

IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL,
BENGALURU

DATED THIS THE 17th 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) 17/2021

BETWEEN:

Dinesh D Ranka,
R/a The Estate, 10th Floor,
Dickenson Road, Yellappa Garden,
FM Kariyappa Colony,
Bengaluru-560 042
Represented by GPA holder
Nishant Ranka

...APPELLANT

(By Sri. Harish for M/S. Ashlar Law Advocate for appellant)

AND

1. Mr.Partha Chowhan,
2. Mrs. Arpitha Chowhan,

Both residing at No.P-2,
Block-1, BSR Splendour Park,
108/1, Vijaybank Colony Extension,
Horamavu,
Bangalore Urban-560043

Karnataka Real Estate Regulatory Authority,
No.1/14, 2nd Floor, Silver Jubilee Block,



REERA-2929

24.9.21

US 3/21

Unity Building Back side,
CSI compound, 3rd Cross,
Mission Road, Bengaluru-560 027.
Represented by its Secretary.

4. M/S Kolte Patil Developers Limited,
No.17, City Point, 2nd Floor,
Dhole Patil Road, Pune-411001

Branch Office at
No.22/11, 1st Floor, Park West Building,
Vital Mallya Road, Bangalore-560001
Represented by its Director Mr. Naresh Patil,
who is represented by POA holder
Mr. B.C. Jagadisha.

..RESPONDENTS

(Smt. Anitha, for M/S. Trail Base, Advocate
for Respondents-1 & 2,
Respondent-3 RERA served
Respondent-4 represented by POA holder B.C. Jagadeesha)

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 also praying to allow this appeal, set aside the order dated 28th October, 2020 passed by the RERA, Bengaluru in CMP/200224/0005523.

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

J U D G M E N T

The appellant, who is landowner of a real estate project known as "KOLTE PATIL MIRABILIS" has preferred this appeal



challenging the impugned order dated 28th October, 2020 passed by the Karnataka Real Estate Regulatory Authority (for short 'the RERA') in CMP/200224/0005523, directing the appellant and fourth respondent (developer) to execute and get registered a sale deed in respect of flat No.A-1101 in "A" Block on the 11th floor of the said project in favour of Respondents-1 and 2 herein.

2. Respondent No.3 RERA though served remain unrepresented. Respondent No.4 (developer) is represented by its GPA holder Sri. B.C. Jagadeesha.

3. Sri. Harish, Advocate for M/S. Ashlar Law Advocates, the learned counsel appearing for the appellant-landowner, Sri. Nishant Ranka, GPA holder of Dinesh D. Ranka, Smt. Anitha, the learned counsel appearing for the allottees (respondents 1 and 2), Sri. Partha Chowhan (Respondent No.1), Sri. Jagadeesha, GPA holder of developer-respondent No.4 who are all present in the Court submit that subsequent to filing of this appeal the landowner, developer and allottees, after due deliberation and discussion of their dispute pertaining to Compliant No. CMP/200224/0005523 and this appeal, have got settled their dispute by reducing the terms of settlement into writing by way of filing a Compromise Petition, signed by Sri. Nishant Ranka, GPA holder of the appellant, learned counsel for the appellant, 1st Respondent-allottee for himself and

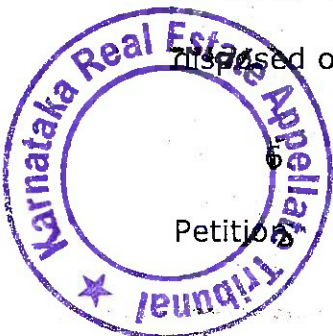


also on behalf of respondent No.2 who is none other than his wife, counsel for the respondent Nos.1 and 2, Sri. Jagadeesha, GPA holder of developer (respondent No.4).

4. Sri. Partha Chowhan (1st respondent-allottee) submits that respondent No.2 who is none other than his wife is having a small child and hence, she is unable to come to the Court today and as such, she has issued a written authorization in his favour authorizing him to represent her in the Court today and to sign the compromise petition on her behalf. The memorandum of compromise petition filed under Order XXIII, Rule 3 of the Code of Civil Procedure and the written authorization of Respondent No.2 are taken on record.

5. The terms of Compromise Petition are read over to the GPA holder of the appellant, Respondents-1 and 2-allottees and the GPA holder of the developer/respondent No.4 who are present in the court, in the language known to them and they have stated that the settlement entered into between them is on their free will and volition and there is no force, misrepresentation, fraud, undue influence or coercion and pray the Tribunal that the appeal may be disposed of in terms of the Compromise Petition.

