

Sub: List of Empaneled Arbitrators & Conciliators in DFCCIL (Updated on 31.05.2019).

List of Arbitrators/Conciliators in DFCCIL

S.no	Name	Date of Empanelment	Empanelment Valid upto
1.	Shri Sudhir Mathur (Retd.IRAS)	12.06.2013/08.11.17	11.06.2021
2.	Smt. Usha Mathur (Retd.IRAS)	12.06.2013/08.11.17	11.06.2021
3.	Shri Deepak Krishan (Retd.IRSE)	12.06.2013/08.11.17	11.06.2021
4.	Shri A.P. Mishra (Retd.IRSE)	12.06.2013/08.11.17	11.06.2021
5.	Shri Chandra Prakash (Retd.IRSE)	12.06.2013/08.11.17	11.06.2021
6.	Shri Subodh Jain (Retd. IRSE)	03.12.2015	02.12.2019
7.	Shri Vipin Jha (Retd. IRSE)	03.12.2015	02.12.2019
8.	Shri Rajendra Kumar Goyal (Retd. IRSE)	03.12.2015	02.12.2019
9.	Shri K. Choudhry (Retd. IRSS)	28.11.2016	27.11.2020
10.	Shri S. S. Khurana (Retd. IRSEE)	28.11.2016	27.11.2020
11.	Shri Jai Shanker Gupta (Retd. IRSE)	28.11.2016	27.11.2020
12.	Shri S. Subramhanyan (Retd. IRAS)	28.11.2016	27.11.2020
13.	Shri Sudhir Kumar (Retd.IRSE)	30.08.2012/25.04.2017	24.04.2021
14.	Shri Suresh Kumar (Retd.IRAS)	30.08.2012/25.04.2017	24.04.2021
15.	Shri R. K. Agrawal (Retd. Pr. CE/NR)	25.04.2017	24.04.2021
16.	Shri Vinai Kumar Agarwal (Retd. MD/RITES)	25.04.2017	24.04.2021
17.	Shri B. D. Garg (Retd. CAO/C/NR)	25.04.2017	24.04.2021
18.	Shri Harsh Kumar (Retd. FA&CAO/C/K Gate/NR)	08.11.2017	07.11.2021
19.	Shri P.V.Vaidialingam (Retd. Advisor/Fin/RB)	08.11.2017	07.11.2021
20.	Ms. Saroj Rajware (Retd. Addl. Member/Accounts/RB)	08.11.2017	07.11.2021
21.	Shri Pardeep Kumar (Retd. Member Staff/RB)	03.07.2018	02.07.2022
22.	Shri A. K. Verma (Retd. GM/SER)	03.07.2018	02.07.2022
23.	Shri Raj Kumar Sarkar (Retd. CE/C/ NR)	03.07.2018	08.01.2022
24.	Shri Rajeev Kishore Bhatnagar (Retd. Advisor/Elect/RB)	03.07.2018	02.07.2022
25.	Shri U.C. D. Shreni (Retd.GM/NER)	03.07.2018	07.10.2020
26.	Shri S. K. Kulshrestha (Retd. PCE/CR)	03.07.2018	02.07.2022
27.	Shri Yatindra Pal Singh (Retd. AGM/NCR)	03.07.2018	02.07.2022
28.	Mrs. Bela Banerjee (Retd. IRAS)	12.04.2019	06.10.2020

Ampanel

S.no	Name	Date of Empanelment	Empanelment Valid upto
29.	Shri B. P. Khare (Retd. IRSE)	12.04.2019	11.04.2023
30.	Shri Naresh Kumar Singhal (Retd. IRSEE)	12.04.2019	19.06.2020
31.	Shri Maya Ram Chaudhary (Retd. IRSE)	12.04.2019	11.04.2023
32.	Shri Arvind Kumar Vohra (Retd. IRSEE)	12.04.2019	11.04.2023
33.	Shri N. K. Gupta (Retd. IRAS)	12.04.2019	11.04.2023
34.	Shri Brij Mohan Kohli (Retd. as DG/MES)	31.05.2019	13.06.2022
35.	Shri S. K. Sharma (Retd. as AGM/SER)	31.05.2019	30.05.2023
36.	Shri Alok Ranjan (Retd. as Addl. Member/CE/RB)	31.05.2019	30.05.2023
37.	Shri Om Prakash Bhatia (Retd. as ADG/Works Spl./CPWD)	31.05.2019	09.07.2020
38.	Shri A. K. Mittal (Retd. as ME/RB)	31.05.2019	30.05.2023
39.	Shri P. K. Gupta (Retd. as Spl. DG/CPWD)	31.05.2019	18.12.2021
40.	Shri Mahesh Mangal (Retd. as GM/CORE/ALD)	31.05.2019	30.05.2023
41.	Shri Shahzad Shah (Retd. as FC/RB)	31.05.2019	30.05.2023
42.	Shri G. C. Agarwal (Retd. as GM/ER)	31.05.2019	30.05.2023
43.	Mrs. Chetna Kumar (Retd. as FA&CAO/C/NR)	31.05.2019	30.05.2023
44.	Shri Arbind Kumar (Retd. as Dir./Project/RITES)	31.05.2019	30.05.2023

Note: 1. While appointing the Arbitrators/Conciliators, an Eligibility Certificate should be taken from the arbitrators as per new Arbitration and Conciliation (Amendment) Act 2015 and Modification to clause 64 of GCC -2014 communicated by Railway Board vide letter no. 2009/CE-I/CT/14/Main dated 17.01.2018 (copy enclosed).

