

Dispute Resolution in Construction Industry

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Abstract— Construction disputes can arise from many factors like inadequate planning, changes in prizes, unexpected conditions at work site, differing interpretations of contract language and lack of communication among parties involved in the project; these can affect project performance and ultimately lead to litigation. Although construction projects face enormous uncertainties and the contract is unavoidably incomplete in terms of the inability to incorporate provisions to deal with all the possible contingencies. Joint efforts are needed in such situations to solve the problems that may arise. Any unresolved issue arising here, which may become dispute, is one of the most damaging relationships. Many researchers have studied the reasons for construction claims. Earlier some experts identified three root causes of disputes as 1. Behavioral Problems 2. Contractual Problems 3. Technical Problems due to uncertainty and low experience. The case studies of various disputes is intended to cover broad range of construction with regard to type of project, size of project, type of owner and contract administration policies. Both residential and commercial construction is included because problems in this category may be more economically and emotionally charged.

Key words: Dispute, Dispute Resolution, Litigation, Disputes in Construction, Arbitration

I. INTRODUCTION

For a project to be executed the main parameters are three parties viz, the owner, an engineer and the contractor. The agencies who carry out the work of infrastructural development of the nation are mainly the engineers and the contractors. As a result of rapid multidimensional growth of the construction industry, the nature of the problems arising during the execution is becoming more complex and has varied nature. The non-meeting of minds gives rise to disputes between two or more parties mainly between owners and the contractors. Dispute arises when there a difference of opinion between the parties about certainty of a questions dispute implies an ascertain of right by one party and repudiation thereby of another. Due to disputes the work is many times stopped and the progress is hampered giving set back to the development situation leads to a state of non-meeting of minds between persons which may lead to dispute. Some other variables like geographical conditions, geological conditions, topographical conditions, climatic conditions, environmental conditions, strata variable etc. These variables are nature made, the prediction about the nature is very difficult. The uncertainties regarding all parameters of mind, their own level of thinking and different approaches towards their aim hence meeting of minds between two or more persons probably is very less.

The one has ability of sense, which makes them feel and give direction to work. Each human being has there fixes state There are many variables which govern development this industry such as man, material, and machines. Amongst

these variables materials and other resource play an important role.

Thus to cover these uncertainties effective documentation is required but everything cannot be put on paper as and when one prepare new condition in the contract people start finding the loop holes or the new way to raise the claims with the owner and disputes cannot be avoided. Disputes over a contract usually develop in one of the two ways either to preclude a true meeting of minds of the parties or one of them may become sick of his bargain and attempt to renege by seeking loopholes in the contract. Thus disputes cannot be avoided .Only thing which can be done is one can minimize the disputes by taking proper stage to give justice to both the parties.

Presently the major issue before the construction industry is to minimize the disputable situations. This can effectively do by proper contract documentation. For this purpose the conditions of contract are essential to be studied as well as basic understanding of various legal provisions is essential for the engineers and the contractors

In past, trend was that the disputes were solved in the courts but this process was very much time consuming and complex, as our law system is outdated. There are many cases which are pending in the court from last 20 to 40 years. Presently the method of solving the disputes is arbitration as per the Indian Arbitration Act 1940 and thus experienced technocrats, who act as arbitrators, solve the disputes outside the courts But there are some limitations in this system also and it became outdated as many companies & government organization felt that this is not an effective method of dispute solving so they have omitted the clause of arbitration from their contract documents. Hence new thought has to be given to handle disputes and it is required to minimize cost of the project. There is need for effective contract documentation as well as modification in the present arbitration system.

As numbers of uncertainties are involved in these fields disputes cannot be avoided even though one takes all precautions. So it is the need of the time not to suppress the disputes rather they should raise in time and solved quickly by which they will not affect the cost as well as in time completion of the project and also the sense of justice should be there.

This paper include

- 1) Causes of disputes by considering different cases from field
- 2) Dispute resolution Systems
- 3) Role of an arbitrator in dispute solving as per the Indian Arbitration Act 1940
- 4) Conclusion & Guidelines to avoid disputes
- 5) Strategies to avoid dispute
- 6) Guidelines to avoid delay in dispute resolution

II. DISPUTES

Disputes are an output of the non-meeting of minds of two or more parties. A dispute arises when there is difference of opinion between the parties about certainty of a question. As no two minds will think in the same at the same time there is possibility of differences in the opinion or non-meeting of minds. This difference if not settled at right time then it will become dangerous and the progress of the work will be hampered.

