

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

**DATED THIS THE 03<sup>rd</sup> DAY OF SEPTEMBER, 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) 310/2020**

**BETWEEN:**

M/s Shivani Developers,  
No. 401, Palace View apartments,  
9<sup>th</sup> Cross Road, H.A.L. 3<sup>rd</sup> Stage,  
Kodihalli, Bengaluru-560 008  
A registered partnership Firm.  
Represented by its Managing Partner,  
Sri.KOTESHWARA RAO PODAPATI,

**...APPELLANT**

(Rep. by Sri.B.N.Suresh Babu, Advocates)

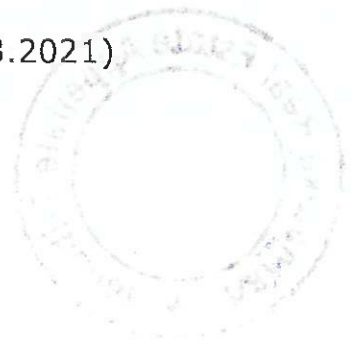
**AND**

1. The Karnataka Real Estate Regulatory Authority,  
No.1/4, 2<sup>nd</sup> Floor, Silver Jubilee Block,  
Unity Building Back side, CSI compound, 3<sup>rd</sup> Cross,  
Mission Road, Bengaluru-560 027.  
Represented by its Secretary.
2. Sri.Prajapati Suresh Kumar  
S/O Chunilal Hirabhai Prapathi,  
Aged Major, Residing at No.13,  
Shivani Sunshine, Chudasandra, Sarjapura,  
Bengaluru-560099.

**...RESPONDENTS**

(R-1-RERA -served unrepresented  
Notice to R-2 is held sufficient vide order dated 15.03.2021)

RERA -2770



This Appeal is filed under Section 44(1) of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal praying to call for the records and set aside the impugned order dated 5<sup>th</sup> June 2020 passed in CMP/180623/0000947 passed by respondent No.1- Adjudicating Officer, RERA.

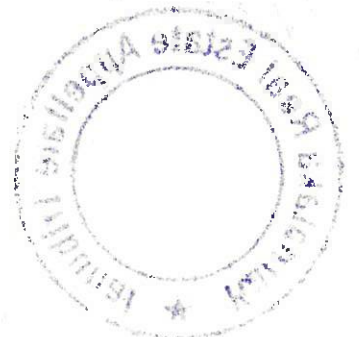
This appeal, coming on for admission this day, Hon'ble Chairman delivered the following:

### **J U D G M E N T**

Appellant who is developer of a Real Estate Project known as "Shivani Sunshine" has preferred this appeal challenging the common order dated 05.06.2020 passed by the RERA in complaint No.CMP/180404/0000648 and other connected matters.

2. Today, a memo signed by Mr.Koteshwara Rao Podapati, Managing Partner of the appellant Partnership Firm and learned counsel appearing for the appellant is filed. To the said memo, a compromise petition entered into between the appellant and 2<sup>nd</sup> Respondent out of court is enclosed.

3. Smt. Shanthamma.J learned counsel for B.N.Suresh Babu learned counsel for appellant and Mr.Koteshwara Rao Podapati, Managing Partner of the appellant company are present before the Court.



4. The memo along with a compromise petition entered into between the parties is taken on record.

5. In view of the memo filed by the appellant, the appeal is dismissed as settled out of court in terms of compromise entered into between the appellant and the 2<sup>nd</sup> Respondent.

6. In view of the dismissal of the appeal, pending I.As if any do not survive for consideration and shall stands disposed of.

7. If the appellant and R-2 applies for certified copy of the order, the same shall be issued along with the copy of the memo dated 03.09.2021.

