Keshavsinh Dwarkadas Kapadia Etc vs M/S. Indian Engineering Company on 10 September, 1971

Equivalent citations: 1972 AIR 1538, 1972 SCR (1) 695, AIR 1972 SUPREME COURT 1538, 1973 (1) SCJ 432, 1972 (1) SCR 695, 1975 BOM LR 410

Author: A.N. Ray

Bench: A.N. Ray, S.M. Sikri, D.G. Palekar

PETITIONER:
KESHAVSINH DWARKADAS KAPADIA ETC,.

Vs.

RESPONDENT:
M/S. INDIAN ENGINEERING COMPANY

DATE OF JUDGMENT10/09/1971

BENCH:
RAY, A.N.
BENCH:
RAY, A.N.
SIKRI, S.M. (CJ)
PALEKAR, D.G.

CITATION:
1972 AIR 1538 1972 SCR (1) 695
1971 SCC (2) 706
CITATOR INFO :
RF 1992 SC1932 (5)

ACT:
Arbitration Act (10 of 1940), Sch. 1, para. 4--Appointment of umpire by arbitrators-Whether consent of umpire necessary-Disagreement between arbitrators what is.

HEADNOTE:
Disputes having arisen between the appellant and the respondent, they were referred to arbitration in accordance with an arbitration agreement. The arbitrators entered upon the reference and- also appointed an umpire. After the time for making the award had expired the appellant took the stand that one of the arbitrators would be biased in favour of the respondents. The respondents therefore called upon

the arbitrators to refer the matter to the umpire and also wrote to the umpire and the umpire entered upon the reference. Thereafter, the appellants filed applications under s. 33 of the Arbitration Act, 1940. The High Court held that the umpire rightly entered upon the reference, and extended the time to enable the umpire to make an award.

In appeal to this Court it was contended that : (1) the appointment of the umpire was not valid because the consent of the appointee was not obtained,; and (2) under cl. 6 of the Arbitration agreement the operation of para 4 Sch. I of the Arbitration Act was excluded, and the umpire could enter upon the reference only in the event of a difference arising between the arbitrators and the arbitrators referred the matter to the umpire.

Dismissing the appeal,

HELD : (1) There is a distinction between appointment and acceptance of an office. The question of effectiveness or perfection is ordinarily subsequent to appointment. The scheme of arbitration proceedings indicates that the appointment of an umpire and the acceptance of office are two separate matters arising at different stages in the proceedings. [699 H; 700 A: 704 E]

When the arbitrators are required to appoint an umpire it only means that the arbitrators are to concur in appointing the umpire. There is no particular method of appointment of an umpire though the usual method is by writing. Arbitrators who are required to appoint an umpire are under no obligation to obtain the approval of the choice of the person by the parties who appointed the arbitrators. If any party is dissatisfied with the choice it will not affect the validity of the appointment; nor is the appointment conditional upon the acceptance of appointment by the umpire. The necessity for communication of appointment to the parties as well as to the appointee depends on the language of the arbitration clause. The Arbitration Act does not say that the appointment of umpire by the arbitrators is to be made only after obtaining the consent of the appointee. [700 D-E; 701 D-F; 704 D-E]

When the umpire assumes his office he accepts the appointment. Acceptance may be express or implied. It need not be in writing; it may be evidenced by conduct. It may also be evidenced by proceeding with

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the arbitration. When the umpire is called upon to proceed in terms of the appointment he will either assent expressly or by conduct to act, or he will decline to act. [704 A-B, D, E-F]

Mirza Sadik Husain v. Mussamat Kaniz Zohra Begam, L.R. 38 I.A. 181, applied.

Ringland v. Lowndes, (1863) 15 C.B. (N.S.) 173; 143 E.R. 749 and Tradax Export S.A. v. Vokswagenwerk A.G. [1970] 1 All E.R. 420, explained and distinguished.

