

BEFORE THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB

Complaint No.GC-1666 of 2020

Date of Institution: 03.06.2020

Date of Decision 16.06.2021

Trishla Developers, Office No.1, Trishla Little India, Peer Muchalla,
Zirakpur, SAS Nagar, Mohali - 140603

....Complainant

Versus

Sanjeev Kumar Sharma s/o Bishan Dass, House No.7, Sector 9, Kabir
Nagar, Mahesh Nagar, Ambala Cantt, Ambala, Haryana - 133001

.... Respondent

Present : 1. Shri S.K.Sinha, Advocate for the complainant
2. Respondent exparte

ORDER

This order will decide a complaint filed against the respondent for non-payment of monthly maintenance charges by him, in violation of the 'Commercial Purchase Agreement' dated 02.11.2012 followed by 'Agreement for Upkeep' dated 05.11.2014 entered into between the complainant and the respondent.

2. It is alleged in the complaint that the respondent was an allottee of Shop No.237 measuring 303 sq. foot, in the real estate project Trishla's 'Little India' developed in Mohali by the complainant. Possession of the shop was taken on 05.11.2014 and on this date the respondent had also signed an 'Agreement for Upkeep' with the complainant. As per the terms of Agreement dated 05.11.2014, the

complainant was not to charge any maintenance charges upto 4th October, 2015 and thereafter the respondent was liable to pay the said charges @ Rs.3/- per month per square foot of super area. However, the respondent had failed to deposit these charges since October 2015 and a sum of Rs.1,10,670/- has become due on this account, necessitating the filing of the present complaint.

3. Notice of the complaint was issued to the respondent on the addresses mentioned in the complaint, and possession letter/ Agreement for Upkeep. However, both have been received back with the report 'no such person of this name' and 'incomplete address' respectively by the postal authorities. Thereafter, a notice was issued for 26.02.2021 on the address of the shop No.230, Floor 2nd, situated at Trishla's Little India, Peer Muchalla, Zirakpur with a direction to paste a copy thereof. This process was completed and a photograph to this effect has been placed on file as evidence of delivery. On this date, the matter was adjourned to 26.03.2021 for appearance and filing of reply by the respondent. This was followed by an email dated 12.04.2021 intimating the next date of hearing i.e 23.04.2021. However, nobody appeared in response to the notice posted on the shop as well as to the above stated email and the respondent was accordingly proceeded against exparte vide order dated 23.04.2021.

4. Arguments on behalf of the complainant were heard on 04.06.2021. 5. Shri S.K.Sinha, Counsel for the complainant, reiterated the contents of the complaint along with its annexures. He pointed out that the factum of the respondent having purchased a shop in the project 'Trishla Little India', and then having entered into

agreements dated 02.11.2012 and dated 05.11.2014 with the complainant for payment of monthly maintenance charges @ Rs.3/- per month per square foot of super area had been established on the record. However, the respondent had defaulted in payment of the charges and should therefore be directed to deposit the same. He pointed out that default was continuing and the arrears on account of maintenance charges had increased further since the filing of the complaint. He therefore pleaded that the maintenance charges due for the last 14 months i.e upto 31.05.2021 should also be allowed.

5. 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. Having held so, however it is seen that apart from payment of maintenance charges, the complainant has sought payment of dues on account of Late Payment Charges (LPC), and 'Other Charges', also. As far as LPC are concerned the remedy under this Act is payment of interest and hence complainant cannot be allowed to claim both interest and penalty on account of late payment. Similarly, there is no justification or evidence has been adduced to justify the claim under the head 'Other Charges'. The claim to this extent is rejected and only following payment of maintenance charges is to be paid by the respondent:

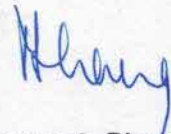
- Maintenance charges @ Rs.909/- P.M.

For 67 months i.e from October 2015 to
31.05.2021

Rs.60,903/-

6. As a result of above discussion, the complaint is accepted and the respondent is directed to pay a sum of Rs.60,903/- due upto 31.05.2021 along with interest at the rate of 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) for the period of delay within a period of 2 months from the date of this order.

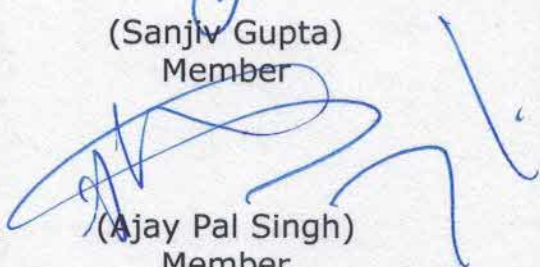
Announced
Dated:16.06.2021



(Navreet Singh Kang)
Chairperson



(Sanjiv Gupta)
Member



(Ajay Pal Singh)
Member