

IN THE KARNATAKA REAL ESTATE APPELATE TRIBUNAL,
BENGALURU

DATED THIS THE 27th DAY OF JULY, 2021

PRESENT

HON'BLE SRI B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI K P DINESH, JUDICIAL MEMBER

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL NO. (K-REAT) 32/2021

BETWEEN:

M/s Shrivision Towers Private Limited,
No.31, 2nd Main, T.Chowdaiah Road
Near Bashyam Circle, Sadashivanagara
Bengaluru - 560080

Represented by its Authorised Signatory,
Naveen Kumar J.

...APPELLANT

(Rep. by M/s JSM Law Partners, Advocate for appellant)

AND

1. The Karnataka Real Estate Regulatory Authority,
2nd Floor, Silver Jubilee Block,
Unity Building, CSI compound,
Bengaluru 560027.
Represented by its Secretary.

2. Mr. Sanjya Kumar Nayak
And

3. Sangamitra Patra
Flat No. A-005
Dhruvika Mogra Apartment, Itpl Road,
Opposite to Tansi Honda, Hoodi
Bengaluru - 560048.

...RESPONDENTS

(R1 - RERA served, unrepresented)

(M/s Amrit Lal Saha & Associates- Caveator, Advocates for R2 and R3)



RERA-2196

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This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal praying to call for the records and set aside the order dated 03rd August, 2020 passed in CMP/190921/0004235 by respondent No.1-Adjudicating Officer, RERA.

This appeal, coming on for Orders this day, Hon'ble Chairman delivered the following:

J U D G M E N T

The appellant, who is a developer of a real estate project known as "SRIRAM GREEN FIELDS-PHASE 1" has preferred this appeal challenging the order passed by the learned Adjudicating Officer directing the developer to pay delay compensation awarded to Respondents 2 and 3-allottees, by way of interest.

4. Subsequent to the filing of this appeal, the appellant-developer and Respondents 2 and 3, after due deliberation and discussion of their dispute pertaining to CMP/190921/0004235 and this appeal, have got the same settled amicably by reducing the terms and conditions of settlement into writing by way of a detailed Joint Memo.

3. The Joint Memo signed by the authorized signatory of the appellant -developer, respondent No.2-allottee, on his behalf and on behalf of R.3-who is none other than his wife as her authorized signatory

and the learned counsel for the appellant and Respondents 2 & 3 and the authorization letter issued by R.3 in favour of R.2 are taken on record.

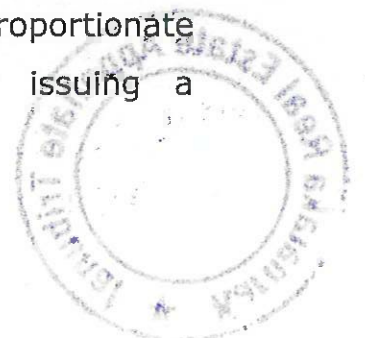


4. The terms of settlement were read over to the parties in the language known to them and they have submitted that the compromise/settlement is entered into between them on their free will and volition and there is no force, misrepresentation, fraud, undue influence or coercion and pray the court that the appeal may be disposed of in terms of the Joint Memo.

5. In view of the above submissions, we pass the following:

ORDER

- i) Appeal is disposed of in terms of the Joint Memo filed in the court today;
- ii) Joint Memo filed by the parties along with the authorization letter issued by R.3 in favour of R.2 is ordered to be treated as part and parcel of this order;
- iii) Parties shall discharge their respective obligations mentioned in the Joint Memo in order to give effect to the compromise and to avoid unnecessary litigation in future;
- iv) In view of disposal of the appeal in terms of compromise petition, pending I.As, if any, stand disposed of as they do not survive for consideration;
- v) Registry is directed to refund the amount deposited by the appellant with this Tribunal while preferring the appeal in part compliance of proviso to Section 43(5) of the RERA Act, along with proportionate interest accrued thereon, if any, by issuing a



cheque/DD in favour of the appellant-company, and hand over the same to the authorized signatory of the appellant-company who has signed the appeal memo and the Vakalath, after following the procedure required for the same.

