

**IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL,
BENGALURU**

DATED THIS THE 17th DAY OF FEBRUARY, 2021

PRESENT

HON'BLE SRI JUSTICE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL (K-REAT) NO.353/2020

BETWEEN:

M/s Frontier Shelter Pvt. Ltd.,
Represented by its Managing Director,
Mr. Anand Reddy. C, Adult
R/o No.422, 80 Feet Road,
6th Block, Koramangla,
Bengaluru - 560 095

:APPELLANT

(By Smt Lakshmi Shree for M/s Y.R. Sadashiva Reddy Associates, Adv.,)

AND

- ✓ 1. The Real Estate Regulatory Authority, Bengaluru
Situating at No. 1/14, ground floor,
Silver Jubilee Block,
Unity Building, CSI Compound,
3rd Cross, Mission Road,
Bengaluru-560 027
2. Sri Om Prakash Singh,
S/o S.N. Singh,
Aged about 36 years,
Residing at 101,
Classic Comforts Apartment,
Bilekahalli,
Bengaluru - 560 008

:RESPONDENTS

(R1 served, unrepresented)

(Sri R Prasanna Rao, Advocate for R2)



RERA-495



This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal to set aside the order dated 20th May, 2020 in CMP/191121/0003948 passed by the Adjudicating Officer, RERA Respondent No.1.

This appeal coming on for admission this day, the Chairman, passed the following:

JUDGMENT

The promoter has preferred this Appeal challenging the order passed by learned A.O., directing the promoter to return the amount of the allottee with interest.

2. Subsequent to filing of the Appeal, appellant/promoter and 2nd respondent/allottee, after due deliberation and discussion of their dispute pertaining to the subject matter of the Complaint and this Appeal, got the same settled amicably by reducing the terms of settlement into writing by way of filing a detailed Compromise Petition under Order XXIII Rule 3 of the Code of Civil Procedure.

3. The said Compromise Petition signed by the appellant/promoter, 2nd respondent/allottee and learned Counsel appearing for them, is taken on record. Affidavits filed by the promoter and allottee verifying the contents of the compromise as true and correct, are taken on record. Memo filed for refund of the amount deposited by the appellant with this Tribunal while preferring the Appeal is also taken on record.



4. The terms of the compromise were read over to the parties in the language known to them and they have declared that the compromise is out of their free will and volition and it is free from force, mis-representation, undue influence and coercion.

5. The promoter, allottee and learned Counsel appearing for them, pray the Tribunal to dispose of the Appeal in terms of the compromise.

6. In view of the above, following order:

- (1) Appeal stands disposed of in terms of the compromise.
- (2) Compromise Petition and affidavits of the parties verifying the contents of the Compromise Petition are ordered to be treated as part and parcel of this order.
- (3) Office, while issuing copy of this order at the instance of the parties, shall issue the order along with Compromise Petition and affidavits verifying the contents of the Compromise Petition.
- (4) In view of disposal of the Appeal in terms of the compromise, pending I.As., if any, stand disposed of as they do not survive for consideration.
- (5) Registry is hereby directed to release the amount deposited by the appellant with the Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the RERA Act, along with interest, if any, accrued thereon, but by deducting the



amount towards TDS, to the housing loan account of the allottee as per the particulars furnished with the memo, within two weeks from the date of parties furnishing necessary documents such as pan card, etc. and filing declaration for TDS.

- (6) Registry is hereby directed to return the records of RERA, if received.

**Sd/-
HON'BLE CHAIRMAN**

**Sd/-
HON'BLE ADMINISTRATIVE MEMBER**

TRUE COPY

L. H. Suman
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027
24/1/22



**IN THE COURT OF THE HON'BLE KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL AT BANGALORE**

APPEAL (KREAT) No: 353/2020

BETWEN

M/s. Frontier Shelters Pvt. Ltd.,

-- APPELLANT

AND

The Karnataka RERA (R-1)

Om Prakash Singh (R-2)

-- RESPONDENTS

MEMORANDUM OF COMPROMISE PETITION UNDER ORDER XXIII RULE

1 AND 3 OF THE CODE OF CIVIL PROCEDURE, 1908

That the Appellant and Respondent No.2 in the above case jointly submit this Compromise Petition as follows;

1. The Appeal filed by the Appellant to call for the record in CMP/191121/0003948, to dismiss the complainant filed by the Respondent No: 2, Directing the Respondent No: 2 to execute the cancellation agreement pertaining to **Flat No: 4082**, and for the such other reliefs.
2. That this Appellate Tribunal, was pleased to issue summons to the Respondent No: 2 and posted for next date of hearing. Further, the Respondent No: 2 after received the said Summons/ Notice from Hon'ble Appellate Tribunal, the Respondent No: 2 appeared before this Appellate Tribunal along with the Counsel and filed the necessary applications, and posted for the hearing.

