



COAL INDIA LIMITED
MARKETING DIVISION
NOTICE

File: CIL/M&S/New Pol/ 47252|79


Date: 22.02.2019

Subject: Introduction of a new commercial dispute resolution mechanism between CPSEs inter se and CPSE(s) and Government department(s) / organization(s) through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

Ministry of Coal vide OM no: 38025/1/2015-CA-II dated 20.11.2018 / 03.12.2018 has informed that ADRM has been winded up and in its place a new mechanism known as Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India has been put in place. Copy of OM no: 38025/1/2015-CA-II dated 20.11.2018 / 03.12.2018 and OM no. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 collectively enclosed as **Annexure-1**.

It has been advised that hence forth all such commercial disputes between CPSEs / Port Trusts *inter se* and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) may be dealt with the new mechanism of AMRCD as circulated by DPE. Further, it has also been advised that the on-going contracts should also be suitably amended according to the AMRCD provisions.

Accordingly, all concerned are requested to take note of above directives of MoC. A comparative chart of the relevant dispute resolution clauses of the FSAs which stand replaced as per AMRCD provisions in the case of CPSE(s) and Government department(s) / organization(s) are enclosed as **Annexure-2**.


22/2/19
General Manager (M&S)

Distribution

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Copy, for kind information, to:

1. Director (Marketing), CIL, Kolkata
2. TS to Chairman, CIL
3. HoD (F), M&S, CIL, Kolkata
4. HoD (Comm.), M&S, CIL, Kolkata

File No.38025/1/2015-CA-II

No.38025/1/2015-CA-II

Government of India

Ministry of Coal


Shastri
Bhawan, New Delhi,
Dated the 20.11.2018

3.12.2018

OFFICE MEMORANDUM

Sub: Winding up of Alternative Dispute Resolution Mechanism (ADRM) for resolving disputes between claims of CIL subsidiaries and PSUs – regarding.

The undersigned is directed to forward herewith a copy of DPE's OM no. 4(01)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 regarding settlement of commercial disputes between CPSEs inter se and CPSEs and Govt. Deptt. through the Administrative Mechanism for Resolution of CPSEs Disputes(AMRCD) and to inform that the ADRM forum functioning in this Ministry for resolutions of disputes as cited above has been wound up and henceforth all such disputes may be dealt with the new mechanism of AMRCD as circulated by DPE.



3.12.18

(Kishore Kumar)

Under Secretary to the Govt. of India

Encl: as above.

1. The Secretary, Ministry of Power,
2. The Secretary, Deptt. Of Heavy Industry, Udyog Bhawan, New Delhi,
3. The Secretary, Energy, Government of Chhattisgarh, Madhya Pradesh, Uttar Pradesh, Rajasthan, Punjab, Haryana, Maharashtra, Gujarat,
4. The CMDs of CIL, NLC, NTPC, DVC, BHEL & HEC,
5. PSO to Secretary(Coal), PPS to AS, all JS, Adv(P), EA, Directors/DS, MOC

F. No. 4(1)/2013-DPE(GM)/FTS-1835
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprises Bhawan,
Block No. 14, CGO Complex,
Lodhi Road, New Delhi-110003.
Dated: 22nd May, 2018

OFFICE MEMORANDUM

Subject: Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and CPSE(s) and Government Department(s)/Organization(s) - Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

The undersigned is directed to refer to Department of Public Enterprises guidelines issued vide OM No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013, No.4(1)2011-DPE(PMA) dated 24.03.2014, No. 4(1)/2011-DPE (PMA) dated 26.03.2014 and No. 4(1)/2013-DPE(PMA)/FTS-1835 dated 11-04-2017 regarding the resolution of commercial disputes between Central Public Sector Enterprises (CPSEs) *inter se* and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) through PMA (Permanent Machinery of Arbitration) mechanism.

2. To make the mechanism more effective and binding on the disputing parties, a new mechanism namely Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) having two level (tier) structure has been evolved in consultation with various stakeholders to replace the existing PMA mechanism which stands wound up from the date of issue of this OM.