- vi) Office while issuing certified copy of the order, at the instance of any of the parties, shall issue the same along with copy of the Joint Memo and the authorization letter issued by R.3 in favour of R.2;
- vii) Registry is directed to comply with the provision of Section 44(4) of the Act and to return the record to RERA, if received.

No order as to costs.

Sd/-

HON'BLE CHAIRMAN

Sd/-

HON'BLE JUDICIAL MEMBER

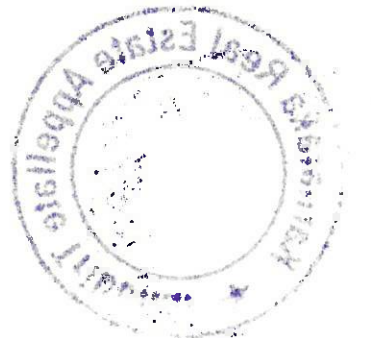
Sd/-

HON'BLE ADMINISTRATIVE MEMBER

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[Handwritten signature]
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027
[Handwritten initials]



BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
BENGALURU

APPEAL No. 32 /2020

FR No. 187 / 2020

BETWEEN:

M/s. Shrivision Towers Private Limited

.... Appellant

AND:

1. Karnataka Real Estate Regulatory Authority

2. Shri Sanjay Kumar Nayak and

Mrs. Sangamitra Pathra

.... Respondents

JOINT MEMO FILED BY THE APPELLANT AND RESPONDENT NO. 2

The Appellant and Respondent No.2 most respectfully submit as follows:

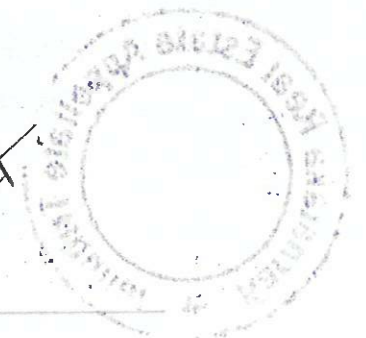
1. The Appellant has filed present appeal challenging the impugned order passed by the 1st Respondent dated 03.08.2019, in CMP/190921/0004235 wherein the learned Adjudication officer has directed the Appellant to pay delay compensation and cost of the case.
2. That during the pendency of the Appeal and after due discussions between the Appellant and Respondent No. 2 along with their counsels have amicably resolved to settle the matter amongst themselves and thereby resolved to solve the dispute. The signing parties have agreed as under and have decided to file the present compromise petition and settle the case in accordance with the same.
3. The Appellant and Respondent No. 2 agreed to settle the appeal as under:
 - a. That as per calculation made by the parties, and set off done, the following further amount is pending from the Respondent No. 2 to Appellant company:

<u>REF. NO.</u>	<u>NO. OF DAYS</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A	279 (from 1 st April 2019 to 5 th Jan., 2020)	Delay compensation builder is supposed to pay to the	5,14,559/-



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		Respondent No. 2 and 3 Mr. Sanjay Kr. Nayak @10.75% and calculated on Rs. 62,62,036/-	
B	NA	Cost as directed by the Court (RERA)	5000/-
C	NA	Balance from complainant Mr. Sanjay Nayak to builder	6,95,893/-
C - (A + B) = D	NA	Balance due from complainant Mr. Sanjay Nayak to the builder	1,76,334/-

