The Arbitrator may also, if he/she thinks fit, make an interim award. However, there shall be no appeal to the Law Secretary against the interim award and both the parties are to await the final award by the Arbitrator."

2. Annexure to the DPE O.M. No. 4(1)/2011-DPE(PMA)-GL dated 12th June 2013 relating to the Arbitration clause to be included in all commercial contracts entered into by the Public Enterprises/Government Departments etc. mentioned that the "dispute shall be decided by Law Secretary or the Special Secretary/Additional Secretary, when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively." This was inadvertently omitted in the main body of
the Guidelines relating to “Appeal”. Accordingly, Clause X relating to “Appeal” of the PMA Guidelines dated 12th June, 2013 stands modified as under:-

“The Award of the sole Arbitrator under the PMA shall be binding upon the parties to the dispute. The aggrieved party may file an appeal before the Law Secretary within the period as recorded by the Arbitrator in the Award for implementation. This time limit may be kept in view while filing an appeal before the Law secretary. The Law Secretary or Special Secretary/Additional Secretary, when so authorised by the Law Secretary, may decide the appeal/revision on merits and set aside or revise the award. The matter cannot be remitted back to the Arbitrator for reconsideration. The Appellate Authority will have the power to revise his/her own decision for rectification of any error or for editorial correction etc.

Law Secretary, or as the case may be, Special Secretary/Additional Secretary, after giving an award on the appeal, will return the records of the case to the PMA. The Arbitrator may also, if he/she thinks fit, make an interim award. However, there shall be no appeal to the Law Secretary against the interim award and both the parties are to await the final award by the Arbitrator. “

3. All Administrative Ministries/Departments concerned with the Management of the CPSEs/Banks/Port Trusts etc. are requested to bring this clarification to the notice of all concerned CPSEs under their administrative control for their strict compliance.

(Rakesh Bhartiya)

Joint Secretary to the Government of India

To

Secretaries of all Ministries/Departments of the Government of India

Copy to:

1. Sh. S. K. Mohapatra, Joint Secretary & Arbitrator of PMA with the request to act as per the revised guidelines.
2. The Chief Executives of all CPSEs for information and necessary compliance.

Copy forwarded for information to:

(i) The Prime Minister’s office, South Block, New Delhi
(ii) The Cabinet Sectt., Rashtrapati Bhawan, New Delhi
(iii) PS to the Minister (HI&PE), Udyog Bhawan, New Delhi
(iv) PS to Secretary(PE)
(v) PS to Finance Secretary, North Block, New Delhi
(vi) PS to Law Secretary, Shastri Bhawan, New Delhi
(vii) JS(Admn.)/JS(AKP)/Adviser(PE)
(viii) All officers in DPE
To

The Chief Executives of all CPSEs.

Subject: - Arbitration cases between CPSEs and other organizations.

Sir/Madam,

Attention is invited to PMA guidelines contained in OPE O.M. No. 4(1)/2011-DPE(PMA)-GL dated 12th June, 2013. As per the guidelines the mechanism of PMA is primarily meant for disputes between Central Government Departments and Central Public Sector Enterprises (CPSEs) and disputes relating to Commercial contracts between CPSEs. It is not applicable to contracts signed between a Government Department/organisation/PSE and a private party.

2. Accordingly all CPSEs are required to ensure that the Arbitration clause as per PMA guidelines of this Department should not be included in their contracts with private parties.

3. This issues with the approval of Secretary, PE.

(Jyoti Mathur)
Under Secretary to the Government of India

Copy to: Administrative Ministries/Departments concerned with CPSEs
No. 7(3)2014-DPE (PMA)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Block No.14, CGO Complex,
Lodhi Road, New Delhi-110003

Dated the 14th July 2014

OFFICE MEMORANDUM

Sub: Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises.

The undersigned is directed to refer to O.M. No.4 (1)2011-DPE (PMA)-GL dated 12th June, 2013 by which the revised PMA guidelines were issued to all administrative Ministries/Departments as well as to the Chief Executives of all Central Public Sector Enterprises (CPSEs). The last paragraph of the said guidelines mentions as under:

"All the administrative Ministries/Departments concerned with management of the Central Public Sector Enterprises/Banks/Port Trusts etc. are requested to bring these guidelines to the notice of all concerned organisations under their administrative control for their strict compliance. It is also requested that they may ensure and monitor the implementation of the award of the Arbitrator by the parties as per his/her directions. Presidential directives as per Annexure referred to in paragraph 1V(i) above, may be issued to incorporate the provisions in the Articles of Association or other relevant regulations of concerned organisation(s) at the earliest."

