

(2008) 11 NCDRC CK 0001

In the National Consumer Disputes Redressal Commission

Mayur Co-operative Group Housing Society Ltd

APPELLANT

Vs

Osan and Associates Through its Proprietor Avtar Singh
Osan , Avtar Singh Osan Proprietor and Senior Architect,
Osan and Associates

RESPONDENT

Date of Decision : 14-11-2008

Acts Referred:

Citation : 2008 0 NCDRC 39 : 2008 4 CPJ 255

Hon'ble Judges : R.C.Jain , Anupam Dasgupta J.

Advocate : Maibam N.Singh , Joy Basu , D.K.Singhal

Judgement

1. THE appellant (hereafter, the society) was the complainant before the Union Territory Consumer Disputes Redressal Commission, Chandigarh (hereafter, the UT Commission). THE society filed a consumer complaint dated 05.09.2002 before the UT Commission alleging various types of deficiency on the part of the respondents in their performance of the agreement for architectural services, structural consultancy, etc., in respect of construction of twenty flats for the members of the society on plot no. 39, sector 20 in Panchkula, the plot having been allotted to the society by the Haryana Urban Development Authority (HUDA). It is the order dated 07.03.2003 of the UT Commission, dismissing this complaint, that has been challenged in this appeal.

2. WE have carefully considered the grounds set out in the memorandum of appeal, the written version of the respondents, their respective evidence - affidavits and other documents produced by the parties before the UT Commission and also heard their learned counsel. The pleadings and contentions of the parties before the UT Commission and the contents of their evidence-affidavits as well as other documents filed by them have been discussed in great detail by the UT Commission. Still, some of these need to be recapitulated. The main allegations in the complaint as well as the evidence-affidavit filed by the society in support thereof can be summarised as under: (i) The respondents were deficient in rendering service in accordance with the agreement in this

behalf, particularly in respect of structural consultancy (detailed drawings not being upto the mark, estimated quantity of material in the detailed notice inviting tender DNIT not tallying correctly and the estimated cost not being commensurate with the actual expenditure incurred and provision of four lintel slabs in the drawings as against five required for the proposed four-storeyed building on stilts for parking), supervision (failure to ensure twice-a-week and as-and-when necessary visits by qualified and experienced structural engineer, leading to glaring structural defects and huge loss as evidenced by some photographs enclosed with the complaint), quality control (failure to observe quality control, as evident from some of the photographs showing the flooring of the stilt parking and outside road of the complex giving way at many places because of improper laying due to lack of supervision and lack of quality control, etc.) cost estimation (casual approach, clear from the tender document which gave estimation of four lintel slabs as against five required, as also lack of supervision, resulting in final cost of Rs. 1.53 crore as against Rs. 1.19 crore initially estimated by the respondents), delay in completion of the project (period of delay unstated in the complaint) and estate services like sewerage, roads (within the premises of the society), storm water (drainage), horticulture, lighting, other electrical installations, etc. (failure to provide any services regarding storm water and horticulture works arranged by the society, failure to provide supervision of storm water drainage works as a result of which lot of trouble caused to the members of the society, improper design and wrong drawings of the sewerage system and non-supervision of execution sewer level kept much below the required level leading to the sewerage system not working properly and occasional back-fire of the sewage, failure to provide proper layout of the electrical installations, proper ventilators in the drawings, proper electrical as well as sanitary and supply services).

(ii) The estimated cost of repairs and removal of defects caused on account of the deficiency of the respondents, as assessed by another engineer-cum-licensed surveyor, was Rs. 5,66,266/-.

(iii) The society suffered loss of interest due to delay in obtaining the completion/occupancy certificate from HUDA and had to also pay a penalty (compounding fee) to HUDA.

(iv) In addition, the members of the society suffered mental and physical harassment. 3.1. Similar grounds have been cited by the society in its appeal memorandum. The main additional point is that while the UT Commission has devoted most of the impugned order to recording the rival contentions of the parties, it has not dealt adequately with any of these grounds raised in the complaint and disposed them of by merely observing that the complainant had failed to establish by specific and cogent evidence the lapse on the part of the OPs in making supervision of the construction under the agreement.

