



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint no.:</b>	<b>705 of 2023</b>
<b>Date of filing:</b>	<b>24.03.2023</b>
<b>Date of first hearing:</b>	<b>17.05.2023</b>
<b>Date of decision:</b>	<b>14.11.2024</b>

Kamaldeep Arora S/o Sh. Partap Chand  
& Alka Sharma W/o Sh. Kamaldeep Arora  
Both R/o Floor no. D-15-FF, DLF valley  
Sector-3, Pinjore Kalka Urban Complex  
Panchkula, Haryana

....COMPLAINANT(S)

VERSUS

1. Vatika Limited.  
Vatika Triangle, 4<sup>th</sup> floor, Sushant Lok Phase-I  
Block-A, MG Road, Gurugram-122002  
2. Enviro Credit Control Mindscapes  
Flat no. 621, A, 6<sup>th</sup> floor, Devika Towers  
6, Nehru Place, New Delhi

....RESPONDENT(S)

**CORAM:**

**Parneet Singh Sachdev**  
**Nadim Akhtar**  
**Dr. Geeta Rathee Singh**

**Chairman**  
**Member**  
**Member**

**Present: -**

Mr. Naveen Sheokand, Counsel for the complainant in  
through VC  
Ms. Vertika H.Singh, Counsel for the respondents.

**ORDER (PARNEET S SACHDEV-CHAIRMAN)**

1. Present complaint was filed on 24.03.2023 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Commercial Building Vatika Mindscapes, Sector-27-B, Faridabad
2.	RERA registered/not registered	Registered (196 of 2017 dated 15.09.2017)
3.	DTCP License no.	1133 of 2006.
	Licensed Area	8.79 acres
4.	Unit no.	B-547, 5 <sup>th</sup> floor
5	Unit area	500 sq. ft.

6.	Date of builder buyer agreement with original allottees	13.12.2012
7.	Due date of offer of possession	Not available.
8.	Possession clause	Not available.
9.	Total sale consideration	₹ 17,50,000/-
10.	Amount paid by complainant	₹20,00,000/- claimed by complainant in pleadings. However, total paid amount as per page 4 of agreement comes out to Rs 18,04,750/-. No other proof of paid amount has been annexed in the file.
11.	Offer of possession	Not given.
12.	Occupation certificate	14.10.2016.

### B. FACTS OF THE COMPLAINT

3. That the original allottees namely Amit Arora and Pooja Vij had booked a commercial unit bearing no. B-547, measuring 500 sq. ft. on 5<sup>th</sup> floor, Tower B of the project namely, 'Vatika Mindscapes' located at Sector-27-B, Faridabad being promoted by respondent at agreed sale consideration price of ₹ 17,50,000/- on 23.11.2012 by paying Rs 2,00,000/-. Builder buyer agreement was executed between the original allottees and respondent on 13.12.2012. Complainant stepped into shoes of original allottees vide endorsement dated 26.08.2019.

4. That as per clause 5.1, 5.3 and 5.4 of the agreement dated 13.12.2012, the respondents was obligated to execute the maintenance agreement and to charge maintenance charges after intimation to the allottees. In the present case, no maintenance agreement was ever signed between the complainant and respondent and not even with the previous allottee.
5. That despite promising several times and written commitments made in the agreement, the respondents failed to execute the maintenance agreement. It was bounden duty of the respondents to execute maintenance agreement after execution of builder buyer agreement.
6. That there was not a single intimation from the builder towards maintenance charges until January,2023. Complainant was shocked when he received an email dated 05.01.2023 where they issued a demand notice for the payment of consolidated maintenance outstanding dues of an amount of Rs 8,28,008/- towards integrated facilities management services at unit no. B-547. Copy of demand notice dated 05.01.2023 is attached as Annexure C4.
7. That the respondents have mentioned in the demand notice that this demand of Rs 8,28,008/- is according to the provisions of the agreement dated 27.11.2012 and as per para 2 of demand notice the complainant got to know that Enviro Integrated Facilities Management Pvt Ltd has been taking

care of the facility management services at the site w.e.f 25.03.2018 but there was no such intimation to the complainant for the same.

8. That main grievance of the complainant is that till date neither possession has been handed over to the complainant nor a maintenance agreement has been executed.