Dispute over contract usually develop in one of two ways either the agreement may be so inaccurately made or sharply drawn as to preclude a true meeting of minds of the parties or one of them may become sick of his bargain and attempt to renege by seeking a loopholes in the contract. Even though an engineer takes all the precautions everything cannot be estimated accurately or the natural calamities cannot be stopped and hence changes in actual work are unavoidable. Everything cannot be documented and all contracts are not 100% accurate there may be any type of loophole so both parties should understand the contract correctly before they sign contract document.

III. CAUSES OF DISPUTES

The causes of disputes are broadly classified as external and internal factors as financial, physical or technical commercial and psychological. Some of major causes are

A. *Incorrect Ground Strata*

In case while surveying the ground strata identification is done but while actual execution of work many times strata is different than that was identified. This incorrect ground strata will become cause of dispute as to work in soft strata and to work in hard strata will cost differently

B. *Contract Containing Faulty & Ambiguous Provision*

Many times while preparing contract document such provision are included which are faulty and ambiguous these conditions will create problem afterwards and will many times proved to be dangerous which put one of the party into the loss. Such condition is problems crating and become cause of dispute.

C. *Faulty Administration of Contract*

Once parties enter into contract administration should keep all record of work. If any work is not completed on time then the intimation about the fact should be given to the owner as well as to the contractor. Similarly the administration should look after whether the right material is supplied to the contractor on time or not.

D. *Hindrance due to other Contractors Working on the Site*

If there are more than one contractor working on site then the work should progress according to the plans as any lacking by any one contractor will become a hurdle to the other and thus if any delays or technical problems come then it became a point of non-meeting of minds and ultimately ends into the disputes.

E. *Levy Compensation for Delay*

In the contract on time completion of the project is very much essential .Any delays in the completion of work cause loss to

the owner as well as contractors. If there are many genuine cases then it does not a point of dispute and any one party who is for the delays has to pay penalty or compensation

F. *Claims for Extension of Time and Applicable of Penalty Clause*

Many times contractor ask for extension of time while working any genuine case occur like it is unseasonable rain or any ground water table arises suddenly then in the case extension is given but many times contractor if fail to complete the work on time they show fabricated cases and claims for extension of time as otherwise they will caught under the penalty clause and they have to pay compensation for delay.

G. *Deviations*

If there are any deviations in the work that is any changes in the work they are to be done time to time and accordingly time required and money required for such deviation are to be considered. So many times deviations are the main reason of disputes in the construction industry.

H. *Opening up of Work Already Covered in for the Purpose of Inspection or Test*

Time to time inspection and testing of work is essential for any project. If it is not done timely and intimation is not given on time then after finishing all work one cannot say that the quality is not good etc. so timely testing and inspection may bring to notice. For this inspection and testing purpose contractor has to open up the work which is already completed if is not done then the difference in the opinion may arise which will lead to disputes.

I. *Suspension of Work*

If any work is suspended without reason then it becomes a matter of dispute.

J. *User not handling over building or properties on dates agreed or land acquisition not done on time*

If users will not hand over the properties they are using dates they are agreed then contractors cannot start their work on time. Thus time limit will be extended thus loss to both parties this will be reason of dispute.

K. *Contractor being of Poor Means*

If a contractor is not having sufficient money, manpower or a material to be used then it is that contractor is of poor means. Sources are less with the contractor and this will lead to the disputes.

L. *Unreasonable Attitude Adopted by the Contractor*

Many times contractor adopt unreasonable attitude, which become a part of dispute If it is real fact and still owner or contractor adopt unreasonable attitude will lead to dispute.

M. *Overpayments*

If owner makes overpayment to the contractor then sometimes it becomes a matter of quarrel. Till the contractor gets the payment he works according to the schedule with all precaution but if he gets overpayments he may not maintain schedule as there is lake of incentive for the timely completion.

N. Delays in Payment of Bills

As one can say that overpayment should be done likewise delays in payment of bills is also not a good sign. Because of delays in payment of bill dispute arises.

O. True Interpretation of the Contract Documents

When contract document are prepared or two parties enter into the contract they have to understand all terms and condition of the contract. The interpretation should be true that means the meaning of any clauses included should be taken in the same way by both parties and no personal interpretation should be allowed.