2. While appointing the Arbitrators/Conciliators in DFCCIL, it should be acknowledged that the fee and other charges payable to Arbitrators/Conciliators will be as per the GGM/Civil's letter no. 2014/GGM/(Civil)/44AOC/Pt-II dated 21.08.2018 & 31.08.2018 (copy enclosed) or as modified in future.

(D. K. Singh) 21/05/19

Group General Manager/Civil

No. 2014/GGM(Civil)/44/AOC/Pt-II

Dated: 21.08.2018

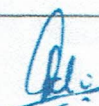
All CPMs/GGMs/GMs
DFCCIL.

Subject: Fee payable to "Arbitrators" in DFCCIL.

Ref: DFCCIL letter No. 2014/GGM (Civil)/44/AOC/Pt.II, dated 20.08.2018

In supersession of letter under reference, the fee for Arbitrators has been revised as under.

S.N.	Particular of Fee and other charges	Revised Fee Structure
1.	Arbitrator Fee	<p>Rs. 20,000/- per sitting (to be equally shared by both the parties) subject to a maximum of Rs. 4.00 lakh per case</p> <p style="text-align: center;">Or</p> <p>Rs. 6.00 lakhs (lump-sum) subject to publishing the award within 6 months.</p> <p style="text-align: center;">Or</p> <p>Rs. 5.00 lakhs (lump-sum) subject to publishing the award after 6 months but before 12 months.</p> <p><u>Note:</u></p> <p>i. The amount of fees already paid for the days of hearing @ Rs.20,000/- would be adjusted in the lump-sum payment.</p> <p>ii. The above fee is for hearing and includes a maximum of 3 internal meetings held at DFCCIL office by the Arbitral Tribunal for finalization of award the presence of the parties involved.</p> <p>iii. Each day of hearing will be counted as one sitting. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</p>
2.	Reading charges/Studying of documents	Rs. 20,000/- per arbitrator per case including counter claim
3.	Secretarial assistance and incidental charges (telephone, fax, postage etc.) for Presiding Arbitrator only	Rs. 20,000/- per case.

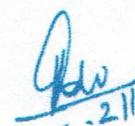


4.	Charges for publishing/declaration of the Award/settlement agreement	Rs. 25,000/- per case.
5.	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	i) Travelling Expenses	Economy Class (by air), First Class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- Per day (in metro cities) (Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad) b) Rs. 7500/- Per day (in other cities) c) Rs. 3000/- Per day if any Arbitrator makes their own arrangements
6.	Local Travel Charges	Rs. 2000/- Per day of sitting/meeting
7.	Providing facilities of hearing rooms, for arbitration hearing & secretarial assistance etc.	Meeting room shall be provided by DFCCIL otherwise Rs. 5000/- per day of sitting.

Note:-

1. The said fee will be made applicable to new cases being referred to Arbitrators in the panel and will not be applicable to running cases, which will not be reopened and arbitration process shall continue with the fee fixed earlier. For any deviation from above, specific approval of MD will be taken through concerned Director.
2. The above fee is not applicable to the officers of DFCCIL on panel.
3. This will take effect from the date of issue.
4. Loading, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms away from place of meeting.
5. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

This has the approval of MD.


21/08/2018

GGM/Civil

Copy to:-

Secretary to MD for information of MD.

Director/PP, Director/Infra, Director/OP&BD & Director/Fin.
ED/EDFC, ED/WDFC

No. 2014/GGM(Civil)/44AOC/Pt.II

Dated: 31.08.2018

All CPMs/GGMs/GMs
DFCCIL

Subject: Fee payable to "Conciliators" in DFCCIL.

Ref: DFCCIL letter no. 2014/GG(Civil)/44/AOC/Pt.II, Dated 20.08.2018

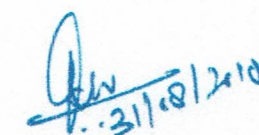
In supersession of letter under reference, the fee structure for Conciliators has been revised as under:-

SN	Particular of Fee and other Charges	Fee Structure
1	2	
1	Conciliator Fee	Rs. 15,000/- per day Or Rs 2.5 lakhs (lump sum) subject to publishing the award within 2 months Or Rs. 1.5 lakhs (lump-sum) subject to publishing the award after 2 months but before 3 months. Note (i) The amount of fees already paid for the days of hearing @ Rs. 15000/- would be adjusted in the lump-sum payment. (ii) If the award is delayed beyond 3 months, the total fee will be capped at Rs. 1 Lakh.
2	Administrative Charges for the Conciliator(s) panel like DAB (Payable without any documentary evidence)	Rs. 70,000/-
3	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below) *Travelling Expenses *Lodging and Boarding	Economy class (by air), First Class AC (by train) and AC Car (By road). (a) Rs. 10,000/- per day (in metro cities) (Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad) (b) Rs. 7,000/- per day (in other cities) (c) Rs. 3000/- per day, if any Conciliator do not stay in the hotel as mentioned in (a) and (b) above.
4	Local Travel (payable without any documentary evidence)	Rs. 1500/- per day
*Note Travelling expenses, lodging and boarding expenses shall be paid to the Conciliator(s) residing 100 kms away from the place of posting.		

