

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

Complaint No.GC-1562 of 2020
Date of Institution: 11.02.2020

Date of Decision 15.01.2021

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

....Complainant

Versus

Ms. Mamta Handa, w/o Shri Striker Handa, # 1201, Tower B,
Palm Village, Sector 126, Mohali, Punjab - 140301

2nd address

Ms. Mamta Handa, w/o Shri Striker Handa # 91, Sector 3,
Raura, Bilaspur (Himachal Pradesh)

.... Respondent

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

ORDER

This order will decide a complaint filed against the respondent for non payment of monthly maintenance charges by her, in violation of the agreement dated 22.04.2015 entered into between the complainant and the respondent.

2. It is alleged in the complaint that the respondent was an allottee of Apartment No.1201 in Tower 'B' 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 22.04.2015 with complainant for payment of Rs.1.50 per sq.

foot of super area as monthly maintenance charges. However, the respondent had failed to deposit these charges and a sum of Rs.6,248/- has become due on this account, necessitating the filing of the present complaint.

3. Notice of the complaint was served upon the respondent. The notice was delivered through registered post on 09.09.2020. However, nobody appeared in response to the notice and the respondent was accordingly proceeded against exparte vide order dated 22.09.2020.

4. Arguments were heard on 08.01.2021.

5. Shri Manoj Vashishtha, Counsel for the complainant, reiterated the contents of the complaint. He pointed out that the factum of the respondent 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 respondent had defaulted in payment of the charges and should therefore be directed to deposit the same. Shri Vashishtha further submitted the amount due from the respondent as on 31.12.2019 was Rs.7,652/- as against Rs.6,248/- that had been wrongly mentioned in the complaint. He then pointed out that a sum of Rs.5,788/- had become due from the respondent from 01.01.2019 till 15.02.2020 after which date the respondent had stopped provision of maintenance services at the project. He thus sought payment of Rs.13,440/- along with interest thereon. He further stated that the respondent is a habitual defaulter as in an earlier Complaint (GC No.1225 of 2019 decided on

10.12.2019) the decreed amount of Rs.89,985/- plus interest had not been paid by her so far.

6. 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.

7. As a result of above discussion, the complaint is accepted and the respondent is directed to pay a sum of Rs.13,440/- due upto 15.02.2020 along with 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


(Sanjiv Gupta)
Member


(Navreet Singh Kang)
Chairperson