8. Registrar to comply provisions of Section.44 (4) of the RERA Act.

Sd/-

HON'BLE CHAIRMAN

Sd/-

HON'BLE JUDICIAL MEMBER

Sd/-

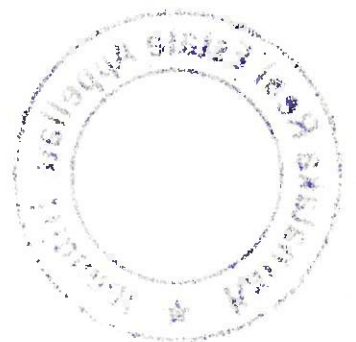
HON'BLE ADMINISTRATIVE MEMBER



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BENGALURU - 560 027  
12/8/21

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**BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL AT  
BENGALURU**

**RERA APPEAL No.310/2020**

**BETWEEN:**

M/s Shivani Developers

APPELLANT

AND

The Karnataka Real Estate Regulatory  
Authority and others

RESPONDENTS

**MEMO**

The above matter is settled between the parties. The second respondent is residing in Gujarath and due to the covid 19 restriction unable to travel to Bengaluru to keep himself present as such the signed scan copy of the compromise petition along with letter of authentication of compromise vide mail is enclosed. The compromise may kindly be accepted through the appellant alone. Hence, the above matter may kind be <sup>dismissed as settled out of the court</sup> off in terms of compromise to meet the ends of justice and equity.

*Shantha J*

BENGALURU

DATE:-3.9.2021

*Shantha J*  
ADVOCATE FOR APPELLANT

*Pb*  
APPELLANT (P. KOTESWARA MA)

*Shantha J*  
RESPONDENT NO.2  
(SURESH PRASADATHY)

**FILED IN THE COURT**  
ON 03.09.2021





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To,

DATE: 03/09/2021

**The RERA APPELLATE TRIBUNAL,**

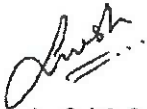
Bengaluru.

Hon'ble Sir,

**Sub:** RERA Appeal No.310/2020, Letter of authentication of the Compromise petition.

Since I am residing out of station, I am unable to be Present before this Appellate Tribunal in person due to covid 19 restrictions. I have read the terms of the compromise petitioner sent to me by Sri. Koteshwara Rao Podapatti, Managing partner of M/s Shivani Developers carefully and I am satisfied with the terms stipulated therein. Hence, I have no objection to accept the compromise in his presence on my behalf also and dispose off the matter interms of the compromise petition. The compromise is accepted by me out of my free will and consent without any fraud or coercion or threat or undue influence.

Thanking you



Your's faithfully

(SURESH PRASTAPATHY)





BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL AT  
BENGALURU

BETWEEN:

RERA APPEAL No. 310/2020

M/s Shivani Developers

APPELLANT

AND


The Karnataka Real Estate Regulatory  
Authority and others

  
RESPONDENTS

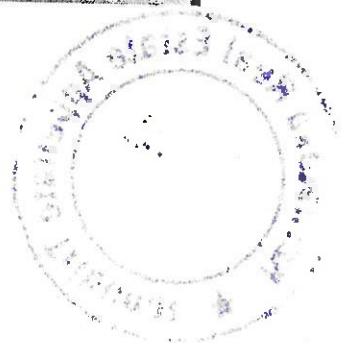
COMPROMISE PETITION FILED BY THE APPELLANT AND  
RESPONDENT NO.2 UNDER ORDER XXIII RULE 3 OF THE CODE OF  
CIVIL PROCEDURE

The appellant and the respondent No.2 above named most respectfully  
submits as follows:-

1. The appellant before this Hon'ble Tribunal is the Developer and  
the second respondent is the purchaser of the Row house constructed  
by the appellant. The respondent No.2 had filed a complaint before the  
first respondent authority against the appellant about pending works of  
providing amenities which were listed in the complaint and  
compensation for the delay in project. During the course of hearing  
before the first respondent the appellant and the respondent No.2  
arrived at a compromise and submitted the same before the first  
respondent. However, the first respondent authority passed the final  
order, as such the appellant has preferred the above appeal.
2. The appellant and the respondent No.2 submit that the appellant  
and the respondent No.2 at the kind intervention of the Hon'ble  
Appellate Authority have once again renegotiated the terms and have  
amicable decided to settle all the disputes. The appellant has agreed to

  
(P. KOTESWARAIAH)

  
SUNEH PRASAD PATHY





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complete the pending works of providing amenities as per the time frame provided here under and the agreed terms and conditions of the compromise are reduced into writing which are as under:-

a. The appellant has agreed to provide power back-up as well as will install the CCTV's on or before 15<sup>th</sup> April 2021.