3. Applicability

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts *inter se* and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways,

Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD.

4. As per the approved new mechanism to resolve the commercial disputes, the following structure and procedure shall be followed by the concerned disputing parties:

A. Structure:

- i. At the First level (tier), such commercial disputes shall be referred to a Committee comprising of Secretaries of the Administrative Ministries/Departments to which the disputing CPSEs/Parties belong and Secretary-D/o Legal Affairs. The Financial Advisors (FAs) of the two concerned Administrative Ministries/Departments will represent the issues related to the dispute in question before the above Committee. In case the two disputing parties belong to the same Ministry/Department, the above said Committee will comprise Secretary of the administrative Ministry/Department concerned, Secretary-D/o Legal Affairs and Secretary-Department of Public Enterprises. In such a case, the matter may be represented before the Committee by the FA and one Joint Secretary of that Ministry/Department.

Further, in case of a dispute between CPSE and State Government Department/Organization, the above said Committee will comprise the Secretary of the Ministry/Department of the Union to which the CPSE belongs and Secretary-D/o Legal Affairs and a senior officer nominated by the Chief Secretary of the State concerned. In such a case, the matter will be represented before the Committee by the FA of the concerned administrative Ministry/Department and the concerned Principal Secretary of the State Government Department/ Organisation.

- ii. In case the dispute remains unresolved even after consideration by the above Committee, the same will be referred at the Second level (tier) to the Cabinet Secretary, whose decision will be final and binding on all concerned.

B. Procedure:

- i. At the First level(tier), the claiming party(Claimant) will approach the FA of it's administrative Ministry/Department for representing the dispute before the Secretary of it's administrative Ministry/Department. The Secretary of administrative Ministry/Department of claiming party will intimate the same to the Secretary of administrative Ministry/Department of responding party (Respondent) and Secretary-D/o Legal Affairs and thereafter meetings will take place in the administrative Ministry/Department of the claiming party to examine the facts and resolve the dispute on merit. The FAs of the concerned administrative Ministries/Departments will represent the issues related to the dispute in question before the above Committee. After arriving at a decision by the Committee, the Secretary of the administrative Ministry/Department of the claiming party will write down the decision and it will be signed jointly by both the Secretaries and Secretary- D/o Legal Affairs. A copy of the decision will be communicated by the Secretary of the administrative Ministry/Department of the claiming party to each party to the dispute for implementation.

In case where one party (1st party) to the dispute is a Department/Organization of a State Government, the procedure for admitting the dispute will be same as above, however, all meetings in connection with resolution of the dispute will be held in the administrative Ministry/Department (Union) of other party(2nd Party) irrespective of the position of the 1st Party whether as a Claimant or Respondent. The presentation of the issues before the above Committee in this case will be done by the FA of the concerned Administrative Ministry/Department and concerned Principal Secretary of the State Government Department/Organization.

- ii. The Committee of Secretaries at the First level(tier) shall finalise its decision within 3 months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

5. Appeal

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

6. Arbitration Clause

- (i) The CPSEs will ensure inclusion of a clause in all the existing and future commercial contracts between CPSEs, *inter-se* and CPSEs and Government Departments/Organizations as under:-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

- (ii) The on-going contracts shall also be suitably amended accordingly.


7. Disposal of pending cases in PMA

All pending cases with Sole Arbitrator-PMA and Appellate Authority shall stand transferred with immediate effect to concerned administrative Ministries/Departments to be dealt with as per above mentioned laid down mechanism of dispute resolution. All cases in which the hearing has been completed

by Sole Arbitrator, the award will be made by Sole Arbitrator. Appeal if any, made against such cases will lie with the Cabinet Secretary at Second level(tier).

8. All the administrative Ministries/Departments concerned with Central Public Sector Enterprises/ Port Trusts etc. are requested to bring these guidelines to the notice of all CPSEs under their administrative control for strict compliance.

9. This issues with the approval of the Competent Authority.


(J. N. Prasad)
Director
Tel. 24360736

To.