(2) (a) Paragraph 4 of the first schedule provides that if

the arbitra-delivered to any party to the arbitration agreement or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference in lieu of the arbitrators. 'Mere is no intention in cl. 6 of the agreement to exclude the operation of this paragraph. On the contrary the agreement shows that the intention of the parties was that when the arbitrators allowed time to expire without making the award the umpire should enter on the reference in lieu of the arbitrators. [704 H; 705 A-C]

(b) In the present case, the arbitrators, by reason of the attitude of one of the parties could not agree to proceed with the matter. Where one of the arbitrators declines to act and the other is left alone in a case of this type, it will amount to disagreement between the arbitrators. [705 F-G]

(c) Failure to make an award in time where the agreement prescribed time does in. certain circumstances, amount to disagreement. [705 D-E]

Iossifoglu v. Counmantaros, [1941] 1 K.B. 496 and Russel on Arbitration, 18th Ed. pp. 205, 208, referred to.

JUDGMENT:

CIVIL APPELLATE JURISDICTION: Civil Appeals Nos. 2441 and 2442 of 1968.

Appeals by special leave from the judgment and order dated October 17, 1968 of the Bombay High Court in Arbitration Petitions Nos. 49 and 50 of 1968.

I. N. Shroff, for the appellant (in C.A. No. 2441/1968). V. M. Tarkunde and I. N. Shroff, for the appellant (in C.As. Nos. 2442 of 1968).

S. V. Gupte, B. R. Agarwala for the respondent (in both the appeals).

The Judgment of the Court was delivered to Ray, J. These two appeals are by special leave against I the judgment dated 17 October, 1968 of the High Court at Bombay determining under section 33 of the Arbitration Act that the umpire rightly entered upon the reference and further extending the time till 31 December, 1968 for making an award thereof by the umpire.

Two questions arise for consideration in these appeals. First, whether there can be any valid appointment of umpire by arbitrators without obtaining consent of the appointee to be an um-

pire. Second, on the construction of the arbitration agreement in the present case was the operation of paragraph 4 of Schedule: I of the Arbitration Act excluded with the result that the umpire could enter upon the reference only in the event of a difference arising between the arbitrators.

On 26 April, 1967 there was an arbitration agreement between the partnership firm of Indian Engineering Company and Keshavsinh Dwarkadas Kapadia. Kapadia had appointed M/s. Chetan Trading Company as the sole selling agent of Kapadia's, several products including aluminium and copper wire by an agreement dated 16 September, 1965. Chetan Trading Company in their turn appointed Indian Engineering Company as their sole selling agent in respect of aluminium and copper wires. Chetan Trading Company terminated their agreement with Indian Engineering Company. Kapadia also terminated the sole selling agency with Chetan Trading Company Indian Engineering Company contended that on the termination of the sole selling agency between themselves and Chetan Trading Company Indian Engineering Company became the sole selling agent of Kapadia in terms of the agreement' dated 16 September, 1965. Indian Engineering Company claimed damages against Kapadia for breach of the agreement. Kapadia claimed damages and moneys from Indian Engineering Company. 'Disputes arose between the parties. These disputes were referred to arbitration in accordance with the agreement dated 26 April, 1967.

There was a similar arbitration agreement between Chetan Trading Company and Indian Engineering Company on 5 June, 1967 in respect of their disputes and claims against each other. The arbitration agreement and the arbitrators were identical in both the cases.

Clauses 1, 2, 5 and 6 of the arbitration agreement which are relevant for the purposes of the present appeals are as follows:-

> Clause (1): All the disputes and differences arising out of or in relation to the said Sole Selling Agency Agreement be and they are hereby referred to the arbitration of the said Shri H. G. Advani and Shri J. N. Gandhi.
>
> Clause (2) That the arbitration shall be governed by them provisions of the Arbitration Act, 1940.
>
> Clause (5): The arbitrators shall make and publish their award within four months from the date of their entering upon the reference and they are hereby authorised to extend the said time from time to time as may be required with the previous written consent of both the parties hereto.
>
> Clause (6): The said arbitrators shall before proceeding with the arbitration appoint an umpire and in the event of any difference arising between them they shall refer the 'matter to the umpire for his decision and award.
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> The arbitrators Messrs. Advani and Gandhi held their first meeting on 12 September, 1967. At the said meeting before entering upon the reference the arbitrators appointed an umpire in the following terms:
>
> "Mr. Porus Mehta failing him Mr. Murzban Mistry appointed umpire".

