

IN THE KARNATAKA REAL ESTATE APPELATE TRIBUNAL,
BENGALURU

DATED THIS THE 25th DAY OF AUGUST 2021

PRESENT

HON'BLE JUSTICE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE K P DINESH, JUDICIAL MEMBER

AND

HON'BLE P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL (K-REAT) NO. 307/2020

BETWEEN

M/s Shivani Developers,
No. 401, Palace View apartments,
9th Cross Road, HAL 3rd Stage, Kodihalli,
Bengaluru - 560 008.

A Registered Partnership Firm
Represented by its Managing Partner,
Sri Koteswara Rao Padapati,

APPELLANT

(By Sri B N Suresh Babu, Adv for Appellant)

AND

1. The Karnataka Real Estate Regulatory Authority,
No.1/4, 2nd Floor, Silver Jubilee Block,
Unity Building, CSI Compound,
Bengaluru-560 027.
Represented by its Secretary

2. Sri Sunil Sarat P,
S/o Father name not known,
Aged Major,
Residing at No. 27,
Shivani Sunshine,
Chudasandra, Sarjapura,
Bangaluru - 560 099.

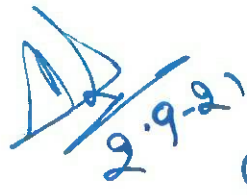
RESPONDENTS

(R1-RERA served, unrepresented)

(Sri Siddanooru Vishwanath & Sri Raghunandan Adv for R2)



RERA-3615



502
3/9/21



This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal to set aside the impugned order dated 05th June, 2020 passed in Complaint No. CMP/181206/0001724 by respondent No.1-Authority.

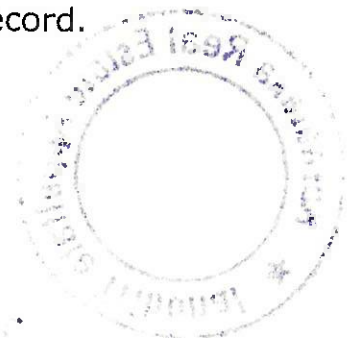
This Appeal, coming on for Orders, this day, the Hon'ble Chairman, delivered the following:

J U D G M E N T

The appellant, who is promoter of a real estate project known as "SHIVANI SUNSHINE" has preferred this appeal challenging the common order dated 05th June, 2020 passed by the Authority in CMP/181206/0001724.

2. Subsequent to the filing of this appeal, the appellant-promoter and Respondent No.2-allottee of a flat in the project undertaken by the appellant, after due deliberation and discussion of their dispute pertaining to CMP/181206/0001724 and this appeal, have got the same settled amicably by reducing the terms and conditions 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 Compromise Petition signed by the Managing Partner of the appellant-promoter, respondent No.2-allottee and learned counsel appearing for the appellant and respondent no.2 is taken on record.

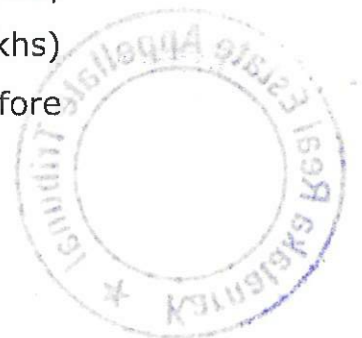


4. The terms of compromise petition were read over to the Appellant and Respondent No.2, who are present in the court, in the language known to them and they have submitted that the compromise is entered into between them on their free will and volition and there is no force, misrepresentation, fraud, undue influence or coercion and pray the court that the appeal may be disposed of in terms of the Compromise Petition.

5. The appellant, 2nd respondent and the learned counsel appearing for them pray the Tribunal to dispose of the above appeal in terms of the compromise petition. Accordingly, we pass the following:

ORDER

- 1) Appeal is disposed of in terms of the Compromise Petition filed in the court today;
- 2) Compromise Petition filed by the Appellant-Promoter and Respondent No.2-allottee, is ordered to be treated as part and parcel of this order;
- 3) Appellant and Respondent No.2 shall discharge their respective obligations incorporated in the Compromise Petition in order to give effect to the compromise and to avoid unnecessary litigation in future;
- 4) This compromise is subject to encashment of Cheque bearing No.646840 drawn to Canara Bank, Domlur, for a sum of Rs. 4,00,000/- (Rupees four lakhs) payable by the appellant to 2nd respondent, before 15th November, 2021;



- 5) 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;
- 6) Office while issuing certified copy of today's order, at the instance of any of the parties, shall issue the same along with a copy of the Compromise Petition.
- 7) Registry is hereby 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/-

