

**BEFORE THE
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

GC No. 16382020UR

Date of filing: 31.03.2020

Date of decision: 28.05.2021

1. South City Promoters and Developers Pvt. Ltd., Plot No. 1265, JLPL, Sector 82, Industrial Area, SAS Nagar (Mohali), Punjab-140308.
2. M/s. Maintain Infraz, Chandigarh City Centre, VIP Road, Zirakpur, SAS Nagar (Mohali), Punjab -140603.

...Complainant(s)

Versus

Gagan Dawar S/o B.B. Dawar r/o Flat No. 641, 6th Floor,
SBP South City Village Bishanpura VIP Road Zirakpur, Tehsil
Derabassi, SAS Nagar (Mohali) - 140603

...Respondent

- Present:-
1. Sh. Tushar Arora, Advocate for the complainant.
 2. Respondent exparte vide order dated 24.03.2021.

ORDER

This order will decide a complaint filed against the respondent for non-payment of maintenance charges by him, in violation of the agreement dated 29.11.2014 entered into between the complainant(s) and the respondent.

2. It is alleged in the complaint that the respondent was an allottee of Flat No. 641, 6th Floor, Tower No. 8 in the project titled as 'SBP South City' Village Bishanpura, VIP Road, Zirakpur, District Mohali, measuring 1810 Square Feet promoted by M/s. South City Promoters and Developers Pvt. Ltd. (hereinafter referred as 'Complainant No.1') and M/s. Maintain Infraz (hereinafter referred as 'Complainant No.2') was nominated as maintenance agency of Complainant No.1, being represented by one of its Partners.

3. Upon executing an Apartment Buyer's Agreement, the respondent signed an agreement on 29.11.2014 with the complainant no. 1 for payment of Rs. 1/- per sq. ft. of the super area as monthly maintenance charges. However, despite various reminders, the respondent has failed to deposit these charges and a sum of Rs.51,259/- alongwith interest for the period October, 2016 till September, 2018 has become due to this account, necessitating the filing of the present complaint. The Complainant no. 2 ceased to be the nominated maintenance agency w.e.f 05.10.2021. Hence, the present complaint seeks maintenance charges from October, 2016 to September, 2018.

4. Notice of the complaint was served upon the respondent but the same was received back undelivered with remarks "incomplete address", upon which counsel for the complainant requested to issue dasti for effecting service on the respondent. On 24.03.2021, Sh. Bindra, Advocate for the complainant submitted that he had attempted to serve the dasti notice to the respondent but the latter refused to accept the same. He therefore submitted an affidavit before this Authority alongwith photographs of the notice affixed on the premises of the respondent. Despite that no reply was received on behalf of the respondent on 24.03.2021 and the respondent was proceeded against ex-parte.

5. Arguments were heard on 21.05.2021.


6. Sh. Tushar Arora, Counsel for the complainant(s) reiterated the contents of the complaint. He pointed out that the factum of the respondent having purchased a flat in the project "South City", and then having entered into agreement with the complainant no. 1 for payment of monthly maintenance charges had been established on record. However, the respondent had defaulted in payment of the charges and should therefore be directed to deposit the same. Sh. Tushar Arora further pointed out that a sum of Rs.51,259/- alongwith interest for the period from October, 2016 till September, 2018 had become due from the respondent.


7. We have considered these contentions and find that the documents available on file are enough to corroborate the allegations made in the complaint. There is no rebuttal of any kind to these averments. The complaint can therefore safely be held to have been proved.

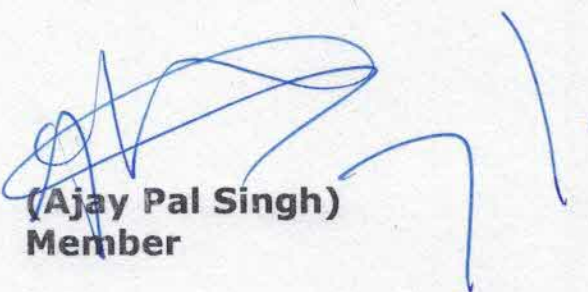
8. As a result of above discussion, the complaint is accepted and the respondent is directed to pay a sum of Rs.51,259/- due for the period October, 2016 till September, 2018, the date till which maintenance services were provided by the complainant no.2, alongwith interest at the rate of 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%), within a period of 2 months from the date of this order.

Announced

Announced: 28.05.2021


(Sanjiv Gupta)
Member


(Navreet Singh Kang)
Chairperson


(Ajay Pal Singh)
Member