On 11 January, 1968 the time laid down by clause (5) of the agreement for making the award expired. On 14 January, 1968 the respondents wrote to the appellants to obtain the neces- sary extension of time for making the award. The appellants did not comply with the request and on 6 March, 1968 wrote to the arbitrators that Mr. Advani one of the arbitrators would be biased in favour of the respondents. Thereafter, the respondents through their solicitors called upon the arbitrators to refer the matter to the umpire and also by a separate letter called upon the umpire Mr. Porus A. Mehta to enter on the reference as umpire appointed by the arbitrators. Mr. Mehta fixed a meeting on 27 May, 1968. The appellants raised certain objections. The meeting was adjourned. Another meeting was fixed on 17 June, 1968. At the meeting held on 17th June, 1968 Mr. Mehta gave certain directions in regard to the proceedings and instructions thereof and fixed 12 July, 1968 for hearing. The appellants by letter dated 12 July, 1968 addressed to Mr. Mehta contended that the consent of the umpire was not obtained before his appointment and therefore there was no valid appointment of the umpire. Mr. Mehta fixed the meeting on 13 July, 1968 and decided to proceed with the arbitration and adjourned the meeting to 20 July, 1968. The appellants obtained an adjournment on the ground that the appellants wanted to file a petition challenging the appointment of Mr. Mehta as an umpire. Mr. Mehta adjourned the matter till 30 July, 1968.

In this context of events the appellants filed applications under section 33 of the Arbitration Act which resulted in the order appealed against.

Three contentions which had been advanced An the High Court were repeated here. First, that the arbitrators before pro- ceeding with the reference did not obtain consent of the umpire to his appointment as umpire, and, therefore, there was no appointment of umpire. Secondly, under clause (6) of the arbitration agreement operation of paragraph 4 of Schedule I of the Arbitration Act was excluded and the umpire could enter upon the reference only in the event of a difference arising between the arbitrators on their disagreement. No difference arose between the arbitrators in the present case but only time for making the award expired. Therefore, the umpire had no right to enter upon the reference. Thirty under clause (6) of the arbitration agreement, the umpire had no right to enter upon the reference unless the arbitrators referred the matter to the umpire. The High Court relied on the decision of the Judicial Committee in Mirza Sadik Husain v. Mussanmat Kaniz Zohra Begam and Anr.(1) (38 I.A. 181) and held that the umpire signified the consent by taking up the office and the umpire rightly entered on the reference. The High Court held that the contingency provided for in paragraph 4 of Schedule I to the Arbitration Act was not excluded. The High Court however said that if the High Court was wrong in the view that paragraph 4 of Schedule I to the Arbitration Act was not excluded, expiry of time to make an award could not be regarded as a disagreement between the arbitrators. The third contention of the appellants was also rejected by the High Court on the ground that clause (6) of the arbitration agreement in the present case did not apply when the arbitrators did not make an award within time. Counsel for the appellants contended that the words 'if any appointed arbitrator or umpire I neglects or refuses to get' occurring in section 8(1) of the Arbitration Act, 1940 mean that one can refuse to act only after one has accepted the appointment. This contention was supported by relying on the following observation in Russell on Arbitration, 18th Edition, at page 212:

> "Acceptance of offices:-Acceptance of the office by the arbitrator appears to be necessary to perfect his appointment. It has been so decided in the case of an umpire, and it would seem to be only reasonable that an appointment should not be considered effective until the person appointed has agreed either expressly or tacitly to exercise the function of the office".

Two decisions are cited in Russell in support of the view expressed by the author. These decisions are: Ringland v. Lowndes (7) (1863) 15 C.B.(N.S.) 173=143 E.R. 749 and Tradax Export S. A. v. Volkawagenwerk 3 A.G.', (1969) 2 O.B.

599. The decision in Tradax Export case (supra) has been affirmed by the Court of Appeal as will appear in (1970) 1 A.E.R. 420.