b. The Children play area work will be completed on or before 31<sup>st</sup> May 2021.

c. The works of providing swimming pool, club house, party hall, Gym, table tennis, Snooker will be commenced simultaneously within 2 weeks from the date of accepting the compromise petition and will be completed within 20<sup>th</sup> September 2021. A detailed break up of work schedule is attached in Annexure A. The Appellant shall carry out work of club house as per the club house elevation plan which is submitted to the Respondent No.2 at the time of execution of sale deed.

d. Is in due a sum of Rs.2,00,000/- (Rupees two lakhs only) to the appellant for providing amenities. Out of which the respondent No.2 have agreed to pay/deposit a sum of Rs.1,00,000/- (Rupees one lakh only) each into within a week from the compromise. The appellants must deposit the remaining amount required for the amenities within 10 days from the date of respondent no. 2 depositing the amount in the above-mentioned escrow account. The balance amount of Rs.1,00,000/- (Rupees one lakh) payable by the respondent No.2 to escrow account bearing No.331201010035720, Union Bank of India, Domlur Branch, Bengaluru having IFSC code: UBIN0533122 in the name of Shriyani Sunshine Amenities Account after completing 50% of club house ect. work

P. K. KOTTELWANA (Adv)

*[Signature]*

SURESH PRASADATHY





c. The respondent No.2 has no objection for removing the status in the official website of the RERA that there is a printing case on the project

f. The appellant shall clear all pending property tax due.

g. The appellant will get Occupancy certificate from BDA within three to four months from the date of disposal of the suit filed by Smt.Rajamma.

h. The appellant will provide to respondent No.2 individual E-Khatha within three to four months from the date of disposal of the suit filed by Smt.Rajamma and it is the appellant's responsibility to pay the property tax till the E-Khatha is transferred to the respondents.

Details of the pending amenities and timelines are morefully provided in Annexure A

3. The appellant and the respondent No.2 will extend the mutual co-operation in completing the project in terms of the above compromise without making allegations against each other.

4. The respondent No.2 is liberty to execute this compromise in the event the appellant failed to adhere to the terms of the compromise.

5. In view of the above settlement the appellant as well as the respondent No.2 undertakes to withdraw all pending litigations against each other.

6. The appellant and the respondent No.2 have filed the above compromise out of their free will and consent without any fraud, coercion or threat or undue influence.

WHEREFORE, the appellant and the respondent No.2 above named most respectfully pray that this Hon'ble Appellate Authority may be

Pb  
(P. KOTTEJANA MA)

*[Signature]*

SUNESH PRADHAPATHY





pleased to modify the impugned order passed by the first respondent  
in terms of the above compromise in the interest of justice and equity.

BENGALURU

DATE: 04/08/2021

ADVOCATE FOR APPELLANT

  
APPELLANT

P. KOTESWARA A.V.

  
RESPONDENT NO.2

SURESH K. NARAYANA

ADVOCATE FOR RESPONDENT NO.2

VERIFICATION

The appellant and the respondent No.2 do hereby verify and declare  
that what is stated above is true and correct to the best of their  
knowledge, information and belief which they believe to be true.

BENGALURU

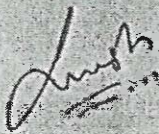
DATE: 04/08/2021

  
APPELLANT

P. KOTESWARA A.V.

  
RESPONDENT NO.2

SURESH K. NARAYANA





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# ANNEXURE -A

Sl.no.	Work	Date Commencement	Date complete
1	Power backup generator		15-Apr-2021
2	CCTV security camera		15-Apr-2021
3	Children play area		31-May-2021
4	Party hall, Gymnasium, Table Tennis, Snooker, Swimming pool	Within 2 Weeks from signing the compromise	20-Sep-2021
5	External painting	01-Apr-2021	31-June-2021
6	Electric motors replacement for STP		31-May-2021
7	Outlets for STP		30-Jun-2021
8	Provisions for Cauvery water connection		30-Jun-2021

BENGALURU

DATE-04.8.2021

APPELLANT RESPONDENT NO.2

P. KOTESWANAIAH

SUREJA K. K. K. K.

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