Note:-

- i) Administrative charges for the Conciliator(s) panel is for various miscellaneous expenses like
 - a) Reading charges/studying of documents.
 - b) Secretarial Assistance and incidental charges (telephone, Internet, fax, postage etc)
 - c) Publication/declaration of the award/settlement agreement.
 - d) Space for conducting Conciliation (if the Conciliation is conducted in any of the DFCCIL owned premises, then Rs. 2,000 for a day or part thereof will be deducted from the administrative charges as mentioned in Col-2 of the table above.
- ii) The above revisions will be effective from the date of notification.

This has the approval of MD.



31/8/2010

(Ashok Kumar)
GGM/Civil

Copy to:-

1. Secretary to MD for Information of MD
2. Director/PP, Director/Infra, Director/OP&BD, Director/Fin.
3. ED/EDFC, ED/WDFC



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

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

New Delhi, dated 17.01.2018

To,
As per list attached

Sub: Modification to clause 64 of General Conditions of Contract - 2014 for implementation of Arbitration and Conciliation (Amendment) Act 2015.

Ref: Rly. Bd's letter No. 2015/CE-I/CT/ARB/18, dated 16.11.2016.

In continuation to Railway Board's letter under reference, Board (ME & FC) has approved to modify para 64.3(c) of General Condition of Contract (GCC) -2014 Part-II & Annexure II of above referred letter.

2. The modified para 64.3(c)(iii) is as under:-

Clause	Existing	Modified
64.3(c) (iii)	<p>(i) Qualification of Arbitrator (s)</p> <p>(a) Serving Gazetted Railway Officers of not below JA Grade level.</p> <p>(b) Retired Railway Officers not below SA Grade level, three years after his date of retirement.</p> <p>(c) Age of arbitrator at the time of appointment shall be below 70 years.</p> <p>(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.</p> <p>(ii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a) (ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral tribunal</p>	<p>(i) Qualification of Arbitrator (s)</p> <p>(a) Serving Gazetted Railway Officers of not below JA Grade level.</p> <p>(b) Retired Railway Officers not below SA Grade level, three one year after his date of retirement.</p> <p>(c) Age of arbitrator at the time of appointment shall be below 70 years.</p> <p>(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.</p> <p>(ii)(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) (i), 64.(3)(a) (ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral tribunal</p>

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or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.	or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
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3. In supersession to Annexure II to letter under reference, revised Annexure-II is enclosed herewith.

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

5. Please acknowledge receipt.

Enclosures:

(i) Revised Annexure-II regarding Format of Certification by Arbitrators

निदेशक १२/१/१८

(अनिल कुमार)

निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड

[Tele: 030-47598(Rly), 9717647611(CUG)]

Email-padcegrb@gmail.com

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

New Delhi, dated 17.01.2018

Copy forwarded for information to :

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

[Signature]

For Financial Commissioner / Railways

Revised Annexure-II

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name :
2. Contact Details :
3. Prior experience (Including Experience with Arbitrations) :
4. **I do not have more than five ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under ;
7. 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 in terms of The Arbitration and Conciliation Act-1996.
Or
I have 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 in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under ;
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.
Or
There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under ;

अभिषेक शर्मा
अभिषेक

De Singh

LIST FOR DISTRIBUTION

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

Copy to:

(A)

1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi.
2. CAO/CAO(R), Diesel Locomotive Works, Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae Bareilly Project, Kishanganj, Delhi - 110007.

(B)

1. Director General, RDSO, Manak Nagar, Lucknow.
2. Director General, Railway Staff College, Vadodra.
3. Director, IRICEN, Rail Path, Pune - 411 001 (Maharashtra).
4. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow.

(C)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001.
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017.
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
5. MD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020.
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001.
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021.
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd, Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003.
12. RCF, Rae Bareilly, Kishan Ganj, Delhi-110007.
13. CME, IROAF, 12th Floor, Core-1, Scope Minar, Dist. Centre, Laxmi Nagar, Delhi- 110092.
14. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anna Chhat, Patna-800001, Bihar.

Copy to:

ME, M(T.), M(RS), FC, DG(S&T), DG(RS), AMICE, AM(Works), AM(B), AM(Elec), AM(RS), PED(Projects), PED/SDE, PED(Bridges), PED(Vigilance), EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(PL), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU).