

BEFORE THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB

Complaint No.GC-1674 of 2020

Date of Institution: 04.06.2020

Date of Decision 05.03.2021

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

....Complainant

Versus

1. Umesh Mudgil s/o Shri Radhe Shayam Mudgil, #203, Guru Nanak Nagar, Street No.2, Patiala
2. Rohit Sagar s/o Shri Vidya Sagar, #203, Guru Nanak Nagar, Street No.2, Patiala

.... Respondents

Present : 1. Shri S.K.Sinha, Advocate for the complainant
2. Respondents ex-parte

ORDER

This order will decide a complaint filed against the respondents for non-payment of monthly maintenance charges by them, in violation of the agreement dated 18.05.2015 entered into between the complainant and the respondents.

2. It is alleged in the complaint that the respondents were allottees of Shop No.241B in the real estate project 'Trishla Little India' developed in Mohali by the complainant. Possession of the shop was taken on 18.05.2015 and on this date the respondents had also signed an Agreement for Upkeep with the complainant. As per the terms of agreement dated 18.05.2015, the complainant was not to charge any maintenance charges upto 4th October, 2015 and thereafter the respondents were liable to pay the said charges @ Rs.3/- per month per square foot of super area. However, the respondents 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 respondents. The notice issued to respondent no.1 was delivered on 22.07.2020 as per report of the

postal authorities. However, notice issued to respondent no.2 was received back undelivered with the report 'incomplete address'. A perusal of Possession Certificate and Agreement for Upkeep (Annexure P2) attached with the complaint reflects that both the respondents are allottees and respondent no.1 (Umesh Mudgil) had been served on the address mentioned in these documents. Service on respondent no.2 was also ordered to be effected on the address mentioned in Annexure P2. As per report of the postal authorities notice was served on 31.10.2020 on respondent no.2 for 10.11.2020. During the intervening period due to Covid-19 pandemic no substantive proceedings were held and when the proceedings resumed, intimation about date of hearing i.e 11.01.2021 to the respondents was sent through email dated 16.12.2020. Since nobody came present on behalf of both respondents they were proceeded against ex-parte on 11.01.2021.

4. The matter was earlier being heard by a single-Member Bench of the Authority, comprising of the Chairperson. 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 27.01.2021.

5. Shri S.K.Sinha, Counsel for the complainant, reiterated the contents of the complaint. He pointed out that the factum of the respondents having purchased a shop in the project 'Trishla Little India', and then having entered into agreement dated 18.05.2015 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 respondents 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.

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 respondents.

- 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 respondents are 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


(Ajay Pal Singh)
Member