Om Prakash Singh

Om Prakash Singh



3. It is further submitted that, after several dates of the hearing this Hon'ble Appellate Tribunal instructed the parties to report the matter about Settlement if any. As per the said Instruction from the Hon'ble Appellate Tribunal, the Respondent No: 2 visited the office of the Appellant, whenever the appointed was communicated by the other side over the mail to Respondent No: 2. Thus on previous date of hearing on 20/01/2021, the matter was adjourned to report settlement on next date of hearing.

4. Further it is submitted that, on 10/02/2021, both the parties along with the counsel appeared before the Hon'ble Appellate Tribunal and with due instruction and directions the matter was settled for the sum of Total amount of **Rs. 50,50,000/- (Fifty Lakhs Fifty Thousand Only)**. It was further submitted before this Appellate Tribunal by the Appellant that already at the time of Appeal and on hearing date Rs. 30,00,000/- (Rupees Thirty Lakhs Only) already deposited before this Appellate Tribunal, and remaining **Rs. 20,50,000/- (Rupees Twenty Lakhs Fifty Thousand Only)** shall be deposited by the Appellant before this Hon'ble Appellate Tribunal within Two Months from today (on or before 10/04/2021). It is further agreed by the Appellant before this Hon'ble Appellate Tribunal that the Appellant shall pay the EMI to the concerned Bank for this Two Months on behalf of the Respondent No: 2.

Om Meekun Singh
B. S. Raju



Memorandum of Payment

**(Mutually Settled towards a sum of Rs. 50,50,000/- (Fifty Lakhs
Fifty Thousand Only))**

- i.** The Appellant already deposited a sum of **Rs. 30,00,000/- (Rupees Thirty Lakhs Only)** before the Hon'ble Appellant tribunal
- ii.** The Appellant shall deposit remaining a sum of **Rs. 20,50,000/- (Rupees Twenty Lakhs Fifty Thousand Only)** within 2 months ^{to the concerned bank. Both the parties mutually agreed to execute cancellation Agreement with 25/02/2021.}
- iii.** The Appellant shall pay the EMI to the concerned Bank of the Respondent No: 2 through RTGS and copy of the EMI deposited receipt shall furnish to the Respondent No: 2 and Hon'ble Appellant Tribunal.

5. It is further submitted that the Appellant has sought for the stipulated period of within 2 months from 10/02/2021 to settle the agreed dues as mentioned in the above averments, in case if the Appellant become default in depositing the said amount before the Hon'ble Tribunal, the Appellant is liable to pay a interest amount at the rate of 18% Per Annum for the agreed amount (i.e., for Rs. 20, 50,000/-) from the date of default till the repayment of the entire due amount as in where in outstanding due amount to the concerned as Hon'ble Tribunal direct to pay.

6. The Appellant and the Respondent No: 2 submit that this Joint Compromise is voluntary entered and submitted before this Hon'ble Appellant Tribunal, not on account of any undue influence, force or coercion and the same is in mutual interest of parties hereto.

Om Prakash firm



Om Prakash firm *Quadrant*



(1)

WHEREFORE, Parties to the above compromise respectfully pray that this Hon'ble Tribunal be pleased to Pass the necessary order in the above Appeal of this Compromise Petition, in the interest of justice.

Umesh Chandra Sanyal
Appellant

Om Prakash
Respondent No: 2

Umesh Chandra Sanyal
Advocate for Appellant

Om Prakash
Advocate for Respondent No: 2

Place: Bangalore

Dated: 17/02/2021



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BETWEN

M/s. Frontier Shelters Pvt. Ltd.,

-- APPELLANT

AND

The Karnataka RERA (R-1)

Om Prakash Singh (R-2)

-- RESPONDENTS

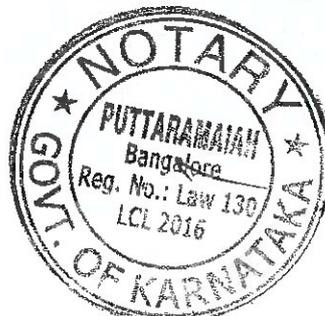
AFFIDAVIT

Authorized
M/s Frontier Shelters Pvt. Ltd., Represented by its *Authorized*
Signature **Mr. Arnav Majumdar** *Signature*
aged about 39 years having registered
office at No: 422, 80Ft Road, 6th Block, Koramanagala, Bengaluru-
560095 do hereby solemnly affirm and state on oath as follows:

1. I submit that, Appellant in the above Appeal case. I am aware of the facts and circumstances of the case and hence, I swearing to the contents of this Affidavit.
2. It is further submitted that the Appeal filed by the Appellant to call for the record in CMP/191121/0003948, to dismiss the complainant filed by the Respondent No: 2, Directing the Respondent No: 2 to execute the cancellation agreement pertaining to **Flat No: 4082**, and for the such other reliefs.