P. Refund of Retention Money

Retention money if not refunded at given time then the contractor can ask for interest over the retention money or at least the retention money so on time payment should be done.

Q. Change in Mode of Payment

When mode of payment changes according to both parties then it will not create much problem but when there is no meeting of minds between both parties then it will lead to dispute.

These all causes of dispute will lead to breach of contract

IV. BREACH OF CONTRACT

A breach of contract is a failure to perform an obligation arising out of the contract where there is failure to perform an obligation, in whole, it is total breach. When an agreement is broken only in part it is partial breach. If a party announces before his performance is due his definite unwillingness or inability to fulfill the contract he thereby admits he is guilty of breach. The breach in such a case is called anticipatory breach. Occasionally a party may deliberately incapacitate him or render impossible the performance of his contract duties or may so interfere to render performance by the party impossible such tactics also constitute a breach of contract.

A. Breaches by the Owner

If owner or the employer fails to perform his liability towards the contractor that breach of contract is called as breach by the owner. In this, the contractor can throw up the contract and bring an action for damages for breach by the owner. Following are the some of the situations when contractor can ask for damages or breach takes place with the default of the owner.

1) Failure to Hand over Possession of the Site to the Contractor

It is considered that when one signs the contract, owner has to hand over the site as soon as possible, because in the contract the time limit is given and contractor has to complete his work within that stipulated time.

2) Delay in Supply of Working Drawings, Details, Designs and Decisions

It is the duty of the owner to supply the working drawings as soon as the contract is signed. At the time of signing the agreement the tender drawings alone are available. If there is no major change is expected, the contractor should ask and the engineer should clarify if the contractor can commence the work on the basis of tender drawings.

3) Failure or Delay in Making Payments of Bills, Extra Items, Excess Quantities, Including Settlement of Final Bill

When the owner agrees to pay interim payments he has to pay on time. When he fails to do so, it will lead to a breach of the contract.

4) Failure or Delay in Nominating Specialist Sub-Contractors and Suppliers

If the owner fails to nominate specialist sub-contractors and suppliers the work will be delayed and owner becomes defaulter and contractor may ask for the damages.

5) Delay caused by other agencies employed at the site of the work by the owner in addition to the contractor

If this happens then contractor is not responsible for this delay and loss caused by other agencies can be charged to the owner.

B. Breaches by the Contractor

When the contract provides that the contractor shall observe particular stipulations of the contract such as prescribed rate of progress, completion to time etc. under penalty of forfeiture of the contract, owner can exercise the power of forfeiture

1) Abandonment or total failure to complete

If the contractor fails to complete the total work it will lead to breach of the contract.

2) Delay in Completion

If due to any reason caused by the contractor makes delay in completion of the project then that may becomes a cause of breach of the contract.

3) Defective Design, Materials and/or Workmanship

If the contractor uses defective design, materials and/or workmanship, the owner may claim for damages or the compensation for the default until he will get the desired level of quality and thus contractor goes into breach of the contract.

4) Typical Breaches of Less Common Kinds are

- a) Failure to submit planned programme
- b) Unauthorized sub-contacting
- c) Failure to insure as required
- d) Failure to employ qualified engineers
- e) Failure to maintain and submit labour reports
- f) Payment of unauthorized wages
- g) Failure to take safety precautions
- h) Causing damage to property or work of other agencies
- i) Misappropriation or extra consumption of schedule-A materials like cement, steel, etc.

V. SYSTEMS TO SOLVE DISPUTES

A. Alternative Dispute Resolution

Undoubtedly, Alternative Dispute Resolution (ADR) is a modern concept which has been developed to settle dispute amicably and speedily specially relating to commercial transaction/contract.

B. Methods of Alternative Dispute Resolution

It is to be noted that ADR has several methods however the principle of natural justice is required to be followed while adopting any method under ADR. A negotiator or mediator may follow more than one method depending upon nature of dispute and strategies. Although, the methods of ADR are as under,

- 1) Arbitration
- 2) Negotiation
- 3) Mediation
- 4) Conciliation
- 5) Mini trial
- 6) Expert Appraisal
- 7) Hybrid arbitration

1) Arbitration

After 1940 the cases or disputes were preferred to arbitrators through arbitration procedure. Many cases which were pending in the courts were referred to arbitration and solved. Arbitration is the process of settling disputes between two or more parties whereby they appoint one or more persons to adjudicate upon the said disputes or differences that have arisen or they may arise and agree to abide by the decision of the said one or more persons nominated for the purpose of adjudication.

