



भारत सरकार / Government of India
रेल मंत्रालय / Ministry of Railways
(रेलवे बोर्ड / Railway Board)



No.2009/CE-I/CT/14/Main

New Delhi, Dated 11.07.2024

To,
As per list attached.

Sub: Master policy for Dispute Redressal Mechanism:- Guidelines for appointing the Conciliator/ DAB member/ SAT member/ Arbitrator(s) and fee payable to

- Ref: (i) Board's letter No. 2010/CE-I(Spl)/CT/9 dated 18.08.2011
(ii) Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019
(iii) Board's letter No. 2009/CE-I/CT/14/Main dated 04.09.2019
(iv) Board's letter No. 2019/ Trans Cell/ S&T/ Suggestions from GMs dated 02.09.2019
(v) Board's letter No. 2020/CE-I/CT/ARB/2E dated 08.12.2020
(vi) Board's letter No. 2020/CE-I/CT/ARB/4E/Arbitration Fee dated 31.12.2020
(vii) Board's letter No. 2020/CE-I/CT/ARB/4E/Arbitration Fee dated 03.04.2023
(viii) Board's letter No. 2009/CE-I/CT/14/Main dated 03.06.2024

The instructions on fee and emoluments payable to Railway Officers working as Arbitrator have been issued from Board's office from time to time.

2. Board has reviewed the instructions and further decided *Master policy circular for Dispute redressal mechanism and approved the Guidelines for appointing the Conciliator/ DAB member/ SAT member/ Arbitrator(s) and fee payable* to them, enclosed as Annexure-A.
3. The earlier instructions issued on the subject vide Board's letters referred above, are also enclosed.
4. Board's letter No. 2009/CE-I/CT/14/Main dated 03.06.2024 stands withdrawn.
5. This issue with the concurrence of Finance Directorate of Ministry of Railways.

DA: As above.

अजीत कुमार झा
(अजीत कुमार झा) 11-7-24

कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2009/CE-I/CT/14/Main

New Delhi, Dated 11.07.2024

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

Sanjeet
For Member Finance

LIST FOR DISTRIBUTION (No.2009/CE-I/CT/14/Main, dated 11.07.2024)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune - 411 001 (Maharashtra)
4. Director General, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. CMD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
5. CMD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

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Guidelines for appointing the Conciliator/ DAB member/ SAT member/ Arbitrator(s)
and fee payable to

(A) Conciliation of Disputes

(I) Appointment:

- i. For any value of claim in question Sole conciliator shall be appointed as per Clause-63 of GCC or clause 24.1 of agreement of EPC, as the case may be.
- ii. Serving Gazetted Railway Officers (Senior Administrative Grade) as Sole Conciliator shall be appointed to deal all claim case(s) arises in particular contract for which he has been appointed. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.
- iii. Before start of proceedings, Sole conciliator shall give the following certificate to the Railway and the Contractor:
"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."
- iv. In case of transfer within Zone, Conciliator may continue even after his transfer provided condition in Para (ii) above is met.
- v. In case of transfer in other Zone, new conciliator shall be appointed.

(II) Qualification of Conciliator

- i. Serving Gazetted Railway Officers of not below Senior Administrative Grade may continue as conciliator in a case which he is already dealing with, even after his retirement, on same terms & conditions.
- ii. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

- i. The honorarium payable to Conciliator shall be Rs. 1000 per day and Rs. 500/- per half day subject to maximum of Rs. 10,000/- per claim.

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(B) Dispute Adjudication Board (DAB)

(I) *Appointment:*

- i. As per Clause-63.2 of GCC or clause 24.2 of agreement of EPC, as the case may be.

(II) *Qualification of DAB member*

- i. Retired Railway Officer who has retired from Senior Administrative Grade or higher post. The officer must have superannuated at least one year before the date of appointment as DAB member.
- ii. Age of 'DAB members' at the time of appointment shall be below 70 years.
- iii. While appointing 'DAB members' due care shall be taken that they are not the those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants expressed views on all or any of the case under dispute or differences.

