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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CM(M) 1144/2017, CM No.37138/2017 (for stay)

RAJAN

..... Petitioner

Through: Ms. Shreya Singh, Mr. Samar Bansal,
Advocates

Versus

R.K. TOWERS INDIA PVT. LTD

..... Respondent

Through: Mr. Yogesh Singh, Mr. B.S. Nagar,
Advocates
Mr. Jaivir Singh/Receiver/
Administrator-in-person

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

13.11.2017

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1. This order is in continuation of the earlier orders dated 16th October, 2017 and 17th October, 2017.
2. Mr. Jaivir Singh, (Retd.) Additional District Judge is present before the Court and states that the petitioner has paid the arrears of maintenance charges but has not paid the annual charges. Attention in this regard is invited to the order dated 5th March, 2003 in the Suit at Pg.58 of the paper book which directs payment of maintenance charges as well as annual charges by the petitioner.
3. I have enquired from Mr. Jaivir Singh, whether the other occupants / owners of flats are paying the said annual charges and the nature thereof.
4. Mr. Jaivir Singh states that all other occupants/owners of flats are paying the said charges and the same are for carrying out repairs / replacement in the building and are in the nature of sinking fund.
5. The counsel for the petitioner states that the petitioner is willing to

pay the annual charges as well and the same were not paid owing to the earlier order aforesaid referring only to maintenance charges.

6. From the aforesaid, it appears that the controversy does not survive and the petition can be disposed of.

7. The counsel for the petitioner states that it is the case of the petitioner that the petitioner is not liable to pay the maintenance charges or the annual charges for the area/rate claimed and now that the said charges are being paid, not to the respondent but to another party, the rights of the petitioner should be protected.

8. Mr. Jaivir Singh to whom charges are being paid is the Receiver appointed by the Court in another proceeding and it is left open to the Suit Court to, at the stage of final decision, consider this aspect. Parties will be at liberty to make their submissions in this regard.

9. On enquiry, it is informed that in the interregnum, no proceedings have taken place in the Suit from which this petition arises.

10. Making it clear that if the petitioner in future does not pay the maintenance or annual charges or any other charges, by whatsoever name, which is demanded from all other owners / occupants, no further indulgence shall be shown to the petitioner, the impugned order dated 27th September, 2017 striking off the defence of the petitioner / defendant to the Suit, is set aside.

11. The petition is disposed of.

Order dasti under the signatures of the Court Master.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 13, 2017/pk..

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