### **C. RELIEFS SOUGHT**

9. Complainant in his complaint has sought following relief:

- a. To quash the letter dated 05.01.2023 where they have issued a demand notice of Rs 8,28,008/- without any maintenance agreement.
- b. To get compensation of Rs 10,00,000/- for mental agony, harassment, discomfort and undue hardship.
- c. To get the litigation cost of Rs 1,00,000/-.
- d. The complainants are entitled to get an order in his favour to refrain the respondent from giving effect to unfair clauses unilaterally incorporated in the sale agreement.
- e. The complainants is entitled to any other relief to which they are found entitled by this Hon'ble Authority.

### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS**

Learned counsel for the respondent filed detailed reply on 05.12.2023 pleading therein:



10. That present complaint deserves to be dismissed in light of judgement dated 11.11.2021 of Hon'ble Supreme Court in the case titled 'M/s Newtech Promoters and Developers Pvt Ltd vs State of U.P and others etc. In Civil Appeal no. 6745-649 of 2021' whereby Hon'ble Supreme Court has clearly held that no complaint under Section 31 of the Act filed against any unregistered project shall be entertained as the applicability of the Act is retroactive in character and thus the provisions of the Act would not apply to projects already completed or completion certificate has already been granted. It is to mention here that Block-B of the said project was already complete in March,2015, i.e. before the commencement of RERA Act,2016 which came into force on 01.05.2017. Occupation certificate for the said block-B was also issued on 14.10.2016.

11. That in so far the project 'Vatika Mindscape' is concerned, it is apposite to state here that it consists of total 4 towers, i.e., Tower-A, B , C and D. For towers A, B and D, the respondent has already received the Occupation Certificate and these towers are fully functional. Copy of Occupation Certificate dated 14.10.2016 issued for Block-A and B is annexed as Annexure R-2.

12. Respondents have further taken a plea that complainant is a speculative buyer, who invested in the project of the respondent company for monetary returns and since the real estate market is showing downward



tendency, complainant cannot take it as a weapon by way of taking undue advantage of provisions of RERA Act 2016. Agreement duly signed between the parties is binding on both parties as held in Bhatti Knitting vs DHL by Hon'ble Apex Court.

13. That the maintenance charges were bound to be levied once the construction of the building had got completed. Complainant is enjoying the property since 2019 and as of now he cannot shirk away its responsibility of paying the maintenance charges. Further, it is submitted that the unit was never meant for possession as the complainant opted for leasing arrangement. Complainant never made any representation to the respondent regarding possession of unit. Furthermore, as per the agreement, the said commercial space shall be deemed to be legally possessed by the complainant.

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS**

14. Learned counsel for complainants has submitted that respondents cannot ask for the maintenance charges for the reason that possession has not been handed over by the respondent of the booked unit till date. No maintenance agreement has been executed between the parties so demand of maintenance charges is not justified and is liable to be quashed.



15. Learned counsel for respondents argued that as the complainant is an investor in the project of respondent, relation of complainant and respondent is based on a commercial transaction between the parties in the form of leasing arrangement. The agreement/allotment is in the form of investment/lease agreement wherein the complainant was to receive monthly assured returns till offer of possession of unit and after offer of possession, respondent was obligated to lease out said unit for rental income to complainant. As a matter of fact, complainant herein is a subsequent allottee who has purchased the allotment rights of unit in year 2019. In the present case, no date for handing over of possession has been defined in the builder buyer agreement and it is because of the fact that the complainant has invested for monetary gains- assured returns so there is no loss being caused to complainant even if possession is not handed over within reasonable time as respondent has duly paid assured return to complainant. Therefore, complainant is not aggrieved of any default on part of respondent. She further stated that the conditions precedent for exercising jurisdiction of this Authority of this subject are not fulfilled, therefore, Authority is precluded from proceedings ahead with the matter. Block-B has already received occupation certificate on 14.10.2016. Thereafter, respondent no. 2 has issued demand of maintenance charges in year 2023. As per agreement, which has already been endorsed in favour of complainant clearly provides that allottee has to pay the maintenance charges. The amount, whatever it may be high or





less but complainant cannot wriggle out of its responsibility of paying the maintenance charges.

**F. ISSUES FOR ADJUDICATION:**

- i. Whether complainant is entitled to the reliefs sought or not?