It is important to notice the distinction between appointment and acceptance of office. The present appeals concern the appointment of an umpire. The questions of effectiveness or per-

fection of appointment are by the nature of things subsequent to appointment unless the agreement or the statute provides otherwise. Arbitrators and umpire too are often appointed by the parties. Sometimes an umpire is appointed by arbitrator. The constitution of the arbitral body and the manner in which the appointments are made are primarily dealt with in the arbitration agreement or else the Arbitration Act will apply. In some cases, the appointment of arbitrator may require special consideration. If, for instance, two arbitrators are required to be appointed one by each party an appointment of arbitrator by a party is not complete without communication thereof to the other party. The reason in the words of Lord Denman is this : 'Neither party can be said to have chosen an arbitrator until he lots the other party know the object of his choice"

> (See Thomas v. Fredricks) (1 847) 10 Q.B. 775). Where each party was to appoint a valuer by 31 May, 1847 and one of the parties nominated a referee late on 31 May and sent by that night's post a notice thereof to the defendant who received it on 1 June, it was held that the plaintiff had not nominated a referee by 31 May. (See Tew v. Harris (1848) 11 Q.B. 7).
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> The necessity for communication of appointment of arbitrator to the parties as also to the appointee depends often on the languae of the arbitration clause. In the Tradax Export case, (supra) the arbitration clause was as follows :-
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> "..... Any claim must be made in writing and claimant's arbitrator appointed within three months' of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred".

This is described as the usual Centrocon arbitration clause in charterparty agreement. It is noticeable that in the Centrocon arbitration clause the claimant is required to appoint an arbitrator within three months of final discharge of cargo or else the claim is barred. An effective appointment of an arbitrator in such a clause is necessary to constitute arbitral authority within the stipulated

time to prevent the claim from being barred. Therefore, in such a clause not only communication to the appointee but also the acceptance of office by the appointee is essential for effective appointment of arbitrator within the meaning of the clause. A mere nomination or appointment unknown to the appointee was held not to be an appointment far less an effective appointment of arbitrator within the meaning of that clause. The appointment will be effective only when the appointed arbitrator accepts office and is armed with the duty and authority of an arbitrator. Even in such a clause the stage of effective appointment will be when he has indicated his willingness to act in that matter.

In the Tradax Export case (supra) the charterers gave notice of appointment to the arbitrator. Three months expired The other side contended that there was no appointment of arbit- rator within the stipulated time. The arbitrator was not set in motion. Neither was the arbitrator clothed with the mandate of arbitration nor was the machinery of arbitration invoked by the charterers. The appointment of an arbitrator there had to be perfected and implemented by calling upon the appointee to act. In the Tradax Export case (supra) the Court of Appeal observed that if an application under section 27 of the English Arbitration Act, 1950 had been made, the court would have, granted relief as explained in Liberian Shipping Corporation 'Pegasus' v. A. King & Sons Ltd. (1967) 2 Q.B. 86. Section 27 of the English Arbit- ration Act is a special provision conferring power upon the court to extend the time for commencement of arbitration proceedings where in the circumstances of the case undue hardship would otherwise be, caused. This aspect indicates that in the Centrocon clause commencement of proceedings by effective- appointment is vital and that is why relief against rigour of time clauses is granted under section 27 of the English Arbitration Act, 1950.

In the present appeals, the reference was to arbitrators and they were required to appoint an umpire. The appointment of an umpire by two arbitrators means that the arbitrators are to coneur in appointing an umpire. There is no particular method of appointment of an umpire prescribed by the Act. The usual method of appointment of an umpire by the arbitrators is in writing. Arbitrators who are required to appoint an umpire are under no obligation to obtain the approval of the choice of the personnel by the parties who appointed the arbitrators. If any party is dissatisfied with the choice that will not affect the validity of the appointment (See Oliver v. Collings (1809) 11 East 367-103 E.R. (1045).

The appointment by arbitrators of an umpire should be the act of the will and judgment the two. Such an appointment is to be one of the choice and not of chance. [See Re. Cassell (1829) 9 B & C 624==109 E.R. 232]. If an umpire declines the office the appointment is ineffectual. Ile arbitrators in such a case can make another appointment of an umpire if the arbitration agreement empowers them to do SO Or the court can appoint an umpire in lieu of an appointed umpire who refuses to act. Declining the office will be refusal to act.