(III) *Fee Structure*

- i. Lump sum fee of Rs. 4,000/- per sitting per day of 2 hrs or more is payable to each DAB member subject to maximum of Rs. 24,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & upto 2 years, upper limit will be Rs. 32,000/- and if claims received for period more than 2 years, upper limit will be Rs. 40,000/-.
- ii. In addition to (i) above, DAB fee of Rs. 25,000/- is payable on final award for each DAB member per half yearly claim or per consolidated claims for period exceeding 6 months & up to 2 years or per consolidated claims for more than 2 years.
- iii. Every member in DAB will be entitled to the same fee.
- iv. DAB members shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.19 & 04.09.19 to the extent applicable.

(C) Standing Arbitral Tribunal (SAT) for EPC Tenders only

(I) *Appointment:*

- i. As per the relevant Clause of 'Contract Document'.

(II) *Qualification of SAT member:*

- i. Railway Officer who has retired from Senior Administrative Grade or higher grade post. The retired officer must have superannuated at least one year before the date of appointment as SAT member.
- ii. Age of 'SAT members' at the time of appointment shall be below 70 years.
- iii. While appointing 'SAT members' due care shall be taken that they are not the those who had an opportunity to deal with the matters to which the contract relates

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or who in the course of their duties as Railway servants expressed views on all or any of the matters under dispute or differences.

(III) Fee Structure:

- i. Lump sum fee of Rs. 12,000/- per sitting per day of 2 hrs or more payable to each SAT member subject to maximum of Rs. 75,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & upto 2 years, upper limit will be Rs. 1,00,000/- and if claims received for period more than 2 years, upper limit will be Rs. 1,20,000/-.
- ii. SAT fee of Rs. 75,000/- is payable on final award for each SAT member per half yearly claim or per consolidated claims for period exceeding 6 months & upto 2 years or per consolidated claims for more than 2 years.
- iii. Every member in SAT will be entitled to the same fee.
- iv. SAT members shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.19 & 04.09.19 or as amended from time to time, to the extent applicable.

(D) Arbitrator(s) for Arbitration:

(I) Appointment:

- i. As per the relevant Clause of 'Contract Document'.

(II) Qualification:

- i. As per relevant clause of 'Contract Document'.

(III) Fee Structure:

i. **Fee Structure for Retired Officer:**

Sum in Dispute (Sum of Claim & Counter Claims)	Amount payable per Arbitrator per case
Up to Rs. 5,00,000	Rs. 45,000
Above Rs. 5,00,000 and up to Rs. 20,00,000	Rs. 45,000 plus 2 percent of the claimed amount over and above Rs. 5,00,000
Above Rs. 20,00,000 and up to Rs. 1,00,00,000	Rs. 75,000 plus 1.5 percent of the claimed amount over and above Rs. 20,00,000
Above Rs. 1,00,00,000	Rs. 1,95,000 plus 0.50 percent of the claimed amount over and above Rs. 1,00,00,000 subject to maximum ceiling of Rs. 4,00,000

Note:
(i) In the event, the arbitral tribunal is consisting of a sole arbitrator, he/she shall be entitled to an additional amount of Twenty Five percent (25%) on the fee payable as per the table set out above. Maximum ceiling shall also be enhanced accordingly.

Arbitrator(s) shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.19 & 04.09.19 or as amended from time to time.

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ii. **Fee Structure for serving officers:**

In partial modification of RB's letter No. 2019/Trans Cell/S&T/Suggestions from GMs dated 02.09.2019, the honorarium payable to serving Railway officers appointed as arbitrators shall be:

- a. Rs. 2500 per day and Rs. 1250/- per half day subject to maximum of Rs. 25,000/- per case.
- b. All other terms and conditions of above letter remain same.