2) Negotiation

In common parlance the expression "Negotiation" means transacting of business rather dispute management by participation of disputants or by their representatives, while preserving relationship.

"Negotiation is a communication process used to put deals together or resolve conflicts. It is a voluntary, non-binding process in which the parties control the outcome as well as procedures by which every will make an" negotiation process, it allows for a wide range of possible solutions maximizing the possibility of joint gains"

3) Mediation

The term "mediation" denotes the act of a third party relating to the settling of a dispute between two contending parties. Whereas arbitration is governed by the arbitration agreement wherein an arbitrator is nominated by the parties. The procedure of arbitration is based on the ordinary rule i.e., relevant Arbitration Law and the procedure laid down in the arbitration agreement Applicability of any such rule is minimal in case of mediation.

4) Conciliation

It is a process recognized under the law which is to be achieved by a conciliator. It is a non-binding process in which an impartial person settles the dispute amicably and makes recommendations pertaining to dispute. Such person is called 'conciliator'

5) Mini Trial

It is a method when conflicting parties approach the senior executives to adjudicate the dispute. It is also a non-binding process in which disputants make presentation of their case in a summarized manner to evolve the opportunity to negotiate the disputed matter with the help of a neutral advisor. This process is also called "case presentation"

6) Expert's Appraisal

It is a non-binding process in which an expert makes investigation and submits his opinion to the parties. Under this method an expert of relevant filed is appointed to investigate and furnish non-binding opinion.

7) Hybrid Arbitration

This method is an appropriate combination of conciliation and mediation. It is to be made clear that goal and nature of dispute decides the type of process to be followed. It means that the disputing parties have first to admit their requirements and thereafter choose the appropriate

Alternative Dispute Resolution method. In this process arbitration is combined with another kind of ADR involving mediation and conciliation.

VI. ANALYSIS OF QUESTIONNAIRE

After going through various research papers and discussions with civil engineers, Advocates and owners, three questionnaires are prepared to understand basic reasons of disputes and to find out factors which can help in resolving them. Questionnaire for civil engineers is with options and an open ended questionnaire for advocates and owners. Following are some of the questions.

1) Q.What is the primary reason for the high number of disputes in Building construction Industry?

Small thing may lead to big arguments. If we find out primary reasons for disputes then we can find out resolution techniques easily.

2) Q.What type of owner is best regarding resolving dispute this question is designed for engineer to know who according to him amongst private owner or government is co-operative for resolving disputes.

3) Q.At what stage in project construction client consult arbitrator?

This question is designed to know when a particular person approaches the arbitrator that is before signing an agreement or in between when dispute starts or when the conditions become worst.

4) Q.What do you see as biggest disadvantages when consulting with advocates & legal system?

Legal matters are always lengthy and time consuming, costly etc which affects both the parties adversely

5) Q.How important is the knowledge of law/acts for the persons in Building Construction Industry?

Constructing a building is a contract in which two parties are involved. In case a dispute arises between them then they will approach court. For court to give a particular decision, a documents should be legal and all conditions should be according to law else decision making will be difficult.

6) Q.What method of formal dispute resolution do you prefer?

This question is to analyze the priority given to traditional and modern methods which resolves disputes.

7) Q.Which laws/legal acts mostly used for dispute resolution?

This is open ended question for advocate for acquiring knowledge about various laws necessary for study of this project.

8) Q.What are the provisions in contract documents may become cause of dispute between Owner & Contractor?

Mostly dispute arises because of contract document. If contract document is free from ambiguities and in simple understandable language and according to law then there will be less chances of disputes.

9) Q.What type of disputes you have been through in Building Construction against Builder or Contractor?

This is open ended question for owner to understand common causes for disputes in building construction. Owner should feel free to answer this question.

10) Q.Do you think your disputes has been settled satisfactorily and within the specified time period?

This question will give idea of present scenario of dispute and its resolution status from owner point of view

VII. CONCLUSION & GUIDELINES TO AVOID DISPUTE

A. *The 'Early Warning' Meeting*

The procedure of the 'early warning' required for early resolution of dispute. It must be preferable to the exchange of written notice and response in the traditional contracts.

