

(2018) 01 CAL CK 0078
In the Calcutta High Court

Case No : 506 of 2017?GA No 3474 of 2017?in?CS No 224 of 2014

REGENCY WELFARE ASSOCIATION AND ANR.

APPELLANT

Vs

RAJUL JAIN & ORS.

RESPONDENT

Date of Decision : 02-01-2018

Acts Referred:

Citation : (2018) 01 CAL CK 0078

Hon'ble Judges : Sanjib Banerjee, Sabyasachi Bhattacharyya

Bench : Division Bench

Advocate : Mainak Bose, Nikhil Jhunjhunwala, Sakya Sen, Nirmalya Dasgupta, Arunima Sengupta, M. S. Yadav, Somnath Bose, S. Mukherjee

Judgement

1. The impasse has been created by some unwarranted orders passed by the interlocutory Court.

2. In a suit pertaining to the electricity and maintenance charges demanded by the association responsible for the administration of the apartment-complex, several orders have been passed by the interlocutory Court requiring some payments to be made by the respondent-plaintiffs without for once indicating why the amounts demanded by the association should not be paid. There are at least four orders where the respondents have been permitted to pay or deposit amounts which are somewhat lower than the amounts demanded by the association. Again, there is at least one instance where the respondents were permitted to make the deposit with the Registrar, Original Side, instead of making the payment to the association.

3. There is not a line by way of reasons doubting the veracity of the bills or any reason for the payments not to be made to the association since it is the undeniable position that the association would have to make the further payment to the electricity authorities.

4. By the order impugned dated October 3, 2017, an application by the respondent-plaintiffs complaining of arbitrary demands of Rs.6,31,243/- and

Rs.2,92,941/- was allowed by requiring a deposit of Rs.6 lakh to be made. There is no indication why the amounts demanded had to be tinkered with by the Court or on what basis the deposit of a sum lower than the total amount demanded was required to be made. It is also unclear why the amount had to be kept as a deposit and not paid off with a right to have the accounts reconciled at the trial.

5. These are matters where a Civil Court scarcely has the authority to interfere with the demands, unless a gross case is made out and adequate reasons are indicated for interfering with the sums demanded by an association. Further, even if the sums demanded are interfered with, moneys are never required to be kept in deposit since the association has to pay off the dues of the utilities.

6. Accordingly, the order impugned dated October 3, 2017 is set aside and the respondent-plaintiffs permitted a week from date to pay off the entire amounts demanded by the appellant-association and as evident from the opening paragraph of the order impugned, to the extent not paid already. Such payment has to be made together with the payments on account of the current charges as demanded and unless the payments are promptly made, it will be open to the appellant-association to disconnect the electricity supply to the respondents' premises. All payments made during the pendency of the suit will be without prejudice to the rights and contentions of the respondents and will be subject to reconciliation at the trial. Any deposits that may have been made by the respondents with the Registrar, Original Side, or any other person will be made over as payment to the appellant-association. Such payments will also be without prejudice and subject to reconciliation at the trial.

7. Since the Special Officer has now conducted the election and the new committee of management is in place, the Special Officer stands discharged.

8. APO No. 506 of 2017 and GA No. 3474 of 2017 are disposed of without any order as to costs.