It is, therefore, apparent that appointment of umpire is something different from the acceptance of office by the umpire. The arbitrator Or umpire assumes his office when he accepts the appointment. There is no NO authority for the proposition that consent of the appointee is required before an umpire is appointed by the arbitrators. The observations in Russll on arbitration. 18 th Ed.

at page, 212 do not support that submission. The decision in Ringland v. Lowndes supra) which is referred to in Russell had very special features. Under the Public Health Act, 1848 a disputed claim to compensation was to be settled by arbitration. Arbitrators were required to make an award within 21 days after the appointment or within extended time, if any. If arbitrators neglected or refused to appoint an umpire for seven days after being requested so to do by any party the court of quarter sessions would on the application of such party appoint an umpire. In that case arbitrators were appointed in January, 1861. The arbitrators refused to appoint an umpire. The plaintiff applied at the Easter sessions to appoint an umpire but failed in consequence of want of a notice of his intention to make such application. The plaintiff thereafter gave the required notice and the second application was made at the Midsummer sessions. One Johnson was named as umpire. But as his consent had not been obtained no formal appointment was made. A third application was made at the Michaelms sessions and Johnson was on 14 October appointed umpire and accepted the appointment. The question for consideration was whether the appointment of the umpire was at the Midsummer sessions or at the Michaelmas sessions. Under the statute the award was, to be made within three months from the umpire,s appointment. The umpire made- an award on 30 December, 1861. If the appointment was in the Midsummer sessions the Award would be bad.

It will appear from the report (15 C.B ' (N.S.) 173 at pp. 178, 179 and 196-143 E.R. 4 749 at pp. 752 and 759) that it was the duty. and practice of the clerk of the peace to make an, entry of the acts and proceedings of the court from Which the orders of the court were subsequently formally drawn up and no order would in the course of practice be formally drawn up unless the assent of the umpire to act had been previously obtained. Counsel for the board in Ringland's case did not strongly press the objections that' an order 'was made at the Midsummer sessions because there was no formal order of the Court in Midsummer 'sessions. The decision in Ringland v. Lowndes (supra) went up on appeal as will, appear from, 17 C.B. (N.S.) 514.=144, E.R. 207, The appeal, however was on actual decision in Tringland,s case (supra) ;is 'to whether a party who attended before, an, arbitrator under protest, cross- examined adversary's witnesses and called witnesses did not preclude himself from afterwards objecting that the arbitrator was proceeding without authority it will appear at conceded that the, appointment of Johnson as an umpire took Place the October sessions. the special provisions of the statute, the mode. of making an application to the court of quarter Sessions, me practice of the court in regard to drawing up of orders for appointment of umpire and the specific requirement of consent of the appointee to an order for appointment of umpire are all special and peculiar features in Ringland v. Lowndes (supra) to support the view that acceptance of umpirage is necessary for the appointment of the umpire.

The decision of the Judicial Committee in Mirza Sadiq Husain v. Musammat Kaniz Zohra Begam (supra) was on the meaning of the words 'refuses to act' occurring in section 510 of the Code of Civil Procedure, 1882. That section conferred power on the court to appoint a new arbitrator or umpire "if the arbitrator or the umpire refuses to act". The, Judicial Committee did not accept the construction put upon the words 'refuses to act' by the High Courts in India that the power of the court under section 5 10 to appoint a new arbitrator in place of another arises only when that other had first consented to act and thereafter refused or became incapable. The Judicial Committee said "it appears to their Lordships that when an. arbitrator is nominated by parties, his refusal to act is signified as clearly by his refusal to accept nomination as by any other course he could pursue. His

refusal to act necessarily follows, for he has not performed the first action of all, namely, to take up the office by signifying his assent to his appointment Their Lordships do not enter at length,into the matter as it appears that any other construction would open the way to an easy defeat of the provisions of the statute". Under section 8 of the Arbitration Act ,1940 if any umpire refuses to act and the arbitration agreement does not show that it was intended that the vacancy should not be supplied, and the parties or the arbitrators as the case may be, do not supply the vacancy any party may take recourse' to the provisions of the statute for appointment of umpire. The construction which the Judicial Committee put upon the words 'refuses to act' in Mirza Sadik Husain's case (supra) applies to the provisions contained in the Arbitration Act, 1940. Where the arbitrators appoint an umpire upon the condition of the umpire's acceptance of office, the arbitrators wilt have power to reappoint an umpire if the post is refused. 'Where, again, the arbitrators appoint an umpire, without any such condition of acceptance of office, and the appointee declines the office, the, arbitrators in accordance with their powers under the arbitration agreement ea appoint an umpire again. The court has also power to appoint in lieu of an appointed umpire who refuges to act, as stated in section 8 of the Arbitration Act, 1940. In all these cases the appointment of an. umpire becomes effective by acceptance of the office. Thereupon the power of appointment is exhausted. If the appointed person after acceptance of office refuses to act or will not act the parties have to take recourse to the court. When the umpire assumes his office he accepts the appointment. The acceptance may be express or implied. Ile acceptance need not be in writing. It may be evidenced by conduct. It may be also by proceeding with the arbitration. In Mirza Sadik Husain's case (supra) both the parties by agreement appointed arbitrators to settle their respective rights. One of the arbitrators refused to act. The respondents in that case declined to nominate another arbitrator in their behalf-. The Judicial Committee said that this declinature was within their rights, the reason being that the arbitrator refused to accept office or to act after he had been appointed. The arbitrators in the present case completed their appointment of umpire before entering on the reference. Thereafter, it remained for the umpire to act or to refuse to act.