In this appeal, the respondents have also relied upon their written version and evidence-affidavit filed before the UT Commission. In these documents they had

raised several preliminary objections, including the complaint being filed after the period of limitation, non-joinder of necessary parties like the main contractor, M/s Chattar Singh & Company, who executed the works of the society's building in question and the society not seeking recourse to the clause relating to arbitration provided for in the agreement between the society and the respondents. 4.1. On the merits of the complaint, the respondents contended, inter alia, as under: (i) in accordance with the agreement with the society, the respondents were responsible for architectural services for and supervision of construction of structure of the building through twice-a-week and as-and-when-necessary visits by a structural engineer but not day-to-day supervision of the construction and that they performed the said task; (ii) the complainant did not meet its part of the agreement in respect of releasing the full payment of the professional fees due to the respondents @ 1% of the total cost of the construction (i.e., Rs. 1.53 lakh) though it made full payment of Rs. 1.53 crore for construction of the flats to the construction contractor, after verification of the work done by the said contractor and also fully released the cash retention amount after expiry of the defect liability period, which would show that the society did not find the construction quality unsatisfactory; (iii) the said contractor M/s Chattar Singh and Co. was responsible for the construction and hence the alleged structural defects in the construction of the flats, internal roads, etc., as sought to be demonstrated by the photographs produced before the UT Commission, could have been due to deficiency on the part of the construction contractor or normal wear and tear after the construction was completed; (iv) the respondents complied fully with the construction specifications prescribed by the Public Works Department (PWD) of Haryana and the building bye-laws of the Haryana Urban Development Authority (HUDA) as a result of which the HUDA officials gave the necessary stage-wise approval of construction of the building after inspection; (v) the variation between the estimated and actual costs of construction could not be held against the respondents because the former are always based on standard assumptions while during construction changes occur because of variations in the quantity and quality of the material actually used and the prevailing market prices for which the respondents were not responsible; (vi) the delay in completion of the construction (19 months as against the tendered period of 12) was on account of disputes between the society and the construction contractor relating to release of payments claimed by the latter, as evidenced by the letters written by the latter to the society (copies of two such letters produced); (vii) the construction was completed on 18.12.1999 and the completion/occupation certificate was issued on 30.03.2000 and thus the delay, if any, in obtaining the completion/occupation certificate from the HUDA was minor and could not be held against the respondents because the agreement did not require the respondents to obtain the said certificate for the society and, in any case, the respondents did furnish to the society all documents necessary for the DPC, which was issued within three months approximately of the construction being actually completed; (viii) as the completion certificate was issued after inspection of the completed construction by the HUDA officials

concerned, the society could not claim that there was any variation between the approved site plans, architectural drawings, etc., and the actual construction; (ix) the report and cost estimates of repairs to the building, etc., obtained by the society from a licensed surveyor and loss assessor (and produced before the UT Commission) could not be accepted because the latter was technically not qualified to opine on the nature of defects and corresponding rectifications as he was not authorised under his licence to do so and, in any case, the claim for damages on that account was hypothetical because the society had not produced proof of having incurred any expenditure on that score and further, even in his report, the surveyor had attributed the defects to the construction contractor; (x) the societys claim for damages on account of loss of interest lacked proof as did its claim for damages on account of additional fees alleged to have been paid to the HUDA for compounding of deviations in construction vis a vis the sanctioned plan ; (xi) the lintel slabs were provided for in the detailed drawings and cost estimates based thereon; and (xii) the ventilators as well as sewerage inverts were designed and provided in accordance with the specifications and site conditions.

4.2. By separate applications submitted to the UT Commission, the respondents claimed that the cracks in the building and internal roads sought to be demonstrated by the society through photographs produced before the UT Commission could have been on account of a variety of factors and requested examination of the alleged defects in the construction by a panel of independent experts for which they also submitted a list of names. The papers filed along with the appeal memorandum by the society include these applications but no copy of rejoinder, if any, of the society to these documents filed by the respondents in other words, they seem to have gone unrebutted. There is also no paper filed by the society with its appeal memo to show whether the UT Commission passed any order on this application of the respondents for expert examination/evidence.