(E) Formation of Panel for Conciliator, DAB and Standing Arbitral Tribunal

- i. Power to form the panel for the appointment of Conciliator, DAB and Standing Arbitral Tribunal shall lie with GM/AGM.
- ii. Conciliator/DAB members/Standing Arbitral Tribunal members may be appointed notwithstanding the total number of cases in which he has been appointed in the past. However, total number of cases on hand (*including Arbitration/DAB/Standing Arbitration Tribunal*) should not be more than 10 numbers at the time of appointment.

(F) Formation of Panel for Arbitration

- i. As per Model SOP-Item No. 27(A)

(G) Acceptance of claims settled by Conciliation/DAB/SAT/Arbitration award against any dispute arising out of a contract

- i. As per Model SOP-Item No. 27(B)

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भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2010/CE-I(Spl)/CT/9

New Delhi, dated 18.08.2011

The General Managers,
Northern Railway, New Delhi.
West Central Railway, Jabalpur.

विषय : Arbitration Fee of retired Railway Officers/Outsider working as Arbitrators appointed by the Hon'ble High Court.

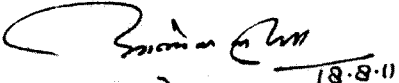
संदर्भ : i) Northern Railway's letter no. 11-PUB/29/PPC/Arb/Loose, dated 07.07.11.
ii) WC Railway's letter no. WCR/HQ/C/W.P. No-9266/07, dated 17.06.11.
iii) Board's letter no. 2009/CE-I/CT/14, dated 24.06.09.

Kindly refer to your letter under reference on the subject mentioned above, requesting to issue guidelines for the arbitration fee of a retired Railway Officer or outsider working as Arbitrator appointed by Hon'ble High Court.

In terms of Board's letter referred above, the maximum fee prescribed for the retired Railway Officer working as Arbitrator has been raised from Rs.50,000 to Rs.75,000 per case. This circular is applicable to retired Railway Officers who work as an Arbitrator appointed by Railways.

The matter has been reviewed in Board's office and it is clarified that Arbitrators, appointed by the Hon'ble High Court either retired Railway Officers or outsiders, i.e. retired Judges etc., are at liberty to fix their remuneration unless otherwise agreed by the parties under Section 31(8) of Arbitration & Conciliation Act, 1996.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.


(आलोक कुमार) 18.8.11

कार्यकारी निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड

Copy to : The General Manager/All Indian Railways (except Northern Railway and West Central Railway) for information and necessary action please.



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main

New Delhi, dated 01.04.2019

As per list attached

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)-reg.

- Ref:** (i) Board's letter No. 95/CE-I/CT/24 dated 14.11.1996
(ii) Board's letter No. 95/CE-I/CT/24 dated 12.01.2004
(iii) Board's letter No. 20 09/CE-I/CT/14 dated 24.06.2009
(iv) Board's letter No. 2015/CE-I/CT/ARB/18 dated 11.11.2016
(v) Board's letter No. 2009/CE-I/CT/14/Main dated 17.01.2018
(vi) Board's letter No. 2009/CE-I/CT/14/Main dated 16.05.2018

The instructions on fee and emoluments to Retired Railway Officers working as Arbitrator were issued from Board's office time to time through ref (i) to (vi) above. Further, it has been decided by Board (ME, FC) that arbitrators shall be entitled to a few other allowances also as mentioned in para 2 below.

To summarize, now, retired railway officer working as an Arbitrator shall be entitled for the following:

1. Retired Railway Officer while working as an Arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per arbitrator and maximum of Rs. 1,50,000/- per case per arbitrator. In cases, when award is made within six months from the date the arbitration tribunal enters into reference, Arbitrator will be entitled for a fee equal to 1.5% of the total claims, including the counter claims subject to minimum of Rs. 40,000/- per case per arbitrator and maximum of Rs. 2,25,000/- per case per arbitrator. [ref. (vi)]

Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed above.
[ref. (iv)]

2. (i) **Conveyance Allowance:** Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only.
(ii) **Daily Allowance:** Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.
(iii) **Refreshment Allowance:** The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.
(iv) **Miscellaneous Expenses:** The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, stamp paper, postage etc.