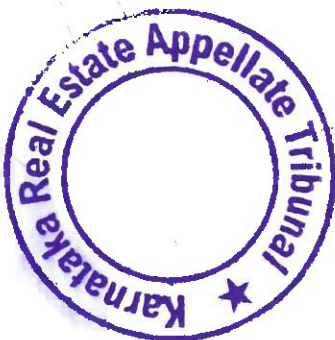
HON'BLE JUDICIAL MEMBER

Sd/-

HON'BLE ADMINISTRATIVE MEMBER

"TRUE COPY"

Sd/-
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU - 560 027



669

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL AT BENGALURU

RERA APPEAL No. 307/2020

BETWEEN:

M/s Shivani Developers

RN
(P. KOTESWARA NA) APPELLANT

AND

The Karnataka Real Estate Regulatory Authority and others

RESPONDENTS

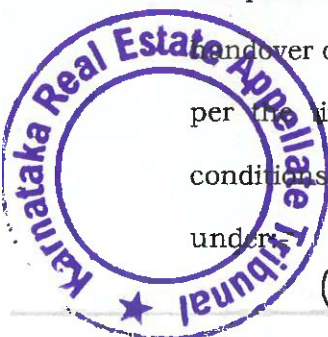
COMPROMISE PETITION FILED BY THE APPELLANT AND RESPONDENT NO.2 UNDER ORDER XXIII RULE 3 OF THE CODE OF CIVIL PROCEDURE

FILED IN THE COURT
ON 25.08.2021.

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 no. 46 constructed by the appellant. The respondent No.2 had filed a complaint before the first respondent authority against the appellant about pending sale deed registration, pending work and 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 amicably decided to settle all the disputes. The appellant has agreed to complete the registration of sale deed, completion of pending works and handover of the row house and 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



RN
(P. KOTESWARA NA) *Hele* (Sunil Sanchetkar)



a. The appellant has agreed to provide power back-up as well as will install the CC TV's on or before 15th April 2021.

b. The Children play area work will be completed on or before 31st 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 20th 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 Shivani Sunshine Amenities Account after completing 50% of club house ect. work

e. The respondent No.2 has no objection for removing the status in the official website of the RERA that there is a pending 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.

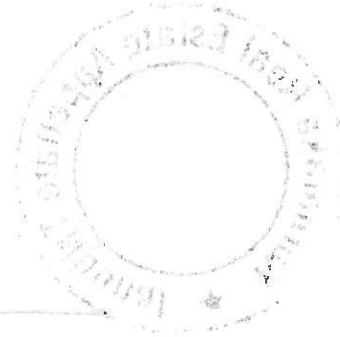


[Handwritten signature]

(K. S. TESLARA MO)

[Handwritten signature]

(Sunil Sceretta)



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

i. the appellant will complete pending works in the correspondent no/2, unit no. 46 before 8th October 2021.

j. the appellant will clear the due of is 4 Lakhs before 15th November 2021. paid by way of cheque No. 646840 drawn on

Canara Bank, Dombivli

(Smt. RAJAMMA MAU)

(Smt. RAJAMMA MAU)

k. the appellant will provide the KEB NOC by 16th August or 18th August 2021

1. the appellant is hereby undertake to complete the registration of correspondent No.2 unit (row house no.46) before 16th August 2021 or 18th August rough draft will be submitted to RERA appellant tribunal and case will be closed after submitted the executed sale deed copy

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



(Smt. RAJAMMA MAU)

(Sunil Sceratta)



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

BENGALURU

DATE:-12/08/2021

Shankar J.

ADVOCATE FOR APPELLANT

[Signature]

ADVOCATE FOR RESPONDENT NO.2

[Signature]
APPELLANT

(P. KOTESWARA MAI)

[Signature]

RESPONDENT NO.2

(Sunil Serrath)

VERIFICATION

The appellatant 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:-12/08/2021

[Signature]
APPELLANT

(P. KOTESWARA MAI)

[Signature]

RESPONDENT NO.2

(Sunil Serrath)



665

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	Outlet for STP	-	30-Jun-2021
8	Provisions for Cauvery water connection		30-Jun-2021

BENGALURU

DATE:-12.8.2021

Pb
APPELLANT

rajat
RESPONDENT NO.2

(*1-KOTESWARA MA*)

(*Sunil Soreeth*)

"TRUE COPY"

L. K. Srinivas
**SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU - 560 027**



"TRUE COPY"

SECTION CLERK
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BANGALURU - 560 037