3. IN the impugned order, the UT Commission has rightly overruled the preliminary objections and proceeded to adjudicate the complaint on the basis of the agreement between the society and the respondents, as the agreement specified the respective rights and obligations of each party. A copy of this agreement was filed by the society before the UT Commission, as it has been before this Commission along with the appeal memorandum. 5.1. This document shows the following: (i) IN the agreement, the society is termed as the Execution Agency, and the respondents as the Executing Agency and also an architect. It has 13 principal clauses (I to XIII), covering Architectural Services, Structural Consultancy, Specification, Quality Control, Cost of Project, Time Period/ Completion Period, Rate, Estate Services, Electrical Services, Sanitary and Water Supply Services, PERT / Bar Chart, Penalty (applicable to architect only) and Arbitration. (ii) Under architectural services and structural consultancy, specific sub-clauses dealing with scope of work and supervision required to be provided by the respondents have been detailed while in the clauses for the remaining services, the scope of work has been described in the body of the respective

clauses. (iii) The scope of work under architectural services provides for specified types of detailed working drawings and detailed drawings of public health (i.e., sanitary) services, electrical services, central cooling, joinery, elevations, lift installation and detailed design and layout of fire fighting system, on the one hand, and preparation of detailed estimates, specifications and tender documents and assistance in evaluating tenders bids and giving recommendation, on the other. Structural consultancy includes detailed calculation as well as providing structural drawings. The supervision services under both these heads provide for twice -a - week (and also as and when necessary) site visits by architect/qualified civil engineer or his representative and experienced and qualified structural engineer respectively. (iv) The Haryana PWD specifications are to be followed. Quality control tests (sand, cement, steel, aggregates and cube) are to be carried out by the construction agency at its cost while the records and test reports are to be checked by the architect. (v) The rates to be adopted for estimation of costs are specified to be as per the Haryana PWD schedule and prevailing market rates and cost of the project would be intimated after preparation of detailed working drawings alongwith the specification as approved by the concerned department/architect. (emphasis supplied). (vi) The descriptions of the scope of work under IX. Electrical Services and X. Sanitary and Water Supply Services make it amply clear that they pertain almost entirely to the electrical and sanitary/water supply facilities in (or directly relating to) the building. On the other hand, the scope of work under VIII. Estate Services is recorded as, The estate services like sewerage, roads, storm water, drainage system, horticulture, campus lighting, etc. will be provided in the schedule time, i.e., 12 months period to complete the project. (vii) Finally, clause XIII provides for arbitration and reads, IN case of any dispute the matter shall be first referred to the sole arbitrator, i.e., the President of the society and his decision shall be final and binding on both the parties.

Comparison of the copy of the agreement with the relevant parts of the Proposal - cum - Offer document apparently sent/submitted by the respondents to the society (copies of both filed by the society before the UT Commission) would show that some important changes vis a vis the terms of the said Offer document were incorporated in the agreement, particularly in respect of the scope of work of architectural services and structural consultancy as well as the payment schedule therefor. Though not present in the Offer document, the scope of architectural services in the agreement included preparation of detailed estimates and of specifications and tender documents and giving assistance in evaluating the tender bids and recommendations (obviously regarding final selection of the contractor). In the payment schedule for architectural services, proportionate payment of 40% of the fees was linked to casting of each slab. The last - stage payment term was also modified to: Balance 25% will be paid at the time of completion of the project and receipt of completion certificate from HUDA. (emphasis supplied). In the case of structural consultancy, the extra lumpsum payment suggested in the Offer document was not included in the

agreement. The period of completion of the project was specified at 12 months as against 15 months suggested in the Offer document. A new clause relating to sole arbitration of all disputes by the President of the society was introduced. However, the clause relating to the estate services remained as it was in the Offer document of the respondents. 6.1. The society has also filed before us a copy of the final tender document submitted by the selected contractor, M/s Chattar Singh & Co. that was produced before the UT Commission. This tender document was a pre-typed DNIT (incorporating, inter alia, general and special terms and conditions, bills of quantities BoQs, etc.). This was obviously prepared by the respondents and only the item rate column was filled in by the selected contractor (along with other bidders, if any). The document shows that the respondents were authorised/required to (i) issue the tender forms to the bidding contractors, (ii) check the layouts done by the contractor (with the help of the contractors employees), (iii) carry out verification and checking of all bills of the contractor, (iii) to advise whether the reasons advanced by the contractor for extension of the period of contract for reasons beyond the contractors control, (iv) increase/decrease the quantity of material in the schedules attached to the tender document as per working architectural/structural drawings or as per instruction of the architect or his engineer in-charge, (v) approve the quantity of all material to be used by the contractor (which had to be as per ISI mark or equivalent as specified by the society and (vi) approve all CP fittings , chinaware and other sanitary fittings as well as all electrical materials (of which there is a long summary at the end of Schedules II and IV attached to the DNIT). It is also noticed that the copy of this document filed before us has no schedule detailing the BoQ for either the works of sewerage, storm water drainage, etc., or of horticultural works, together broadly categorised in the agreement between the parties as Estate Services.