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3. For arbitration proceedings by arbitration tribunal consisting of retired arbitrators, necessary stenographic assistance, including stationary shall also be provided by the Railway. If the arbitrator brings his own Steno, he/she shall be paid an honorarium @ Rs. 1000/- per hearing. [ref. (v)]

Note for 1 to 3:

- i. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent. [ref. (ii)]
- ii. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.
- iii. The payment of arbitration fee can be made only after the arbitration award is published by the arbitration tribunal. However, Railway shall ensure payment of arbitration fee to arbitrator within 30 days of submission of arbitration award. [ref. (vi)]

4. In case the serving Railway Officer working as Arbitrator is retired during the arbitration proceedings, he can continue to work as Arbitrator in such ongoing arbitration cases after his retirement. However, he shall be paid arbitration fee as per the rate of honorarium payable to serving railway officers. [ref. (v)]

5. The Arbitrator shall also be entitled to officer's rest house when visiting outstation on duty. The Railway shall provide the class of 'Railway Pass' for which the Officer was entitled 'on duty' before retirement. [ref. (i)]

6. For arbitration proceedings, Railway shall make available necessary accommodation along with furniture for holding arbitration meetings. [ref. (i)]

7. The items except item 2 & note (ii) above shall be applicable as per instructions available in concerned reference. However, Allowances mentioned in Item 2 above & provisions of note (ii) above shall be applicable for all ongoing arbitration cases and future cases of arbitration.

8. The fee and emoluments of arbitrators shall be reviewed after every three years.

9. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge the receipt.

अनिल कुमार
(अनिल कुमार)

निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2007/CE-I/CT/18/Pt.-I (Vol.II)

New Delhi, dated 01.04.2019

Copy forwarded for information to:

- (i) PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

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For Financial Commissioner/Railways

भारत सरकार Government Of India
रेल मंत्रालय Ministry Of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2009/CE-I/CT/14/Main

New Delhi, dated 04.09.2019

As per list attached

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrator(s)-reg.

Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019

1. In partial modification to Railway Board's letter under reference, Board (ME & FC) have approved to modify Para 2(iv) & Note (iii) (for items 1 to 3) of the said letter and to introduce Para 2(v). The modified Para 2 and Notes (for items 1 to 3) of the letter under reference shall be read as under:

Item 2 of the Board's letter under reference:

(i) Conveyance Allowance: Arbitrator shall be paid conveyance charges towards their local conveyance within the city, where arbitration meeting has been fixed. It shall be paid @ Rs. 1500/- per day for the days of arbitration meetings only.

(ii) Daily Allowance: Arbitrator shall be paid a daily allowance @ Rs. 1200/- per day for the days of arbitration meetings. However, when Arbitrator undertakes any site visit for inspection etc., Arbitrator shall be entitled for normal TA/DA as per their position prior to retirement. Further, in case after holding the arbitration meeting, Arbitrator proceeds for site visit on the same day or vice-versa, he shall be entitled for daily allowance @ Rs. 1200/- per day only and no other TA/DA for site visit for that day shall be payable.

(iii) Refreshment Allowance: The presiding Arbitrator shall be paid refreshment allowance @ Rs. 200/- per meeting day.

(iv) Miscellaneous Expenses: The Retired Railway officer working as presiding Arbitrator shall be paid Rs. 1000/- per case for expenditure incurred on fax, postage etc.

(v) Stamp Duty Charges: The retired Railway officer working as Presiding Officer shall be paid Stamp Duty Charges as per actual.