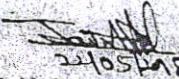
1. Secretary of all Ministries/Departments of the Government of India.
2. Chief Secretary of all the States and Union Territories.

Copy to:

1. Sh. G. S. Yadav, Joint Secretary & Arbitrator-PMA, DPE.
2. Chief Executive of all CPSEs for information and necessary compliance.

Copy forwarded for kind 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) Secretary(DPE), CGO Complex, New Delhi
- (v) Secretary (Law), D/o Legal Affairs, Shastri Bhawan, New Delhi.


(J. N. Prasad)
Director
Tel. 24360736

Existing provisions in model FSA	New Provision in model FSA
<p data-bbox="240 241 683 271">SEB Model for existing power plants</p> <p data-bbox="240 434 624 463">Clause 15: Settlement of Disputes</p> <p data-bbox="240 499 798 907">15.1 All differences or disputes between the Parties shall be settled/ resolved amicably in the first instance. If amicable settlement is not possible, then the unresolved disputes or differences shall be settled through the process as defined under Arbitration in terms of Office Memorandum (OM) No. 4(1)/2011-DPE(PMA)-GL dated 12th June 2013 Govt. of India, Ministry of Industry, Department of Public Enterprises, New Delhi as enforced from time to time. The Arbitration shall be conducted as per the aforesaid Office Memorandum and the relevant provisions relating to Arbitration read as under:-</p> <p data-bbox="240 943 798 1675">"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 Dept. of Public Enterprises to be nominated by the Secretary to the Govt. 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, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or by 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".</p>	<p data-bbox="815 241 1257 271">SEB Model for existing power plants</p> <p data-bbox="815 306 1326 367"><u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p> <p data-bbox="815 434 1198 463">Clause 15: Settlement of Disputes</p> <p data-bbox="815 499 1356 651">15.1 All differences or disputes between the Parties shall be settled/ resolved amicably. If amicable settlement is not possible, then the unresolved disputes or differences shall be settled through the process below.</p>



Existing provisions in model FSA	New Provision in model FSA
<p>15.2 In the event the aforesaid OM is cancelled or otherwise becomes not applicable to both the Parties, any difference or dispute arising between the Parties under this Agreement shall then be resolved by arbitration in accordance with the provisions set forth below:</p> <p>(i) The arbitration proceedings shall be governed by the rules of the Indian Arbitration and Conciliation Act, 1996.</p> <p>(ii) The arbitral tribunal shall consist of three (3) arbitrators.</p> <p>(iii) The arbitration shall be conducted in (___ to be indicated by the Seller) and Indian laws shall govern the arbitration.</p> <p>(iv) Any decision or award of the arbitrate tribunal shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award shall be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that judgement upon the arbitral award may be entered in any court having jurisdiction thereof.</p> <p>(v) The arbitral tribunal consisting of three (3) arbitrators shall be formed by the Purchaser and the Seller each nominating one arbitrator and the third arbitrator shall be nominated by the two arbitrators nominated by the Purchaser and the Seller and if the two arbitrators have failed to nominate the third arbitrator within fifteen (15) Business Days of their appointment, then such nomination shall be made by the Ministry of Coal, Government of India.</p> <p>(vi) The language of the arbitration and the arbitral judgement shall be English.</p>	<p>15.2 <i>“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</i></p>