4. THE foregoing discussion leads us to the following conclusions: (i) THE cost estimates for the entire project and the tender documents (DNIT), including BoQ Schedules, various detailed drawings, etc., were prepared by the respondents under the agreement. It is also clear from Schedule I, i.e., the BoQs for civil construction of the main building that the respondents recorded the quantity of RCC work for the lintel slab of the floor above the stilts as Nil (vide item at sr. no. 7(a) of the BoQ). This is clearly a deficiency, which affected the cost of the works and yet was never satisfactorily explained by the respondents in their written version though the society highlighted this point in its complaint.

(ii) Further, though clause V. Cost of Project in the agreement required that the cost will be intimated after preparation of detailed working drawings alongwith the specification as approved by the department/architect, there is no evidence that the final cost was intimated by the respondents to the society after acceptance of the tender of M/s Chattar Singh & Co. Had this been done, the cost implication of the missing lintel slab of the floor above the stilts would have come to light immediately. This coupled with the omission in the BoQ of the DNIT would clearly show another deficiency in fulfilling the requirements of the

agreement.

(iii) Moreover, the estimated cost put to tender was Rs. 1.20 crore, as is evident from the DNIT (Memorandum). THE Scope of Work defined in the DNIT specifically provided, No claim on account of variations due to additions and alterations in the construction drawings necessitated to meet the requirements of the society shall be entertained. If that were so, the question arises as to how the cost of the construction went up from Rs. 1.20 crore to Rs. 1.53 crore (i.e., by over 19%).

(iv) THE blank tender forms were issued/sold from the office of the respondents and they advised the society on selection of M/s Chattar Singh & Co., as the contractor finally entrusted with the contract for construction. THE tender form (DNIT, etc.) placed additional duties and responsibilities on the respondents, as discussed in the preceding paragraph 6. Till this stage, i.e., award of the contract for construction, the respondents were undisputedly the only qualified technical agency advising and assisting the society. What is, however, unclear is how and under what circumstances the society thought it necessary to appoint some other person(s) to provide day-to-day supervision over the entire construction, limiting the role of the respondents strictly to the periodic visits, as strenuously averred by the respondents. THE society is a cooperative society of individuals, not a professional builder/developer of real estate. Clearly, the flats were being built for the use of individual members and the natural tendency of the societys management in such a situation would be to ensure good-quality, hassle-free construction. At no stage in the proceedings before the UT Commission did the respondents disclose the name(s) of the person(s) in charge of supervising the construction on a day-to-day basis, despite their averment that there was such a person (or, persons). Even if one were to accept this assertion of the respondents that some other person was indeed appointed by the society to supervise the day-to-day construction and ensure that all went well, the fact remains that the respondents were still responsible to check the quality and quantity of all material brought on site by the contractor and examine, verify and certify each running bill of the contractor before payment. It does not stand to reason that such an experienced company of architects as the respondents, if they were true to these obligations under the agreement and the DNIT, would not at once recognise the pitfalls in carrying out their supervisory duties faithfully and professionally if another unconnected person were to supervise the day-to-day construction and its quality.

(v) THE respondents produced before the UT Commission two letters written by the contractor M/s Chattar Singh & Co. to the society. THE first letter dated 18.06.1998 is regarding delay in release of interim payments. THE second dated 06.11.1999 is a final notice issued by the said contractor raising a host of issues, the main thrust of which appears to be the engagement of some person by the society to measure and verify the works carried out by the contractor and consequent difference relating to the value of the works carried out and payment

therefor. THE aim of the respondents appears to be to demonstrate how the society itself was responsible, and not the respondents, for the delay in completion of the project. THE second letter, however, also shows that it was only towards the end of the construction, i.e., in October - November 1999 (according to the respondents, the construction was completed in December 1999 and the completion/occupation certificate was Issued by the HUDA on 30.03.2000) that there was explicit evidence of the society having engaged the services of a person other than the respondents to verify the contractors bills for construction and the payments claimed therefor. Had there been any other documentary instance of the society having engaged the services of any person other than the respondents, surely the latter would have been in a position to point that out by producing a similar document. As noticed in paragraph 6.1 above, this verification of the contractors bills was squarely the responsibility of the respondents, specified in the DNIT which they themselves prepared in accordance with the agreement clause already discussed. THE question that arises then is: why did the society find it necessary to engage another person towards the fag end of the construction to do what the respondents were enjoined to do according to the responsibilities cast upon them under the DNIT drafted by themselves and put out to bidding contractors? To us, the likely answer does not help the respondents case at all.

