

their contents including the quantities and amounts. This is therefore a dispute that is properly referable to arbitration since the invoices contain an arbitration clause. Parties are agreed that the choice of Arbitrator and the rules governing Arbitral Tribunal may be altered by consent and both sides confirm their willingness to refer these disputes to the sole arbitration of Mr Karl Tamboly, learned Advocate of this Court, as previously indicated. This arbitration will be under the provisions of the Arbitration and Conciliation Act 1996 as periodically amended. The learned Arbitrator's statement of disclosure will be filed within one week from today.

2. Mr Tamboly is requested to call a preliminary meeting for the purposes of a setting a schedule and issuing directions at his earliest convenience and if possible before 18th March 2019. The Plaintiffs will be at liberty to file a copy of the present summary suit as their claim before the learned sole Arbitrator if they so wish.

3. The Commercial Summary Suit is disposed of in these terms and the Summons for Judgment will, therefore, not survive.

4. Both sides agree that all arbitration expenses including the fees of the learned Arbitrator, venue costs and other expenses will be borne equally.

5. The Notice of Motion is disposed of accordingly.

(G. S. PATEL, J)