As per the terms and conditions of the Compromise the appellant-landowner along with the developer



(respondent No.4) have agreed to execute a tripartite sale deed in favour of respondents-1 and 2-allottees without demanding any additional money within four weeks from the date of this compromise petition.

7. In view of the above submissions and the terms of the Compromise Petition, we pass the following:

ORDER

- 1) Appeal stands allowed in terms of the Compromise Petition filed in the court today;
- 2) The Compromise Petition filed is ordered to be treated as part and parcel of the order passed today;
- 3) Appellant-landowner, respondents-1 and 2-allottees and respondent No.4-developer shall strictly adhere to the terms of compromise and 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) In view of disposal of the Appeal in terms of Compromise Petition, pending I.As, if any do not survive for consideration and shall stand disposed of;
- 5) Registry, while issuing certified copy of today's order, at the instance of the parties, shall issue the same along with the copy of the Compromise Petition and



authorization given by respondent No.2 in favour of respondent No.1;

- 6) 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. H. Anand
SECTION OFFICER 23/9/2014
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU - 560 027



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IN THE HON'BLE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL, AT BENGALURU

Appeal No.17/2021

Between:

Dinesh D Ranka
Residing at,
The Estate, 10th floor,
Dickenson Road, Yellapa Garden,
FM Kariyappa Colony,
Bengaluru – 560 042
Represented by GPA holder
Nishant Ranka

...Appellant

And

1. Mr. Partha Chowhan
2. Mrs. Apritha Chowhan

Both residing at,
No. P-2, Block 1,
BSR Splendour Park,
108/1, Vijaya Bank Colony Extention,
Horamavu,
Bengaluru Urban – 560 043

3. Karnataka Real Estate Regulatory Authority
#1/14, 2nd floor, Silver Jubilee Block,
Unity Building Backside, CSI Compound,
3rd cross, Mission Road,
Bengaluru – 560 027

4. M/s. Kolte Patil Developers Limited
No. 17, City Point,
2nd floor, Dhole Patil Road,
Pune – 411 001

Branch Office at,
No. 22/11, 1st floor,
Park West Building,
Vital Mallya Road,
Bengaluru – 560 001
REPRESENTED BY ITS DIRECTOR,
WHO IS REPRESENTED BY
ITS POA MR. JAGADISH.

**FILED IN THE COURT
ON 17.09.2021**


...Respondents

Adv for Appellant

17/19

Adv for Respondent

R4



R Ranka
(Appellant)

Adv For R1 AND R2

**MEMORANDUM OF COMPROMISE PETITION UNDER ORDER XXIII RULE 3
OF THE CODE OF CIVIL PROCEDURE**

1. It is submitted that the Karnataka Real Estate Regulatory Authority the Respondent No. 3 herein had passed a common Impugned Order dated 28.10.2020 in both 8CMP/200224/0005523 and CMP/200301/0005610, wherein a direction was passed against the Appellant herein who is the land owner and M/s. Kolte Patil Developers Limited (The Respondent No.4) who is the developer in the project named as MIRABILIS, under Section 37 of the Real Estate (Regulation and Development) Act, 2016 ("Act"), whereby both the Appellant and the Respondent No.4 were asked to execute a tripartite sale deed with respect to the unit of the Respondent Nos 1 and 2 herein, in the project, despite the units falling in the landowners share whereby Appellant/landowner having complete right, interest and title to convey the said units in his individual capacity.
2. It is submitted that the Respondent Nos.1 and 2 had entered into a Sale Agreement dated 18.08.2016 with the Appellant and the Respondent No.4, by virtue of which the Respondent Nos.1 and 2 had agreed to purchase a three-bedroom Apartment No. A-1101 on the 11th Floor in 'A' Block in the project named as MIRABILIS ("Apartment").
3. It is submitted that at the time of execution of the final Sale Deed with respect to the Apartment, the Appellant proposed to execute a bi-partite Sale Deed which was not acceptable to the Respondent Nos.1 and 2 and the Respondent Nos.1 and 2 preferred CMP/200224/0005523 which was adjudicated before the Karnataka Real Estate Regulatory Authority wherein the above mentioned common Impugned Order dated 28.10.2020 was passed. Being aggrieved by the said common Impugned Order, the Appellant herein preferred this present Appeal.
4. It is submitted that subsequent to the institution of this present Appeal, the Appellant along with Respondent No.4 has now agreed for the execution of a Tripartite Sale Deed with the Respondent Nos.1 and 2 with a view to avoid un-necessary prolonged litigation and in view of arriving at an amicable settlement.