Notes (for item 1 to 3) of the Board's letter under reference:

- i. All the payments mentioned above shall be borne equally by both the parties i.e. the claimant and the respondent.
- ii. All the payments except arbitration fee shall be paid as and when asked by the arbitrator.
- iii. The arbitration fee shall be paid to arbitrator(s) after publishing of award. However, the arbitration fee can be given before publishing the award on the

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request of the Presiding Arbitrator, if the presiding arbitrator confirms that Arbitral Award has been finalized and signed by the Arbitral Tribunal, and the Tribunal is in the position to publish the award immediately after payment of arbitration fee by both the parties.

2. The Changes mentioned in Item 2(iv), 2(v) above and Note (iii) above shall be applicable for all ongoing arbitration cases also.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge the receipt.

अनिल कुमार
04/09/19
(अनिल कुमार)
निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Phone : 011-23047598; Rly no. 47598]

No. 2009/CE-I/CT/14/Main

New Delhi, dated 04.09.2019

Copy forwarded for information to:

- (i) PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.


For Financial Commissioner/Railways

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

No. 2019/Trans Cell/S&T/Suggestions from GMs

Dated: 02.09.2019

The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO/Lucknow, DG/NAIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, CAO/IROAF

Sub: Remuneration to Railway Officers acting as Arbitrators.

- Ref:**
1. Railway Board's letter no. E(G) 2010 HO 1/20 dated 11.09.2010.
 2. Railway Board's letter no. E(G)2004 HO1-2 dated 24.02.2004.
 3. GM/SR's Letter No. G.203/P/SOP/CRB dated 31.01.2019.

With reference to GM/SR's letter at (3) above and Board's letter at (1) above, Board (FC & CRB) have approved the following:

1. Enhancing the honorarium paid to Railway Servants appointed to act as Arbitrator from Rs 500/- per day to Rs 1000/- per day and from Rs 250/- per half day to Rs 500/- per half day subject to a maximum of Rs 20,000/- per case.
2. Other extant instructions/guidelines issued from Board on the subject remains unchanged or as modified from time to time.

This issues with the concurrence of Associate Finance of Transformation Cell of Railway Board.

Kindly acknowledge the receipt and ensure compliance.



02.09.19
(Umesh Balanda)

Executive Director/S&T
Transformation Cell

No. 2019/Trans Cell/S&T/Suggestions from GMs

Dated: 02.09.2019

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways



(Sanjeeb Kumar)

Executive Director Accounts
Transformation Cell

Copy: As per list attached.



Copy to:


1. The ADAI (Railways), New Delhi
2. The Director of Audit, All Indian Railways
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneshwar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
14. Managing Director, CRIS, Chanakyapuri, New Delhi

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(R)
2. CRB, FC, ME, MTR, MRS, MS, MT, MST, MMM, SECY, DG (RHS), DG (RPF), DG (Stores)
3. All AMs, Principal Executive Director & Executive Directors of Railway Board


02.09.19
(Umesh Balonda)
Executive Director/S&T
Transformation



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2020/CE-I/CT/ARB/2E

New Delhi, dated 08.12.2020

To,
As per list attached.

Sub: Arbitration Hearing through Video Conferencing

Ref: EC Railway letter No ECR/ADM/ARB/Policy/001, dated 03.09.2020

1. One of the Zonal Railways has sought clarification regarding conducting Arbitration meeting through Video Conferencing.
2. The issue has been examined in consultation with Legal Directorate of Railway Board.
3. The section 19 & 20 of the Arbitration and Conciliation Act, 1996, are reproduced below:

CHAPTER V Conduct of arbitral proceedings

19. Determination of rules of procedure.—

- (1) The arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872).
- (2) Subject to this Part, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings.
- (3) Failing any agreement referred to in sub-section (2), the arbitral tribunal may, subject to this Part, conduct the proceedings in the manner it considers appropriate.
- (4) The power of the arbitral tribunal under sub-section (3) includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

20. Place of arbitration —

- (1) The parties are free to agree on the place of arbitration.
- (2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.
- (3) Notwithstanding sub-section (1) or sub-section (2), the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property.

