

(2017) 10 CAL CK 0009
In the Calcutta High Court
Case No : 3243 of 2017

RAJUL JAIN AND ANR.

APPELLANT

Vs

REGENCY WELFARE ASSOCIATION AND ORS.

RESPONDENT

Date of Decision : 03-10-2017

Acts Referred:

Citation : (2017) 10 CAL CK 0009

Hon'ble Judges : Soumen Sen

Bench : SINGLE BENCH

Advocate : Nirmalya Dasgupta, ?Aryaa Chatterjee, ?R. Dutt, ?Mainak Bose, ?
Nikhil Jhunhunwala

Final Decision : Disposed off

Judgement

1. On 13th September, 2017 I have directed the petitioners to deposit the shortfall, if any, to be indicated by the association without prejudice to their rights and contention within one week from the date of demand and shall continue to pay the entire amount demanded by the association towards maintenance and electricity charges till the association is formed by the Special Officer. It appears that the dispute relates to period between 1.4.2014 till 31.3.2017. The association claims that a sum of Rs.6,31,243/- and a sum towards electricity of Rs.2,92,941/- are the shortfalls by the petitioner no. 1 and petitioner no. 2 respectively for the period, as aforesaid. The said amount includes maintenance charges as well. The dispute is with regard to the amount required to be paid by the petitioners towards electricity and maintenance charges for the area under occupation.

2. The bills produced by the association shows that the consumption pattern of electricity by the petitioners are on the higher side. However, the dispute is with regard to rates to be paid for the electricity charges based on the sub meter reading. The association said that Rs.3.50 per sq. ft. is the charge levied by the association for the maintenance and Rs.10.95 per unit towards electricity charges. The association says that save and except the petitioners all the other occupants of the residence are paying the said amount. This is for the Special Officer to see from the records as to whether all the other occupiers of the association are paying at the said rates or not. However, considering the fact that the petitioners would be liable for the maintenance and electricity charges for the time being the petitioners shall deposit a sum of Rs. 6 lac i.e. Rs.3 lacs each, instead of Rs.3.50 lacs, as earlier directed without prejudice to their rights and contentions within ten days from date. The order dated 13.09.2017 is modified to the aforesaid extent. However, the petitioners shall continue to pay the current maintenance and electricity charges in full till the association is formed by the Special Officer failing which the default clause in the order dated 13th September, 2017 shall revive. In the event it is found that the petitioners are overcharged the persons presently in charge of the association, shall be personally liable to refund the excess amount together with interest @12% per annum. The cheque for a sum of Rs.3.50 lacs shall be returned to the petitioners within a week from date.
3. The impugned notice stands set-aside subject to payment of the aforesaid sum.
4. This application accordingly stands disposed of.
5. Since no affidavits are called for, the allegations made in the petition are deemed to have been denied.