This procedure includes

1) *Step 1*

Requires the contractor and the owner to give the other an early warning as soon as they become aware of any matter which could result in an increase in price, delay completion, or impair the performance of the works in use.

2) *Step 2*

States that either the contractor or engineer and the owner may instruct the other to attend an early warning meeting. In any well-organized project, under any conditions of contract, when a problem arises the contractor will invite the employer's representative to a meeting to discuss the problem.

3) *Step 3*

States the people who attend the early warning meeting will cooperate in making and considering proposals on how to avoid or reduce the effect of the matter which has been notified.

4) *Step 4*

Requires the engineers to keep a record of the proposals considered and decisions taken and to give a copy to the contractor. This normal practice for any meeting between contractor and employer's representative.

5) *Step 5*

States that the engineer will decide whether the contractor gave an early warning of an event which an experienced contractor could have given. The engineer will give notice to the contractor if he decides that the contractor failed to give an early warning, when he should have been able to anticipate the problem.

6) *Step 6*

This step ensures that if the contractor fails to give an early warning and, as a consequence the engineer is not enabled to take some action in mitigation, then the contractor will suffer the consequences.

B. *Claims Review Meetings*

The early warning meeting will ensure that the people concerned, whether contractor and employer's representative or main contractor and subcontractor, will be aware of the potential problem and have the opportunity to take any action which would avoid or reduce its consequences. They will also be able to consider, and perhaps agree, on the best actions to be taken.

C. *The Settlement Meeting*

When representatives of the main contractor and employer, or subcontractor and main contractor, sit down to try and settle a claim, they will be starting from very difference positions.

The contractor will probably have submitted a very low tender in order to be awarded the contractor. The

consultant will be under pressure from his client to work within a strict budget. Both sides will be trying to recover losses from other parts of the project. This will inevitably lead to arguments which are not related to the merits of this particular claim.

VIII. STRATEGIES TO AVOID DISPUTES

A. *Develop a list of potential contractors*

Ask friends, neighbors, relatives and co-workers for names of contractors they used. Find out if their experiences were good or bad. As if they would use this contractor again.

B. *Ask for References*

Check with previous customers. Were they satisfied with the work? Was the work finished within a reasonable time frame? Did the contractor return phone calls? If the person had problems with the contractor, as how the contractor responded to complaints. Look at examples of the contractor's work

C. *Get More Than one written bid for Bigger Jobs*

This can help you understand what your project will entail. Make sure you understand any wide variations in bids.

D. *Don't Automatically Accept the Lowest Bid*

The old saying "you get what you pay for" applies here. A higher bid may be worth the price in better materials, workmanship and reliability.

E. *Plan your Project Carefully*

Consider your budget. Find pictures of styles and products you like. Write down brand names and models. Show them to your contractor. "High quality faucets" or "ivory paint" may mean something different to you and your contractor.

F. *Think carefully before becoming an Owner-Builder*

If the work requires more than two especially contractors, you may consider hiring a licensed general contractor. (Remodeling a kitchen, for example, usually requires a plumber, electrician, floor layer, and carpenter)

G. *Use a Written Contract*

Don't sign the contract until you understand everything. Make sure your contract does not include provision that says you cannot file a complaint. Get all warranties in writing as part of your contract.

H. *Make Changes in Writing*

People change their minds during a project. If changes are made at the right time, the cost and length of the job may not be affected. Delay, however, can mean costly changes. For new homes and remodeling projects, allow at least a 10 percent increase for changes from the contractor.

I. *Communicate*

Talk to your contractor during the project many disputes happen when people fail to communicate at every step of the project.

J. *Obtain Building Permits*

Construction of new homes and most remodeling projects require building permits from the local building permits from

the local building department. Usually contractors obtain the permits because they know which permits are required.

K. Pay Wisely

Legitimate contractors often require a down payment—a third to a fourth of the total cost of the contract is common. Find a balance where the contractor has enough money to buy materials and begin work, and you have enough at the finish date to ensure satisfactory completion.

L. Construction Liens

Homeowners are ultimately responsible for payments to subcontractors and suppliers even if they have paid the general contractor in full. Do not allow construction to start until your contractor gives you a copy of Information Notice to Owner about Construction Liens.