Arnav Majumdar

NO. OF CORRECTIONS *two*



Arnav Majumdar

(c)

3. It is further submitted that, on 10/02/2021, both the parties along with the counsel appeared before the Hon'ble Appellate Tribunal and reported settlement mutually, in presence of respective counsel for the sum of Total amount of **Rs. 50,50,000/- (Fifty Lakhs Fifty Thousand Only)**. The Appellant has already deposited a sum Rs. 30,00,000/- (Rupees Thirty Lakhs Only) before this Appellate Tribunal, and remaining **Rs. 20,50,000/- (Rupees Twenty Lakhs Fifty Thousand Only)** shall be deposited by the Appellant before this Hon'ble Appellate Tribunal within Two Months (on or before 10/04/2021). It is further agreed by the Appellant before this Hon'ble Appellate Tribunal that the Appellant shall pay the EMI to the concerned Bank for this Two Months on behalf of the Respondent No: 2

4. It is further submitted that the Appellant has sought for the stipulated period of within 2 months from 10/02/2021 to settle the agreed dues as mentioned in the above averments, in case if the Appellant become default in depositing the said amount before the Hon'ble Tribunal, the Appellant is liable to pay a interest amount at the rate of 18% Per Annum for the agreed amount (i.e., for **Rs. 20, 50,000/-**) from the date of default till the repayment of the entire due amount as in where in outstanding due amount to the concerned as Hon'ble Tribunal direct to pay.

Wherefore I pray for orders as prayed for in the accompanying application in the interest of justice and equity.



Handwritten signature

I, the deponent herein do hereby verify and declare that what stated above are true and correct to the best of my knowledge, information and belief.

Identified by me
[Signature]
Advocate

[Signature]

Sworn to before me

Bangalore

Date: 16 FEB 2021

SWORN TO BEFORE ME

[Signature]
PUTTARAMAIAH, B.A., LL.B.
ADVOCATE & NOTARY
City Civil Court Complex,
BENGALURU-560009.

16 FEB 2021



NO. OF CORRECTIONS *[Signature]*



**IN THE COURT OF THE HON'BLE KARNATAKA REAL ESTATE
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APPEAL (KREAT) No: 353/2020

BETWEN

M/s. Frontier Shelters Pvt. Ltd.,

-- APPELLANT

AND

The Karnataka RERA (R-1)

Om Prakash Singh (R-2)

-- RESPONDENTS

AFFIDAVIT

Mr. Om Prakash Singh S/o S N Singh, aged about 36 years, residing at #101, Classic Comforts Apartment, Bilekahalli, Bangalore-56, do hereby solemnly affirm and state on oath as follows:

- 1. I submit that, Respondent No: 2 in the above Appeal case. I am aware of the facts and circumstances of the case and hence, i swearing to the contents of this Affidavit.***
- 2. It is further submitted that the Appeal filed by the Appellant to call for the record in CMP/191121/0003948, to dismiss the complainant filed by the Respondent No: 2, Directing the Respondent No: 2 to execute the cancellation agreement pertaining to **Flat No: 4082**, and for the such other reliefs.***

Om Prakash Singh



(9)

3. That this Appellate Tribunal, was pleased to issue summons to the Respondent No: 2 and posted for next date of hearing. Further, the Respondent No: 2 after received the said Summons/ Notice from Hon'ble Appellate Tribunal, the Respondent No: 2 appeared before this Appellate Tribunal along with the Counsel and filed the necessary applications, and posted for the hearing.
4. It is further submitted that, on 10/02/2021, both the parties along with the counsel appeared before the Hon'ble Appellate Tribunal and reported settlement mutually, in presence of respective counsel for the sum of Total amount of **Rs. 50,50,000/- (Fifty Lakhs Fifty Thousand Only)**. The Appellant has already deposited a sum Rs. 30,00,000/- (Rupees Thirty Lakhs Only) before this Appellate Tribunal, and remaining **Rs. 20,50,000/- (Rupees Twenty Lakhs Fifty Thousand Only)** shall be deposited by the Appellant before this Hon'ble Appellate Tribunal within Two Months (on or before 10/04/2021). It is further agreed by the Appellant before this Hon'ble Appellate Tribunal that the Appellant shall pay the EMI to the concerned Bank for this Two Months on behalf of the Respondent No: 2
5. It is further submitted that the Appellant has sought for the stipulated period of within 2 months from 10/02/2021 to settle the agreed dues as mentioned in the above averments, in case if the Appellant become default in depositing the said amount before the Hon'ble Tribunal, the Appellant is liable to pay a interest amount at the rate of 18% Per Annum for the agreed amount (i.e., for Rs. 20, 50,000/-) from the date of default till the

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repayment of the entire due amount as in where in outstanding due amount to the concerned as Hon'ble Tribunal direct to pay.

Wherefore I pray for orders as prayed for in the accompanying application in the interest of justice and equity.

I, the deponent herein do hereby verify and declare that what stated above are true and correct to the best of my knowledge, information and belief.

Identified by me

[Signature]
Advocate

Bangalore

Date: 6 FEB 2021

[Signature]

Sworn to before me

SWORN TO BEFORE ME

[Signature]
PUTTARAMAIAH, B.A., LL.B.
ADVOCATE & NOTARY
City Civil Court Complex,
BENGALURU-560009.

16 FEB 2021



NO. OF CORRECTIONS *N/c*

TRUE COPY

[Signature]
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027