2. However, the Department of Public Enterprises (DPE) is receiving representations from some CPSEs that PMA Arbitration Award is not being implemented in some cases and this results in financial distress to the concerned CPSEs, thereby negating the very purpose of setting up of the PMA. For example, a representation has been received in DPE from Heavy Engineering Corporation Ltd. regarding non-implementation of PMA award by Northern Coalfields Ltd., even after the decision was given by the Sole Arbitrator on 26th February 1997 for payment of Rs.16.87 crore to Heavy Engineering Corporation Ltd. and after the appeal of Northern Coalfields Ltd. to Law Secretary was set aside and the award of Sole Arbitrator was upheld by his order dated 30th November 1999. The Northern Coalfields Ltd. went to the High Court against the order but its appeal was dismissed by the Hon'ble Court in 2007. Despite having no stay against the orders of the Arbitrator and Appellate Authority the Northern Coalfields Ltd. has not implemented the award and are liable to pay interest @ 18% till the payment is made. In this
connection attention is invited to annexure to DPE O.M. No.4(1)/2011-DPE(PMA)-GL dated 12th June 2013, relating to the Arbitration clause to be included in all commercial contracts entered into by the Public Enterprises/Government Departments etc. where it is stipulated, inter alia, that the decision of the Appellate Authority, i.e. Law Secretary or the Special Secretary/Additional Secretary, when so authorised by the Law Secretary, shall bind the parties finally and conclusively. In this particular case, no stay has been granted, but Northern Coalfields Ltd. has made no payment to Heavy Engineering Corporation Ltd. at all.

3. All administrative Ministries/Departments are requested to ensure and monitor implementation of PMA Award of the Arbitrator by the parties as per his/her directions and Presidential directive may be issued as advised in the revised guidelines referred above. The administrative Ministries/Departments are also requested to keep in mind that implementation of DPE guidelines, including PMA guidelines, is a factor taken into account for evaluation purpose of the CPSE under the MoU system and they may advise the CPSEs under their control accordingly.

4. This issues with the approval of Secretary, DPE.

(J.N. Prasad)
Director

To

Secretaries of all Ministries/Departments of the Government of India.

Copy to:

1. Sh. Ramayan Yadav, Joint Secretary & Arbitrator of PMA, DPE.
2. The Chief Executives of all CPSEs for information and necessary compliance.

Copy forwarded for information to:

(i) The Prime Minister’s office, South Block, New Delhi
(ii) The Cabinet Sectt., Rashtrapati Bhawan, New Delhi
(iii) PS to the Minister (HI&PE), Udyog Bhawan, New Delhi
(iv) PS to Secretary(PE)
(v) PS to Finance Secretary, North Block, New Delhi
(vi) PS to Law Secretary, Shastri Bhawan, New Delhi
(vii) JS(Admn.)/JS(AKP)/Adviser(PE)
(viii) All officers in DPE

Copy for specific attention and action to:

1. Secretary, Ministry of Coal, Shastri Bhawan, New Delhi
2. Secretary, Department of Heavy Industry, Udyog Bhawan, New Delhi
विषय :- केंद्रीय सरकारी उद्योगों के परस्पर और केंद्रीय लोक उद्यम एवं सरकारी विभाग के मध्य वाणिज्यिक विवादों को लोक उद्यम विभाग में स्थायी मध्यस्थता लंबा (पीएमए) के माध्यम से निपटाना।

अध्येतास्तवकों को दिनांक 12 जून 2013 के कार्यालय जापन संख्या 4(1)2011-डीपीई एसीआई७जी एल ऑर क आदि के प्रबन्धन के साथ सभी संबंधित वाणिज्यिक मंत्रालयों/विभागों को उनके प्रशासनिक निर्णयर्थी सभी संबंधित मंत्रालयों/विभागों को कड़ी से पालन करने हेतु इसके नोटिस के लाने का अनुरोध किया गया है। यह भी अनुरोध किया गया है कि वे यह भी सुनिश्चित और निर्धारण करें कि पक्षीयों द्वारा मध्यस्थ के आवार का कार्यान्वयन उसके आदेशानुसार किया गया है। उनका पृथक IV (i) में संदर्भित अनुबंध के अनुसार राष्ट्रपति निदेशों को संबंधित संचालन (नी) के नियमों और अन्य संबंधित विधिवस्थाएं में उपबंधों को शामिल करने हेतु जारी किए जाएं।