(vi) Another question that needs to be posed is why the schedules in the DNIT (copy produced before the UT Commission) do not include that relating to the Estate Services, namely, sewerage, storm water drainage, horticultural works, etc., mentioned in the agreement. It has been noticed earlier that this copy of the DNIT was not objected to by the respondents before the UT Commission. THE unanswered question is: is it then to be inferred that the respondents did not prepare and issue any detailed schedule/BoQ or drawings of the works to be carried out under this category of essential services and include them in the DNIT? It has also been noticed that the wording of the clause in the agreement relating to these services is so vague that any interpretation is possible (vide paragraph 5.2(vi) above). And, it is in respect of these services that the societys allegation regarding lack of supervision to ensure the right slope of the sewer within the societys premises and the society having to get at least some of these works done separately need to be viewed.

(vii) THE respondents took strong objection to the affidavit and report of one Sarvinder Singh, a Government approved surveyor and loss assessor who was asked by the society sometime in late 2002 (the affidavit of Sarvinder Singh being dated 02.01.2003) to examine the construction of the parking area (apparently under the stilts), internal roads and sewerage and storm/rain water drainage works. THE affidavit (copy of the report is not before us) listed three main sets of defects, viz., the cement concrete (CC) under the parking area had given way at nearly all places; the concrete work under the roads had also similarly given way leading to pot holes; and the slope of the sewer line connected to the main sewer was not proper, leading to back flow of the waste

water. THE said surveyor concluded that the concrete works would need to be dismantled and re-laid and so would the sewer and storm water drains leading to the municipal mains and gave an estimate of Rs. 5.16 lakh approximately as the likely cost. This was challenged by the respondents on the ground that the surveyor, being a Diploma Holder in Civil Engineering, was not qualified enough to come to the conclusions regarding the causes of distress to the said concrete works and, particularly, the remedial measures, i.e., complete dismantling and re-laying. In their written version, the respondents also emphasised that the society was not entitled to claim any compensation on this account because it had not produced any evidence of actually undertaking the said repairs and incurring the expenditure. Finally, the respondents claimed that even the surveyor had held these defects to be the result of poor workmanship of the contractor but not that of any deficiency on the part of the respondents. It appears to us that the remit of the surveyor was limited he was asked to carry out a detailed visual inspection and suggest remedial measures. Naturally, the surveyor did not carry out a detailed survey of the theoretically possible causes (as was attempted by the respondents in their additional affidavit objecting to the surveyors report), followed by prolonged sample testing of the distressed concrete, examination of seepage of water underneath, etc., before making his recommendations THE point which would, however, strike even a lay observer is why the CC work underneath both the parking area and the internal roads should give way at almost all places within 2-3 years of completion of a new construction and why should the waste water from the building flow back. Even if it is assumed that these were due primarily to the contractors faulty workmanship, were the respondents not all responsible to prevent such workmanship through proper supervision under the agreement? THE CC works under the parking area as well as under the internal roads were specifically provided for in the BoQ prepared by the respondents and would surely constitute part of the structural works for, it is not merely the reinforced CC (RCC) works of columns, beams, lintel/roof/floor slabs, etc., of the residential building that constituted the structural works of a project comprising not a residential building as well as several other works involving laying of CC after proper preparation of bedding, etc. THE respondents were thus squarely responsible for supervising the construction of these structural works outside the building as well, as part of their obligations under the agreement, by deputing a qualified and experienced structural engineer to the site, at least twice a week and also as and when necessary. That these CC works gave way within 2/3 years of their laying does not, in our view, signify adequate structural supervision by the respondents and for this conclusion it is also not necessary to establish the most likely cause thereof, out of a host of theoretical possibilities that the respondents were at pains to point out in their additional affidavit. Similar conclusion is also more probable in respect of the defective sewerage and drainage items of construction in the project.