The question of acceptance of appointment of umpire arises with reference to the stage when he is called upon to act. The Arbitration Act, 1940 does not say that appointment of umpire by arbitrators is to be made only after obtaining consent of the appointee. The arbitrators here appointed an umpire before entering on the reference: The appointment was not conditional upon the acceptance of appointment by the umpire. The scheme of arbitration proceedings indicates that the appointment of umpire and the acceptance of office are two separate matters arising at different stages in the proceedings. When the umpire is called upon to proceed in terms of the, appointment he will either assent expressly or by conduct to act or he will decline to act.

The High Court was correct in holding that there was a valid appointment of the umpire and the umpire rightly entered upon the reference. Ile umpire's authority commenced when he entered upon the reference on being asked to proceed with the reference.

The other contention on behalf of the, appellants that para- graph 4 of the First Schedule to the Arbitration Act, 1940 was excluded by clause (6) of the arbitration agreement in the: present case is unsound. Section 3 of the Arbitration Act provides that an arbitration agreement, unless a different intention is expressed therein, shall be deemed to include the provisions set out in the First

Schedule in so far as they are applicable to the reference. Paragraph 4 of the First Schedule provides that if the arbitrators have allowed their time to expire without making an award or have delivered to any party to the arbitration agreement or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference in lieu of the arbitrators. Clause (6) of the arbitration agreement does not state that only in the event of a difference arising between the arbitrators there shall be a reference to the umpire. There is no intention in the agreement to exclude the operation of paragraph 4 of the First Schedule to the Arbitration Act. In the present case the agreement provided for appointment of umpire. The agreement also provided for making of the award by the arbitrators. It is, therefore, apparent that the intention of the parties was that when arbitrators would allow their time to expire without making the award the umpire would enter on the reference in lieu of the arbitrators. The High Court expressed the view that if the arbitrators allowed the time to expire that by itself would not amount to disagreement between the arbitrators. As to what constitutes disagreement cannot be laid down in abstract or inflexible propositions. It will depend upon the facts of the case as to whether there was a disagreement. The High Court did not agree with the view expressed in Russel on Arbitration, 18th Ed. at pages 205 and 208, that failure to make an award in time where the agreement prescribed time in which the arbitrators award is to be made would amount to disagreement. In Lossifoglu v. Counmantaro [1941] 1 K.B. 396 the arbitration clause provided "in case the arbitrators so appointed disagree they shall appoints an umpire". One of the arbitrators repeatedly endeavoured to arrange a meeting with the other, but failed to arrange such a meeting. The arbitrator then unsuccessfully attempted to obtain consent of the latter to the appointment of umpire. Thereafter, application was made to the court for the appointment of umpire. Disagreement between the arbitrators may take various shapes and forms. In the present case the arbitrators by reason of attitude of a party in correspondence addressed to the arbitrators could not agree to proceed with the matter. Where one of the arbitrators decline to act and the other is left alone it will in a case of this type amount to disagreement between the two arbitrators. In the Present case, there was disagreement between the arbitrators. Time to make the award also expired. Therefore, from both points of view the umpire had authority to inter upon the reference.

For these reasons, we are of opinion that the High Court was correct in making the order. The appeals are dismissed. The order of the, High Court is upheld, In view of the fact that the time granted by the High Court till 31 December, 1968 for making the award cannot apply, the umpire Porus A.. Mehta is I-L3Sup.Cl/72 granted time for three months to make the award. Three months will run from the date of service of this order by any party to these appeals. The appellants will pay one set of hearing fee to the respondents.

V.P.S Appeals dismissed.