M. Keep Good Written Records

Keep a log of conversations and copies of all documents correspondence, canceled checks, change orders, etc. If problems develop later or yourself your home, the project is documented.

IX. GUIDELINES TO AVOID DELAY IN DISPUTE RESOLUTION

A. During Design and Bidding Phases

- 1) Read and understand the contract documents. Be aware of special contract clauses used to limit liability such as no damage for delay, notice of delay, indemnity and hold harmless, disclaimers, exculpatory, and waiver of all claims. Consult your advocate for advice as may be necessary.
- 2) Become thoroughly familiar with the project delivery system being used, the roles and responsibilities of all parties involved, the proposed schedule requirements, and the scope and timing of the work being contracted.
- 3) Determine who should have the overall responsibility for schedule and coordination, schedule enforcement, payments, changes, approvals, etc; and make sure that the contract accurately reflects your desires.
- 4) Carefully prepare scheduling specifications that communicate what you want and what you expect of the contractor. If any ambiguities exist, issue a clarification in writing.
- 5) Require prime contractors to involve their subcontractors in schedule development and implementation.
- 6) Preserve a set of the original plans as bid. If different, retain a “clean” set of plans and specifications which are made part of the construction contract documents.
- 7) Train staff to recognize the salient features of constructive changes. Establish procedures for identification, notices, documentation and timely resolution.

B. During construction Phase

- 1) Establish and require contractors to furnish a reasonable breakdown of their bids to determine what is excluded. Lay the foundation for establishing a schedule of values, timely payments and the necessary elements for a good budget and cost control system.
- 2) Timely review and approve contractor prepared schedules. Document in writing, the schedule approval

process, and make sure that the approved schedule reflects the understanding of both parties on how the contractor intends to perform the contractor work.

- 3) If an owner disapproves a contractor’s schedule, he should do so without delay and in writing, outlining his objections and the requirements for resubmission by the contractor.
- 4) Joint schedule updating at least monthly is strongly encouraged. The schedule specification should include clear procedure for periodic updating process. Each update should reflect as-built conditions just as a set of plans and specifications are supposed to be kept up to date to reflect as-built conditions in the field.
- 5) Periodically evaluate your record keeping system and ensure that all elements of contract administration and actual performance are being preserved. The need for good, accurate records cannot be overemphasized. Such records are the principle source of evidence for verifying that the parties have conformed with the contract documents; and for timely negotiations of variation orders, resolution of disputes, and proving or defending against time delays and damage claims.
- 6) Require your field supervision to maintain a personal diary and to prepare or have prepared daily reports. Reports should accurately document actual performance, problems encountered, written and/or oral directives received, field conditions encountered, visitors, etc. Facts only—avoid editorial comments and self criticism.
- 7) Require your field staff to record at least one or two weather observations each day covering the amount of rain or snow, temperature extremes, any significant wind conditions, and the effect weather conditions had on job progress and cost.
- 8) Labour and equipment records should be kept daily showing labour by craft, type and number, the construction equipment being used at the site, hours operated, hours idle, work performed, and any repairs waiting to be made.
- 9) Keep a transaction register for all shop drawings and material samples showing scheduled dates for submission, actual duration of approval and the dates of any resubmissions or rejections involved.
- 10) Establish procedures for control of requests for information (RFI)
- 11) When a specific delay occurs, initiate accounting procedures which require the identification, isolation and recording of delay generated costs involved. Particular attention should be given to documenting standby or idle labour and equipment. In addition, document what instructions were given or actions taken or not taken, to mitigate the situation.
- 12) Prepare time impact analyses for all change orders suspected of involving delay and/or impact. Each impact analysis should describe the delay and present the facts relating to it, determine liability, the net time impact and the relationship of the delay to any other delays, particularly those that are concurrent or off-setting. Keep a master ledger of time impacts reflecting the chronological influence of delays encountered to date.
- 13) Keep a log of all change orders from initiation to final settlement. Require contractors to support and justify

time extension requests in their change order cost proposals. Correlate all impacts with the base schedule and adjustments thereof. Make sure that the issue of time is addressed in all change orders.

- 14) Before a directive to accelerate a contractor is issued, steps should be taken to confirm that all requests for time extensions and possible excusable delay have been considered and the contractor is behind a properly adjusted schedule at the time he is directed to accelerate.

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