**G. OBSERVATIONS OF THE AUTHORITY:**

16. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

- i. The respondents have taken a stand that the complainant is a speculative buyer who has invested in the project for monetary returns and taking undue advantage of RERA Act 2016 as a weapon during the present downside conditions of the real estate market and therefore not entitled to the protection of the Act of 2016. In this regard, Authority observes that “any aggrieved person” can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, the complainant is an aggrieved person who has filed a complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it



is important to emphasize upon the definition of term allottee under the RERA Act of 2016, reproduced below: -

*Section 2(d) of the RERA Act:*

*(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;*

ii. In view of the above-mentioned definition of "allottee" as well as upon careful perusal of builder buyer agreement dated 13.12.2012, it is clear that complainant is an "allottee" as unit bearing no. B-547 in the real estate project "Vatika Mindscape", Faridabad was allotted to him by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as **M/s Srushti Sangam Developers**

**Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of promoter that allottee being investor is not entitled to protection of this Act stands rejected.

iii. With respect to objection raised by respondents that the jurisdiction of the Real Estate Regulatory Authority, Panchkula, is barred because the project in question is not an 'on-going project' for the reason that project, particular Tower-B was completed before the RERD Act, 2016 came into force and had also received completion certificate on 14.10.2016, it is observed that the issue as to whether project shall be considered as "on-going project" has been dealt with and settled by the Hon'ble Supreme court in **Newtech Promoters and developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** herein reproduced:

*" 37. Looking to the scheme of Act 2016 and Section 3 in particular of which a detailed discussion has been made, all "ongoing projects" that commence prior to the Act and in respect to which completion certificate has not been issued are covered under the Act. It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect from its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate, administer and supervise the unregulated real estate sector within the fold of the real estate authority."*

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Wherein Hon'ble Apex Court held that the projects in which completion certificate has not been granted by the competent authority, only such projects are within the ambit of the definition of on-going projects and the provisions of the RERD Act, 2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder.

In light of aforesaid observations, Authority observes that respondent no. 1 had received occupation certificate on 14.10.2016. Receipt of occupation certificate does not absolve the respondent no. 1 of its obligations cast upon it pertaining to handing over of possession of property and execution of conveyance deed. The RERD Act, 2016 was enacted to ensure that both parties, i.e., respondent-promoter as well as complainant-allottee duly fulfil their respective obligations as per agreement for sale executed between them. Herein, the obligation of respondent no.1 to the actual handover of possession of booked unit still remains which is reoccurring cause of action and the allottee is



well within its right to avail relief/remedy under the RERA Act, 2016.

Furthermore, it is observed that getting an on-going project registered is only one, out of the many obligations of the promoter as illustrated in RERA Act, 2016. In RERA Act, 2016 it is nowhere provided that provisions of the Act shall only be applicable to “on-going” project. Even in judgement of Newtech Promoter’s case, the Hon’ble Apex Court has clarified and settled the issue that ‘which project shall be considered as an on-going project’ as it is the obligation of the promoter to register an on-going project and in case the promoter fails to do so, he shall be liable for imposition of penalty under Section 59 of RERA Act, 2016. It was never a question before the Hon’ble Supreme Court whether a completed project is out of the purview of RERA Act, 2016, especially in the circumstances when contractual obligations of promoter towards complainant/allottee as per buyer agreement still remains unfulfilled.

iv. On merits, complainant in this case had purchased the booking rights qua the unit in question from the original allottee in the project of the respondent no. 1 vide endorsement dated 26.08.2019. Complainant against the sale consideration of Rs



17,50,000/- has already paid an amount of Rs 18,04,750/-. Builder buyer agreement for Unit no. B-547, 500 sq ft was executed between the original allottees and respondent no. 1 on 13.12.2012. However, in said agreement there is no specific clause pertaining to deemed date of possession.

v. Authority observes that series of event in this case is that original allottees bought the allotted unit by way of execution of builder buyer agreement dated 13.12.2012 and made payment of Rs 18,04,750/- upto December,2012. Thereafter, respondent no. 1 completed the construction and received occupation certificate for 'Tower-B' on 14.10.2016. Thereafter, complainant stepped into shoes of original allottee vide endorsement dated 26.08.2019. As on date, agreement dated 13.12.2012 subsists the relation of allottee and promoter between the complainant and respondent no. 1. Thus, terms and conditions of agreement are binding upon the parties and both parties remain bound to perform their acts/obligations accordingly. Grievance arose to the complainant when a demand for maintenance charges to the tune of Rs 8,28,009/- was raised vide letter dated 05.01.2023. It is the stand of complainant that respondent no. 1 has neither handed over actual physical possession of unit nor got executed any maintenance agreement separately. To this, contention of respondents is that unit was never



meant for physical possession being a commercial space and complainant is bound to pay the maintenance charges after completion of construction work of tower-B. Issue herein is the validity of demand of maintenance charges raised by the respondent no. 2 vide letter dated 05.01.2023.