4. The above clearly indicates that the arbitration tribunal has the liberty to decide about the procedure, place and manner in which it has to conduct its proceedings.

Prem Sagar
08.12.2020
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी. (जी)/रेलवे बोर्ड
(Phone: 030-44803(Rly) : 011-23383379(MTNL))



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee

New Delhi, dated 31.12.2020

To,
As per list attached.

Sub: Fee and Emoluments to Retired Railway Officer(s) Working as Arbitrators

Ref: Railway Board's letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019, 04.09.2019 and 02.01.2020

1. Railway Board vide letter under reference has issued instructions regarding fee and other emoluments payable to retired railway officers working as arbitrators.
2. A clarification has been sought regarding fee and emoluments payable to arbitrators for following conditions:
 - a. If contractor does not pay his share of fee.
 - b. If arbitration proceedings are terminated or withdrawn by parties.
3. The issue has been examined and in continuation to Railway Board's letters under reference above, following has been decided by Board (MI, MF):
 - i. In case contractor does not pay his share of fee and if dues of contractor are available with Railways, Railways shall pay the arbitration fee share of contractor to Arbitrator/s, if requested by the Arbitrator/s in writing, duly deducting the same from the contractor's dues.
 - ii. In case arbitration proceedings are terminated or withdrawn by the parties before publication of award, the payment @ Rs 4000 per sitting of 2 hrs or more to each Arbitrator shall be made subject to maximum amount payable as per fee structure issued vide letter No. 2009/CE-I/CT/14/Main, dated 01.04.2019.
4. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
31.12.20
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly) : 011-23383379(MTNL)]

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee

New Delhi, dated 31.12.2020

Copy forwarded for information to :

1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi
2. The PFAs, all Indian Railways

J. Singh
For Member Finance

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune – 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



No. 2020/CE-I/CT/ARB/4E/ArbitrationFee

New Delhi, Dated: 03.04.2023

**The General Managers,
All Indian Railways**

Sub: Payment of fee to the members of Arbitral Tribunal in Arbitration proceedings

A case has come to the notice of Railway Board where fee has been paid to the members of Arbitral Tribunal well beyond the ceiling limit stipulated in Schedule-IV of Arbitration and Conciliation Act, 1996.

- 2) The fees of court appointed arbitrators are governed by Schedule-IV of Arbitration and Conciliation Act, 1996. As per Section 11 (3A) of Arbitration & Conciliation Act, 1996, "..... the arbitrators appointed by a party shall be entitled to such fee at the rate as specified in the Fourth Schedule". However, vide order dated 17.12.2022, the Hon'ble Supreme Court in the case of ONGC Vs Afcons Gunanusa JV has made it clear that where the parties have fixed the fee by consent, neither the Schedule-IV to the Act nor the model principles of fixation set out in the said decision would apply.
- 3) In view of the latest judgement of Hon'ble Supreme Court, it is advised that Railways may take conscious decision at the initial stage of Arbitration proceedings itself, whether the fees to be paid to the members of Arbitral Tribunal will be within the ceiling prescribed in Schedule-IV of Arbitration and Conciliation Act, 1996 or otherwise.
- 4) This issues with the concurrence of Finance Directorate of Ministry of Railways.

[Handwritten Signature]
03.04.23
(गौरव)

निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Rly No. 030-47598, MTNL No. 011-23047598]
e-mail address: dceg@rb.railnet.gov.in

No. 2020/CE-I/CT/ARB/4E/ArbitrationFee

New Delhi, Dated: 03.04.2023

Copy forwarded for information to:

- (i) The PFAs, All Indian Railways.
- (ii) Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

[Handwritten Signature]
3/4/23
For Member Finance



भारतसरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



No.2009/CE-I/CT/14/Main

New Delhi, dated 03.06.2024

To,
As per list attached.