2. चूंकि लोक उद्यम विभाग का कुछ केंद्रीय सरकारी उद्योगों से यह प्रतिवेदन प्राप्त हो रहा है कि कुछ मान्यता में पीएमए मध्यस्थता आवार का कार्यान्वयन नहीं किया जा रहा है जिसके परिणामस्वरूप संबंधित केंद्रीय सरकारी उद्योगों को वित्तीय संकट होता है, इसकारण पीएमए की स्थायीता का मुख्य कदम भरने नहीं होता है। उदाहरणस्वरूप, लोक उद्यम विभाग में हैवी इज़्ज़ितिएलिंग कार्योपरेशन लिटिंग्स। द्वारा नादें देस्ट्रीफील्ड लिटिंग्स। से पीएमए आवार का कार्यान्वयन न किया जाने के संबंध में एक प्रतिवेदन प्राप्त हुआ है जबकि हैवी इज़्ज़ितिएलिंग कार्योपरेशन लिटिंग्स। द्वारा 16.87 कएड। रूपए के भुगतान का निर्णय 28 फरवरी 1997 को एकल मध्यस्थता द्वारा दिया गया था और उसके बाद नादें देस्ट्रीफील्ड लिटिंग्स। द्वारा विविध संदर्भ की दी गई याचिका को एक तरफ रखकर एकल मध्यस्थता के आवार को उसके दिनांक 30 नवम्बर 1999 के आदेश के तहत सही होने की ठीकता की थी। इस आदेश के विस्तार नादें देस्ट्रीफील्ड लिटिंग्स। उच्च न्यायालय में गया लेकिन उसकी याचिका को मान्यता में उच्च न्यायालय ने वर्ष 2007 में खारिज कर दिया। मध्यस्थ एवं नियुक्ति प्राधिकरण के बिस्त्र स्पर्श आदेश ने दिया जाने के बावजूद नादें कॉलोनिएलिंग कॉर्पोरेट द्वारा आवार को कार्यान्वित नहीं किया है तथा वह भुगतान किये जाने के 18% की दर से व्याज के भुगतान के लिए जिम्मेदार है। इस संबंध में लोक उद्यम विभाग के दिनांक 12 जून 2013 के कार्यालय जापन
सं. 4(1)/2011-दीपीई (पीएमए)-जी एल की ओर ध्यान आकृष्ट किया जाता है कि लोक उपभोक्ता/सरकारी विभागों को यह जानाने के लिए व्यवसायिक रूप से लगाई गई है कि अपनी रोजगारी अस्तित्व विधि सचिव अथवा विशेष सचिव/अधिकारी जब वे विधि सचिव द्वारा प्राधिकृत हों, के निर्णय संबंधित पदवीं द्वारा अंतिम एवं स्पष्ट रूप से बनाने होंगे।

इस विशेष मामले में कोई घटना आदेश नहीं दिया गया है परंतु नाते कोलकाता लिंग ने हैं विज्ञापन आपराज नहीं दिया है।

3. सभी प्रशासनिक मंत्रालयों/विभागों से यह सुनिश्चित करने तथा निर्देशित करने का अनुरोध है कि वे मध्यस्थ द्वारा पीएमए अधिकारी का उसके निर्देशों के अनुसार कार्यक्षेत्र या अन्य उपयुक्त संसदीय विशेष विभागों में दी गई सलाह के अनुसार राष्ट्रपति निदेश जारी किए जाएं जबकि प्रशासनिक मंत्रालयों /विभागों से यह ध्यान दें कि उपर्युक्त संसदीय विभागों का संचालन निर्देशों के अनुसार हो सकता है तथा उपर्युक्त संसदीय विभागों में दी गई सलाह के अनुसार राष्ट्रपति निदेश जारी किए जाएं।

ब्रिटिश राजवर्ग /विभागों से यह ध्यान दें कि पीएमए दिशानिर्देशों का सही लेख उपभोक्ता विभाग के दिशानिर्देशों का समावेश जापन प्राणिओं के अंतर्गत केंद्रीय सरकार लेख उपभोक्ता के मुत्त्वांकन के प्रयोजन के लिए ध्यान में रखे जाना चाहिए तथा उन्होंने नियमनाधीन केंद्रीय सरकार लेख उपभोक्ता को तदनुसार सलाह दे सकते हैं।

4. इसलिए, लेख उपभोक्ता की सचिव के अनुमोदन से जारी किया जाता है।

निदेशक

(जे. एन. प्रसाद)

निदेशक

सेवा में,

भारत सरकार के सभी मंत्रालयों/विभागों के सचिव प्रतिलिपि :

1. श्री रामनाथ यादव, संयुक्त सचिव एवं मध्यस्थ, स्थायी मध्यस्थता तंत्र, लेख उपभोक्ता विभाग

2. सभी केंद्रीय सरकार के मुख्य कार्यालयों को सूचना एवं आवश्यक अनुपालन हेतु।

प्रतिलिपि : सूचना अंशाधिकार

1. प्रधानमंत्री कार्यालय, साउथ ब्लॉक, नई दिल्ली
2. मंत्रिमण्डल सचिव, राष्ट्रपति भवन, नई दिल्ली
3. मंत्री (भारी उद्योग एवं लेख उपभोक्ता) के निजी सचिव, उद्योग भवन, नई दिल्ली
4. सचिव, लेख उपभोक्ता के निजी सचिव
5. विभिन्न सचिव के निजी सचिव, नार्य ब्लॉक, नई दिल्ली
6. विधि सचिव के निजी सचिव, शासन भवन, नई दिल्ली
7. संयुक्त सचिव(प्र.)/संयुक्त सचिव(ए.के.पी.)/सराहकार(पीई)
8. लेख उपभोक्ता विभाग के स्थायी उद्योगधिकारी

प्रतिलिपि : विशेष ध्यान एवं कार्यवाही के लिए

1. सचिव, कार्यालय मंत्रालय, शासन भवन, नई दिल्ली
2. सचिव, भारी उद्योग विभाग, उद्योग भवन, नई दिल्ली