

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

Complaint No.GC-1533 of 2020

Date of Institution: 28.01.2020

Date of Decision 06.10.2020

Consolidated Maintenance Company, SCO No.197, Cabin No.4,
Second Floor, Sector 16, Panchkula, Haryana 134108

....Complainant

Versus

1. Rakesh Girdhar s/o Shri Ved Parkash, House No.144, Bazar
Darbar Sahib, Near Naka No.1, Sri Muktsar Sahib, Punjab-
152026
2. Jaswant Singh s/o Shri Sadhu Singh, House No.460, Ward
No.15, Street Nathu Ram, Muktsar, Punjab 152026

.... Respondents

Present : Shri Manoj Vashishtha, Advocate for the complainant
None for the respondents

ORDER

This order will decide a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 filed against the respondents for non-payment of monthly maintenance charges by the latter, in violation of agreement dated 14.10.2015 entered into between the parties.

2. It is alleged in the complaint that the respondents were allottees of Flat No.C-202 in Tower 'C' of the real estate project 'Palm Village' developed in Mohali by M/s Bee Gee Buildtech; and upon taking possession had signed an agreement on 14.10.2015 with the complainant for payment of Rs.1.50 per sq. feet of

super area as monthly maintenance charges. However, the respondents had failed to deposit the monthly maintenance charges and a sum of Rs.23,152/- had become due as on 31.12.2019 on this account, necessitating the filing of present complaint.

3. Notice of the complaint was ordered to be issued to the respondents asking for their appearance on 17.03.2020. The notice was delivered to both the respondents through registered post on 25.02.2020 and 29.02.2020 respectively. However, nobody appeared on 17.03.2020 in response to the notice. Thereafter, fresh notice was sent to both the respondents for their appearance on 28.07.2020 and these too were delivered on 11.07.2020 to them. However, due to order dated 14.07.2020 of this Authority, suspending hearings for a month because of the COVID pandemic, the matter was adjourned to 25.08.2020. Information about this date was given to the respondents. However, nobody was present on 25.08.2020 on behalf of the respondents and they were accordingly proceeded against *exparte* vide order dated 25.08.2020.

4. When the matter was taken up through video conferencing for arguments on 22.09.2020, Shri Manoj Vashishtha, Counsel for the complainant, reiterated the contents of the complaint. He pointed out that the factum of the respondents having purchased a flat in the project 'Palm Village', and then having entered into agreement with complainant for payment of monthly maintenance charges had been established on the record. However, the respondents had defaulted in payment of the charges and should therefore be directed to deposit the same. Counsel further submitted that during the pendency of the complaint the respondents had fallen in further arrears. The

complainant had given up the maintenance contract on 15.02.2020, and payment upto this date had to be made by the respondents, he concluded.

5. I 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.

6. As a result of the above discussion, the complaint is accepted and the respondents are directed to pay a sum of Rs.28,940/- (Rs.23,152/- due upto 31.12.2019 plus a further Rs.5788/- due upto 15.02.2020) within a period of 2 months from the date of this order.

Announced.



Chairperson
Real Estate Regulatory Authority
Punjab