(viii) THE estimated cost of the project put to tender was Rs. 1.20 crore. It is not disputed that the final cost came to Rs. 1.53 crore. Unfortunately, neither party

cared to spell out the item-wise and the total cost of the accepted tender of the construction contractor and the final cost paid to the latter. That would have been the only valid basis to compare the tendered cost with the final cost and see what led to the difference. Suffice it to observe, however, that if the higher cost was due to variation in the quantities of items provided for in the BoQs put to tender, it was the responsibility of the respondents to check them before allowing the contractor to execute such items of work or disallow the claims altogether, in accordance with the clause referred to in paragraph 7. (iii) above.

(ix) THE agreement between the society and the respondents did require the latter to pursue the HUDA for obtaining the completion certificate for the societys building. Otherwise, the provision in the agreement governing the payment of the last instalment of fees would not have been worded as it was.

(x) Only one certificate of the HUDA relating to stage-wise completion of the building, viz., the DPC certificate was produced by the respondents (full expansion of DPC not furnished by them). This certificate related to completion of construction only upto the plinth of the building (and recorded that the construction upto that level was according to the sanctioned plan). However, the allegations of the society related to deficiencies in services rendered by the respondents in preparation of estimates and lack of supervision leading to poor quality in later stages of construction. This certificate is thus not enough to support the respondents assertion that the HUDA had issued the necessary certificates at each stage of construction, after due inspection and finding the construction in accordance with the sanctioned plan. Moreover, a certificate that a construction is according to sanctioned plan does not imply proper quality of construction nor is it a guarantee by the certifying agency that supervision of the construction was as warranted. Further, a copy of the final completion/occupancy certificate was not produced before the UT Commission. This assumes importance as one of the allegations was that the actual height of the building exceeded that sanctioned, which was one of the reasons that the society had to pay a compounding fee to the HUDA before obtaining completion/occupancy certificate.

On the other hand, we also find that the complainant-society did not convincingly establish its allegation that the various defects mentioned in the complaint were all attributable to the respondents who failed in discharging their duties and responsibilities under the agreement. Thus, there was no evidence of long delay in obtaining/receiving completion certificate which could be a ground for any compensation as alleged. There is also no evidence that the respondents did not furnish the documents necessary for obtaining the said certificate from the HUDA. The society did not produce a copy of the communication from the HUDA demanding compounding fee for the alleged deviation from the sanctioned plan nor did it produce a copy of the receipt of having paid the said fee. There was also no evidence before the UT Commission of the society having suffered any loss of interest, etc., as alleged. The respondents also stayed on with the project

till its physical completion and the completion certificate was received after a gap of less than 3 months. Hence, under the relevant clause of payment, the society was bound to release the balance instalment of fees to the respondents, particularly when it released the payments due to the contractor in full, including the defect liability retention money, inspite of the disputes that had arisen between the contractor and the society and the construction defects that came to notice. The society did not also effectively disprove the contention of the respondents that there was some sort of supervision over the construction by some person(s) engaged independently by the society, at least for a part of the period. In other words, each party to the dispute had something to blame itself. It may have perhaps been more expedient for the society to have sought arbitration under the relevant clause in the agreement, which was clearly got included at its own initiative. However, much time has lapsed since the construction was completed and the complaint was filed. The benefit of remanding the matter back to the UT Commission for a considered fresh adjudication of the contentions of the parties and their evidence, in the light of the foregoing observations, would not be commensurate with the further lapse of time and collective expenditure that this would entail. On balance, therefore, we set aside the impugned order of the UT Commission by holding that the respondents were guilty of deficiency in service to the extent detailed in subparagraphs 7(i), 7(ii), 7 (vii) and 7 (viii) above but hold that the said deficiencies would not make the respondents liable for damages or compensation claimed by the society.

5. WE accordingly order that the respondents shall pay to the society a sum of Rs. 1 lakh as lumpsum compensation for the above-mentioned deficiencies on their part. Out of this, the respondents would, however, be entitled to retain half of the unpaid fees due to them, i.e., Rs. 39,000/- and pay the balance Rs. 61,000/-, resulting in full settlement of the respondents fees. In addition, the respondents shall pay costs of Rs. 9,000/- to the society. The payment (Rs. 70,000/-) shall be made within four weeks of this order.