vi. At this stage, it is important to examine the relevant clauses of the agreement in order to adjudicate the issues involved in this case. Said clauses are reproduced below for reference:-

*"5. MAINTENANCE OF THE SAID BUILDING BLOCK/COMMERCIAL COMPLEX/COMMON AREAS*

*5.1 The upkeep, maintenance and management of the Said Building Block/ Commercial Complex, their common areas & plant, machinery and equipment shall be organized by the Developer or a Maintenance Agency/ Company nominated by it. All such costs, expenses shall be borne and paid by the Buyer to the extent of his share in the Said Building Block/ Commercial Complex. The charges so fixed and payable every month shall be apportioned by the Developer to which the Buyer hereby agrees to accept as final and binding. Such charges would be billed to the Buyer by the Developer / Maintenance Agency every month. At present these charges are Rs..... per sq. ft. (Rs per..... sq. mtr.) super area per month. The charges so fixed shall be increased by 15% over the last rate every 3 years. It is clarified that Maintenance Charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the Developer/Concerned Agency/Dept. Maintenance Company and shall be paid by the Buyer as stipulated herein.*

*5.2 In order to secure due performance of the Buyer in paying promptly the maintenance bills and other charges as raised by the Developer or the Maintenance company/ agency, as the case may be from time to time, the Buyer agrees to deposit and to always keep deposited with the Developer/ Maintenance company/ agency an Interest Free Maintenance Security Deposit (IFMSD)*

calculated at the rate as may be fixed from time to time by the Developer. The present rate of IFMSD is Rs..... per sq. ft. super area which is subject to revision, as stated above. In case of failure of the Buyer to pay the maintenance bills, other charges on or before the due date, the Buyer in addition to permitting the Developer to deny him the right to avail the maintenance services also authorizes the Developer/ Maintenance company/ agency to adjust the said maintenance security deposit against such defaults. If due to such adjustment, the said maintenance security deposit falls below the agreed sum of IFMSD, then the Buyer hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Developer/ Maintenance company/ agency. The Developer/ Maintenance company/ agency reserves the right to increase IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Buyer agrees to pay such increases within the due date of such demand by the Developer/ Maintenance company/ agency. If the Buyer fails to pay such increase in the IFMSD or to make good the shortfall as aforesaid on or before its due date, then the Buyer authorizes the Developer/ Maintenance company/ agency to charge interest at the rate of @ 18% for the period of such delay and to stop/disconnect all maintenance services to the Said Commercial Unit till such sums due alongwith interest as stipulated hereinabove are paid by the Buyer. It is agreed by and between the parties hereto that this part of the Agreement relating to IFMSD as stipulated in this clause will survive the conveyance of title of the Said Commercial Unit in favour of the Buyer.

5.3 Maintenance and other charges shall be billed by the Developer/Maintenance Company/Agency every calendar month to the Buyer and the same shall become payable within 7 days of its intimation.

5.4 The Buyer has seen and read the terms of the draft Maintenance Agreement and has agreed to the terms and conditions contained therein. The Said Agreement shall be executed between the Buyer and the Developer/ Maintenance Company/ Agency at the appropriate time and the Buyer shall not raise any objection with regard to the same.

5.5 As and when any Plant and Equipment within the Said Building Block/ Commercial Complex, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting





equipment, any other plant/ equipment of capital nature etc. requires replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the buyers in the Said Building Block/Commercial Complex on pro-rata basis. The Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timing and cost thereof and the Buyer agrees to abide by the same without any demur/ reservations/exceptions whatsoever.

5.6 The sale consideration for the Said Commercial Unit is inclusive of the cost of providing tap-off points for electric supply, fire-fighting system and air-conditioning of the Said Unit but does not include the cost of electric wiring, sprinklers/ fire detection systems, ducts/ accessories for air conditioning etc. within the Said Commercial Unit which shall be got installed by the Buyer at his own cost and expense. The Buyer shall be responsible for all acts of omission and commission within the Said Commercial Unit and will take all precautions to prevent any hazards.