Sub: Conciliation & Dispute Adjudication Board (DAB) for GCC and EPC tenders for Railways

Ref: (i) Board's letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022

(ii) Board's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019 & 04.09.2019

1. Railway Board vide clause 63 & 63.2 of GCC-2022 and clause 24.1 & 24.2 of EPC tender document has issued instructions regarding 'Conciliation of Disputes' & 'Dispute Adjudication Board (DAB).
2. For GCC-2022, fee structure for Dispute Adjudication Board (DAB) has already been circulated vide Railway Board letter dated 27.04.2022 under reference (i) above.
3. The terms, conditions & qualifications for appointment of Conciliator & Dispute Adjudication Board (DAB) for tenders called under the provisions of GCC & EPC along with their fee structure have now been approved by Board (MI & MF) and the same are enclosed as Annexure.
4. This issue with the concurrence of Finance Directorate of Ministry of Railways.

अजीत कुमार झा
3.6.24

कार्यपालक निदेशक/सिविल इंजी.(जी)रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2009/CE-I/CT/14/Main

New Delhi, dated 03.06.2024

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

Sanjay
03.06.24
For Member Finance

LIST FOR DISTRIBUTION (No.2009/CE-I/CT/14/Main New Delhi, dated 03.06.2024)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune - 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IREC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PUS), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

31/5 3/11/24
3.6.24

Sanyal
03.06.24

(A) Conciliation of Disputes

(I) Appointment:

- i. For any value of claim in question Sole conciliator shall be appointed as per Clause-63 of GCC or clause 24.1 of agreement of EPC, as the case may be.
- ii. Serving Gazetted Railway Officers (Senior Administrative Grade) as Sole Conciliator shall be appointed to deal all claim case(s) arises in particular contract for which he has been appointed. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.
- iii. Before start of proceedings, Sole conciliator shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."
- iv. In case of transfer within Zone, Conciliator may continue even after his transfer provided condition in Para (ii) above is met.
- v. In case of transfer in other Zone, new conciliator shall be appointed.

(II) Qualification of Conciliator

- i. Serving Gazetted Railway Officers of not below Senior Administrative Grade may continue as conciliator in a case which he is already dealing with, even after his retirement, on same terms & conditions.
- ii. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

The honorarium payable to Conciliator shall be Rs. 1000 per day and Rs. 500/- per half day subject to maximum of Rs. 10,000/- per claim.

31/5/24, 3.6.24

Sanyal
05.06.24

(B) Dispute Adjudication Board (DAB)

(I) Appointment:

As per Clause-63.2 of GCC or clause 24.2 of agreement of EPC, as the case may be.

(II) Qualification of DAB member

- i. Retired Railway Officer who has retired from Senior Administrative Grade or higher post. The officer must have superannuated at least one year before the date of appointment as DAB member.
- ii. Age of 'DAB members' at the time of appointment shall be below 70 years.
- iii. While appointing 'DAB members' due care shall be taken that they are not the those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

- i. Lump sum fee of Rs. 4,000/- per sitting per day of 2 hrs or more is payable to each DAB member subject to maximum of Rs. 24,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & upto 2 years, upper limit will be Rs. 32,000/- and if claims received for period more than 2 years, upper limit will be Rs. 40,000/-.
- ii. In addition to (i) above, DAB fee of Rs. 25,000/- is payable on final award for each DAB member per half yearly claim or per consolidated claims for period exceeding 6 months & upto 2 years or per consolidated claims for more than 2 years.
- iii. Every member in DAB will be entitled to the same fee.
- iv. DAB members shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.19 & 04.09.19 to the extent applicable.

(C) Panel for Conciliator and DAB

- i. Power to form the panel for the appointment of Conciliator and DAB shall lie with GM/AGM.
- ii. An Conciliator/DAB members may be appointed notwithstanding the total number of cases in which he has been appointed in the past. However total number of cases on hand (including Arbitration/DAB/Standing Arbitration Tribunal/Conciliation) should not be more than 10 in number.

31/1/15 3/11/16 3/11/16
3.6.24

Sanyat
01.08.24