

What is Techno Legal Terms / Advise ?

For a construction project where modalities / intricacies of technical works needs to be executed with legal safeguards . The terms defined at agreement shall be crystal clear / implementable for anyone to understand & agree , acceptable for contractor / developer to execute efficiently .

For successful implementation of terms / project : - An agreement between Developer & society / plot owner requires to be drafted as per primary terms agreed between parties and under the statuette law of land . (In 99% cases) Or It is universal truth that the terms agreed & written always varies to certain (minor / major) extent during implementation. Those changes can be within acceptable limits from both sides subject to perception. The Techno – legal advice / expertise at this level will help provide secondary terms to be applied in cases of minor / major changes on primary terms considering the options & application with both party / side. This expands applicability of terms and allows to understand the expected differences and accordingly built up the knowledge / perception in advance. The inbuilt secondary terms will not allow the contractor / developer to manipulate OR dictate terms after agreement & during implementation. This works as major tool to avoid the disputes between parties at later date and will automatically help achieve 99% success & satisfaction.

Under differences between parties on agreed terms : - **Many instances are available to prove / justify that the intention / perception of any party changes as time goes by or as implementation takes place.** It has been observed that at many occasion general public / society, 50% of affected party (weaker part) accepts the changes as it may be directed / dictated by (stronger part) developer / builder. The Techno – legal advice / expertise at this level will help / support the weaker party , Each time the developer tries to dictate / force upon his terms, the agency / entity can be shown the secondary terms to be applied in cases of minor / major changes on primary terms. Thus a confrontation / larger disputes can be avoided and project will complete successfully 90% .

At Arbitrator / Any level of Court :- If still developer (influential / stronger party) choose to give a fight a different level. Any third party / court of law will go by terms agreed & signed between parties, they will also consider the statute law of land. But will be able to device solution / provide relief sooner than later due to defined & agreed secondary terms. The terms once signed are not open for interpretation for any third party including the judges at any court. (subject to same shall not supersede statute law of land) . Thus legal battle in courts generally running for years can be avoided.

General situation : - After an agreement is drafted & signed between parties - Developer & society / plot owner, many a times it is drafted one sided to suit one party (developer) In 90% cases the perception changes as time passes also terms varies to certain (minor / major) extent during implementation. Due to change of mindset / on site condition / ego issue / malafide intention / cheating, **Many a times the BUILDER / developer simply rebukes the COMMON MAN / society member with statement – GO TO COURT & GET ORDER .** Many instances are available to prove / justify such intention. It is widely known that general public / society 50% (weaker part) opts to remain silent & accepts the changes as it may be directed / dictated by (stronger part) developer / builder. But many (40%) of the citizen do chooses to give a tough fight. Hence with legal action follows another battle with / without efficient paper in hand , matter goes to different level of courts for justice. Depending upon the suitable terms written & agreed on paper added with money & influence and years long legal battle one gets reprieve from court or / arbitrator.

Survey on Indian judicial system says :- Only 5% of registered / filed legal cases involving implementation of contractual obligation has been justified / ordered / fulfilled after court case. RERA has more than 3000 complaints out of this approx. 20% has been sorted out.