Existing provisions in model FSA	New Provision in model FSA
<p data-bbox="229 241 646 273">SEB Model for New Power Plants</p> <p data-bbox="229 434 624 465">Clause 15: Settlement of Disputes</p> <p data-bbox="229 497 798 909">15.1 All differences or disputes between the Parties shall be settled/ resolved amicably. If amicable settlement is not possible, then the unresolved disputes or differences shall be settled through the process as defined under Arbitration in terms of Office Memorandum (OM) No. 4(1)/2011-DPE(PMA)-GL dated 12th June 2013 Govt. of India, Ministry of Industry, Department of Public Enterprises, New Delhi as enforced from time to time. The Arbitration shall be conducted as per the aforesaid Office Memorandum and the relevant provisions relating to Arbitration read as under:-</p> <p data-bbox="229 940 798 1675">"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 Dept. of Public Enterprises to be nominated by the Secretary to the Govt. 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, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or by 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".</p>	<p data-bbox="807 241 1225 273">SEB Model for New Power Plants</p> <p data-bbox="807 304 1327 371"><u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p> <p data-bbox="807 434 1201 465">Clause 15: Settlement of Disputes</p> <p data-bbox="807 497 1361 654">15.1 All differences or disputes between the Parties shall be settled/ resolved amicably. If amicable settlement is not possible, then the unresolved disputes or differences shall be settled through the process below.</p>

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Existing provisions in model FSA	New Provision in model FSA
<p data-bbox="193 197 686 264">FSA Model for Non Power – [old model] (Model-A: < 50,000 tpa)</p> <p data-bbox="193 353 587 387">Clause 14: Settlement of Disputes</p> <p data-bbox="193 421 791 678">14.1 In the event of any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (“Dispute”), the Parties shall in the first instance endeavour to amicably settle the same through negotiations carried out in good faith.</p> <p data-bbox="193 712 791 969">14.2 For the purpose of conducting such negotiations, each Party shall designate in writing to the other Party a representative who shall be authorised to negotiate on its behalf with a view to resolving any Dispute (the “Representative”). Each such Representative shall remain so authorised until his replacement has been designated in writing to the other Party by the Party he represents.</p> <p data-bbox="193 1003 791 1417">14.3 The Representative of the Party which considers that a dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the dispute (“Dispute Notice”). Within thirty days, or such longer period as may be mutually agreed, of the Dispute Notice having been delivered to the other Party, the Representatives of both Parties shall meet in person, to attempt in good faith and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the Parties.</p>	<p data-bbox="802 197 1394 264">FSA Model for Non Power – [old model] (Model-A: < 50,000 tpa) <u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p> <p data-bbox="802 353 1189 387">Clause 14: Settlement of Disputes</p> <p data-bbox="802 421 1005 454">14.1 No Change</p> <p data-bbox="802 712 1013 745">14.2 No Change</p> <p data-bbox="802 1003 1013 1037">14.3 No Change</p> <p data-bbox="802 1417 1394 1507">14.4 If amicable settlement as above is not possible, then the unresolved disputes or differences shall be settled through the process as given below:</p> <p data-bbox="802 1541 1394 1921"><i>“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</i></p>

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<p>FSA Model for Non Power – [old model] (Model-B: ACQ 50,000 – 4,00,000 tpa) and FSA Model for Non Power – [old model] (Model-C: >4,00,000 tpa)</p>	<p>FSA Model for Non Power – [old model] (Model-B: ACQ 50,000 – 4,00,000 tpa) and FSA Model for Non Power – [old model] (Model-C: >4,00,000 tpa) <u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p>
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<p data-bbox="201 159 808 226">FSA Model for Non Power - New Non –Power Consumer (Model-A: < 50,000 tpa)</p> <p data-bbox="201 349 602 383">Clause 14: Settlement of Disputes</p> <p data-bbox="201 416 808 667">14.1 In the event of any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (“Dispute”), the Parties shall in the first instance endeavour to amicably settle the same through negotiations carried out in good faith.</p> <p data-bbox="201 701 808 952">14.2 For the purpose of conducting such negotiations, each Party shall designate in writing to the other Party a representative who shall be authorised to negotiate on its behalf with a view to resolving any Dispute (the “Representative”). Each such Representative shall remain so authorised until his replacement has been designated in writing to the other Party by the Party he represents.</p> <p data-bbox="201 985 808 1400">14.3 The Representative of the Party which considers that a dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the dispute (“Dispute Notice”). Within thirty days, or such longer period as may be mutually agreed, of the Dispute Notice having been delivered to the other Party, the Representatives of both Parties shall meet in person, to attempt in good faith and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the Parties.</p>	<p data-bbox="824 159 1393 226">FSA Model for Non Power - New Non –Power Consumer (Model-A: < 50,000 tpa)</p> <p data-bbox="824 259 1393 315"><u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p> <p data-bbox="824 349 1214 383">Clause 14: Settlement of Disputes</p> <p data-bbox="824 416 1036 450">14.1 No Change</p> <p data-bbox="824 701 1052 734">14.2 No Change</p> <p data-bbox="824 985 1052 1019">14.3 No Change</p> <p data-bbox="824 1400 1425 1489">14.4 If amicable settlement as above is not possible, then the unresolved disputes or differences shall be settled through the process as given below:</p> <p data-bbox="824 1523 1425 1904"><i>“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</i></p>