5.7 In addition to the Developer and the Maintenance Company/Agency's rights of unrestricted usage of all common areas and facilities as listed hereinafter for providing necessary maintenance services, the Buyer agrees to permit the Developer or the Maintenance Agency/ Company to enter into the Said Commercial Unit or any part thereof, after due written/telephonic notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Said Commercial Unit or the defects in the Unit above or below the Said Unit. Any refusal by the Buyer to give such right shall be deemed to be a violation of this Agreement and the Developer shall be entitled to take such action(s) as it may deem fit.

## 9. CONVEYANCE DEED

Subject to the approval/ no objection/ clearances of the appropriate authority, as may be required in terms of statutory laws / rules, the Developer will execute and get registered the Conveyance Deed in respect of the Said Unit, after all dues of the Developer and other statutory dues have been paid in full by the Buyer and the Said Commercial Unit is ready for occupation, to

*confer upon the Buyer/ his nominee, marketable title to the Said Commercial Unit free from all encumbrances in due course of time. The Conveyance Deed shall be in the form and content as approved by the Developer's advocate. The Buyer undertakes to execute Conveyance Deed within the time stipulated by the Developer in its written notice. The Buyer will be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies). The Buyer, subject to the income tax and other clearances, permissions, sanctions and NOC's as may be required, will get the conveyance deed executed and registered in his own name or in the name of his nominee."*

- vii. Perusal of aforesaid clauses establishes the obligations which were casted upon the respondent no. 1 to be followed in case of completion of project and handing over possession to allottee. Respondent no. 1 after obtaining of occupation certificate was obligated to proceed further for execution of conveyance deed and then for execution of maintenance agreement. Argument of respondent is that there is no clause of handing over of possession of unit as unit was never meant for residential purpose. In this regard, it is observed that complainant had purchased a showroom space-commercial unit and definitely commercial spaces are never being purchased for residential purpose; they are always for purpose of commercial use. Complainant herein is aggrieved by arbitrary acts of respondent first in not handing over possession of the unit till date/not getting conveyance deed executed till date and

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secondly, raising demand of maintenance charges without any basis. Complainant who has already paid whole of total sale consideration in the year 2012 got stuck with respondent without any definite timelines of delivery of possession and execution of conveyance deed w.r.t. booked unit. The position of complainant even got more worsened by the fact that respondent was in receipt of occupation certificate in year 2016, but there is no explanation available with respondent no. 1 to not deliver possession and execute conveyance deed or to delay said process till date. The allottee-complainant, invested in a tangible showroom space in a commercial project wherein a license was granted by DTCP under the Haryana Development and Regulation of Urban Areas Act, 1975. No justification is provided by respondent in its written as well as oral submissions as to what was actually stopping them from year 2016/2019 to get the conveyance deed executed in favour of complainant.

Considering the obligations cast by the RERD ACT, the promoter-builder was obligated to deliver actual physical possession of booked unit along with execution of conveyance deed. Thereafter, maintenance agreement was to be executed between the parties including maintenance agency whereby all terms/conditions pertaining to issue of maintenance is detailed




out/agreed by the parties. However, the respondent incorporated clause 5 in the BBA pertaining to maintenance but the charges are not specified in it. Furthermore, admitted fact is that no maintenance agreement got executed between the parties. As on date, no rate for charging of maintenance charges has been fixed. Execution of conveyance deed was the responsibility upon respondent no. 1. No explanation has been provided by the respondent in its written statement as to how and on what basis the demand of maintenance charges has been raised vide letter dated 05.01.2023 that too to the tune of Rs 8,28,009/-. In view of aforesaid observations, Authority concludes that the letter dated 05.01.2023 issued to complainant for maintenance charges is arbitrary/unjustified and is, therefore quashed.


- viii. The complainant is seeking compensation on account of mental agony, harassment and cost of litigation. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors." (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating

Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation .

17. In view of aforesaid observations, Authority concludes that the letter dated 05.01.2023 issued to complainant for maintenance charges is arbitrary/unjustified and hence same stands quashed.
18. **Disposed of.** File be consigned to record room after uploading of the order on the website of the Authority.

  
.....  
DR .GEETA RATHEE SINGH  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]

  
.....  
PARNEET SINGH SACHDEV  
[CHAIRMAN]