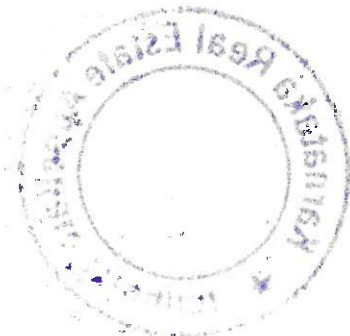
- a. That as per the above tabular calculation enumerated above, an amount of Rs.(5,14,559+ 5,000) = **Rs. 5,19,559/-** is pending from the Appellant to the Respondent No. 2 as delay compensation and cost. Further an amount of Rs. 6,95,893/- is due from the Respondent no 2 and 3 to the Appellant. After adjusting the same, the Respondent No. 2 and 3 has to pay an amount of Rs. 1,76,334/- to the Appellant builder. Thus, the Respondent no. 2 and 3 hereby agree to hand over the Cheque / DD to the Appellant for the balance amount of Rs.1,76,334/- on the date of the registration.
- b. The parties shall go for registration of the apartment on **30th July 2021** or within a period of 21 working days from such date. The actual registration cost towards stamp duty and other government fees shall be borne by the Respondent No. 2 and 3;
- c. That the Respondent No.2 and 3 has no objections to release the Appeal money deposited by the Appellant before this Tribunal while preferring this Appeal and thus the Amount may be released in favour of the Appellant.

d. That there shall be no further payment by any party to the other apart from the one mentioned above, in relation to this proceedings;



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- e. The appellant shall complete the Club House, play areas and land scaping before November 30th, 2021.
- f. That this settlement has been arrived between the Parties with respect to the Delay compensation only and the Complainant/Respondent no. 2 shall have liberty to pursue other claims against the Appellant, if any.
- g. That in case the Appellant fails to comply the provision of this Joint settlement Memo, the respondent No. 2 and 3 shall have right to take all legal remedies in accordance with law and for the same purpose the order passed by the Hon'ble Appellant Tribunal in pursuant to this Joint Settlement Memo shall be considered as Final Order and can be executed in accordance with law;

Wherefore, the Appellant and Respondent No. 2 prays that this Hon'ble Tribunal may be pleased to accept this joint memo, and record the settlement and dispose the above appeal in terms of this Memo, in the interest of Justice and Equity.

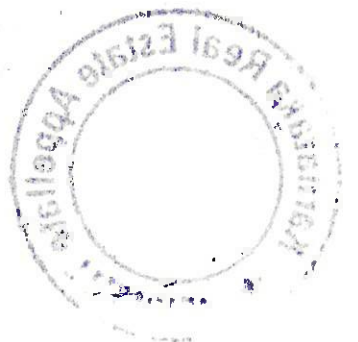
<p>For Shrivison Towers Pvt. Ltd.</p> <p><i>[Signature]</i> Authorised Signatory</p> <p>Appellant</p>	<p><i>[Signature]</i></p> <p>Respondent no. 2</p>
<p><i>Sandeep S.</i> [For Joseph Anthony]</p> <p>Advocate for Appellant</p>	<p><i>Abheek Saha</i></p> <p>Advocate for Respondent no. 2</p>

Place: Bengaluru

Date: 27.07.2021

Enclosed: Authorization





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Amritlal Saha & Associates (Law Firm) <asa.lawoffice@asalaw.in>



Authorization to represent self in KREAT

Sanghamitra Nayak <sanghamitra.nayak9@gmail.com>
To: sanjkn@rediffmail.com
Cc: "asa.lawoffice@asalaw.in" <asa.lawoffice@asalaw.in>

Mon, Jul 26, 2021 at 10:31 AM

Dear Sanjay Kumar Nayak,

I, Sanghamitra Patra, authorize you to represent self in from of the Karnataka Real Estate Appellate Tribunal (KREAT) on 27.7.2021 for signature of the Joint Settlement Memo with Shriram Properties with regards to our flat E-510, Shriram Greenfields, Bommanehalli village, Mandur Post near Budigere cross

Thanks,
Sanghamitra Patra
96200 10789

T/c Sanjay

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S. D. Sreenivasulu Reddy
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027
Asst

27-07-2021, 09:54



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SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027