[Handwritten Signature]
R (4)
[Handwritten Signature]
(Appellant)

[Handwritten Signature]
ADV FOR
R1 AND
R2

5. It is submitted that the Appellant has taken the decision of execution of the Tripartite Sale Deed at the request of the Respondent Nos.1 and 2 and the Respondent Nos.1 and 2 have agreed not to question the right, interest and title that lies with the Appellant to convey the units that fall within the share of the Appellant in an individual capacity, i.e. by way of execution of a Bi-partite Sale Deed. Further, Respondent No.4 has agreed to execute the Tripartite Sale Deed only at the request of the Appellant and Respondent No.1 and 2 and the act of executing such Tripartite Sale Deed shall not make Respondent No.4 to execute any such writing in favour of any of the purchase of any other apartment in the project named MIRABILIS.
6. It is submitted that the Respondent No.1 and 2 further agree and understand that the Hon'ble Appellate Tribunal has not has given any direction/order or commented upon the right, interest and title that lies the Appellant to convey the units those fall in to shares in an individual capacity, i.e. by way of execution of a Bi-partite Sale Deed.
7. It is submitted that the Respondent Nos.1 and 2 agrees not to disclose the terms of compromise to any other allottees/purchasers/buyers and/or to induce other allottees/purchasers/buyers to seek for/demand for an execution of a Tripartite Sale Deed with respect to conveyance of their apartments in the project named MIRABILIS.
8. It is submitted that the Appellant agrees not to demand for any additional money from the Respondent Nos. 1 and 2 either at the time of registration of the Sale Deed or at a later date, in addition to the agreed sale price as per the Agreement. It is further submitted that the responsibilities, liabilities and obligations of the Respondent No. 4 in the proposed tripartite sale deed shall be limited to what is agreed under the Joint Development Agreement dated 3.4.2010 entered into with the Appellant.
9. It is submitted that Appellant, Respondent No.1 and Respondent No.2 fully understand that by entering into this compromise and subsequent closure of the proceedings before this Hon'ble Appellate Tribunal, would not amount to setting of a precedent of any nature whatsoever that would be detrimental to right, interest and title that lies with the Appellant to convey the units that fall within the share of the Appellant in an individual capacity, i.e. by way of

H. Adv for Appellant



per R4

Ravi (Appellant)

Adv For R1 AND R2

execution of a Bi-partite Sale Deed and/or any other right title and/or interest of Respondent No.4.

10. It is submitted that a date for execution of the Sale Deed may be fixed within 4 weeks of the date of this Compromise Petition.

WHEREFORE, it is respectfully prayed that this Hon'ble Tribunal may be pleased to pass an Order allowing this Compromise Petition by recording the terms and conditions of the compromise and pass such appropriate orders in the above Appeal in pursuance of this Compromise Petition, in the ends of justice and equity.

For the kindness of which the parties would remain obliged.



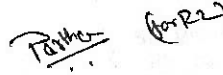
Advocate for Appellant



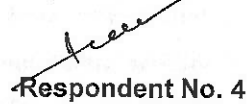
Advocate for Respondent
Nos 1 and 2



Appellant



Respondent Nos 1 and 2



Respondent No. 4

Place: Bengaluru

Date: 17.09.2021

VERIFICATION

I, Nishant Ranka, S/o Dinesh Ranka, aged about 41 years the Power of Attorney Holder for the Appellant do hereby verify that the contents of paragraphs 1-9 are true to my personal knowledge belief and that I have not suppressed any material facts.

Place: Bengaluru

Date: 17.09.2021



APPELLANT



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IN THE HON'BLE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL, AT
BENGALURU

Appeal No.17/2021

Between

Dinesh D Ranka

...Appellant

And

Mr. Partha Chowhan and Ors

...Respondents

VERIFYING AFFIDAVIT

I, Nishant Ranka, S/o. Mr. Dinesh Ranka, aged about 41 years, residing at Flat No. 1503, Embassy Habitat, 59, Palace Road, Bengaluru – 560 001 the Power of Attorney holder of the Appellant in the above Appeal, do hereby solemnly affirm and state on oath as follows:

1. I submit that I am the GPA holder of the Appellant in the above appeal and I am aware of the facts and circumstances leading to the filing of the above appeal, hence, I am competent to swear to this affidavit.
2. I submit that the averments made in Paragraphs 1 to 9 of the Memorandum of Compromise Petition are true and correct to the best of my knowledge, information and belief.

I, the deponent named above, do hereby verify and affirm that the contents of the affidavit are true and correct to the best of my knowledge, information and belief and this is my name and signature. I swear accordingly.

Identified by me



ADVOCATE



DEPONENT

Place: Bengaluru

Date: 17.09.2021



"TRUE COPY"


SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU - 560 027
22/9/21

