

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

Complaint No.GC-1639 of 2020
Date of Institution: 03.06.2020

Date of Decision 27.01.2021

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

....Complainant

Versus

Naveen Kumar, # 303, Heritage Apartments, Peer Muchalla, Zirakpur, Distt. SAS Nagar


.... Respondent

Present : 1. Shri S.K.Sinha, Advocate for the complainant
2. None for the respondent

ORDER

This order will decide a complaint filed against the respondent for non-payment of monthly maintenance charges by him, in violation of the agreement dated 02.11.2013 entered into between the complainant and the respondent.

2. It is alleged in the complaint that the respondent was an allottee of Shop No.338 in the real estate project 'Trishla Little India' developed in Mohali by the complainant. Possession of the shop was taken on 02.11.2013 and on this date the respondent had also signed an Agreement for Upkeep with the complainant. As per the terms of agreement dated 02.11.2013, 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 served upon the respondent. The notice was delivered on 21.07.2020 as per report of the postal authorities. However, nobody appeared in response to the notice and the respondent was accordingly proceeded against *ex parte* vide order dated 15.09.2020.
4. The matter was earlier being heard by a single-Member Bench of the Authority, comprising of the Chairperson. Argument of Counsel for the complainant was heard on 13.10.2020 and the matter was fixed for pronouncement of orders on 27.10.2020. Thereafter in view of the order dated 16.10.2020 passed by the High Court of Punjab and Haryana passed in CWP No.8548 of 2020 and other connected matters, the case was referred to the full Authority, and was taken up for arguments on 11.01.2021.
5. Shri S.K.Sinha, Counsel for the complainant, reiterated the contents of the complaint. He pointed out that the factum of the respondent having purchased a shop in the project 'Trishla Little India', and then having entered into agreement dated 02.11.2013 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 9 months i.e upto 31.12.2020 should also be allowed.
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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. Having held so, however it is seen that 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 justification or evidence has been adduced to justify the claim under the head 'Other Charges'. The claim to this extent is rejected and following are held to be the dues against the respondent.

-	Maintenance charges @ Rs.930/- P.M. for 63 months i.e from October 2015 to 31.12.2020	Rs.58,590/-
-	Refundable security charges @50/- per sq. foot	Rs.15,500/-
	Total	Rs.74,090/-

7. As a result of above discussion, the complaint is accepted and the respondent is directed to pay a sum of Rs.74,090/- due upto 31.12.2020 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


(Sanjiv Gupta)
Member


(Navreet Singh Kang)
Chairperson