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Existing provisions in model FSA	New Provision in model FSA
<p>FSA Model for Non Power - New Non –Power Consumer (Model-B: ACQ 50,000 – 4,00,000 tpa) and, FSA Model for Non Power - New Non –Power Consumer (Model-C: >4,00,000 tpa)</p>	<p>FSA Model for Non Power - New Non –Power Consumer (Model-B: ACQ 50,000 – 4,00,000 tpa) and, FSA Model for Non Power - New Non –Power Consumer (Model-C: >4,00,000 tpa) <u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p>
<p>Clause 15: Settlement of Disputes</p>	<p>Clause 15: Settlement of Disputes</p>
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Existing provisions in model FSA	New Provision in model FSA
<p data-bbox="220 152 667 181">FSA Model for Non-Regulated Sector</p> <p data-bbox="220 248 612 277">Clause 16: Settlement of Disputes</p> <p data-bbox="220 315 807 566">16.1 In the event of any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its performance, existence, interpretation, validity, termination and the rights and liabilities of the Parties (“Dispute”), the Parties shall in the first instance endeavour to amicably settle the same through negotiations carried out in good faith.</p> <p data-bbox="220 600 807 851">16.2 For the purpose of conducting such negotiations, each Party shall designate in writing to the other Party, a representative who shall be authorised to negotiate on its behalf with a view to resolving any Dispute (the “Representative”). Each such Representative shall remain so authorised until his replacement has been notified in writing to the other Party, by the Party he represents.</p> <p data-bbox="220 884 807 1422">16.3 The Representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the dispute (“Dispute Notice”). Within 30 (thirty) days, or such longer period as may be mutually agreed by the Parties, of the Dispute Notice having been delivered to the other Party, the Representatives of both Parties shall meet in person to attempt in good faith and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be recorded in writing and signed by the Representatives of the Parties. In the event that the Representatives of the Parties fail to resolve or settle the Dispute within 90 (ninety) days of their meeting, the Parties shall be entitled to exercise the remedies available to them under Clause 21.3.</p>	<p data-bbox="836 152 1283 181">FSA Model for Non-Regulated Sector</p> <p data-bbox="836 188 1412 248"><u>Dispute resolution clauses in FSA applicable for CPSEs and Government organizations.</u></p> <p data-bbox="836 255 1225 284">Clause 16: Settlement of Disputes</p> <p data-bbox="836 315 1050 344">16.1 No Change</p> <p data-bbox="836 600 1050 629">16.2 No Change</p> <p data-bbox="836 884 1412 1458">16.3 The Representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the dispute (“Dispute Notice”). Within 30 (thirty) days, or such longer period as may be mutually agreed by the Parties, of the Dispute Notice having been delivered to the other Party, the Representatives of both Parties shall meet in person to attempt in good faith and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be recorded in writing and signed by the Representatives of the Parties. In the event that the Representatives of the Parties fail to resolve or settle the Dispute within 90 (ninety) days of their meeting, the Parties shall be entitled to exercise the remedies available to them under Clause 16.4</p> <p data-bbox="836 1491 1412 1585">16.4 If amicable settlement as above is not possible, then the unresolved disputes or differences shall be settled through the process as given below:</p> <p data-bbox="836 1619 1412 1993"><i>“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.</i></p>

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