

IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL,  
BENGALURU

DATED THIS THE 20<sup>th</sup> DAY OF DECEMBER, 2021

PRESENT

HON'BLE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL NO. (K-REAT) 386/2020

**BETWEEN:**

M/S Godrej Properties Limited,  
A company incorporated under the  
provisions of the Companies Act, 1956,  
having its registered office at GODREJ ONE,  
5<sup>th</sup> Floor, Pirojshanagar,  
Eastern Express, Highway Vikroli,  
Mumbai-400079  
Represented by its Authorized signatory  
Mrs. Padmavathi L

**...APPELLANT**

(Rep. by Sri.K.R.Lakshmana Rao, for M/s MRP LEGALIS,  
Advocates)

**AND**

1. Mr.Pradeep Kumar Gupta,  
Gupta House, Survey No.51-A,  
Meetha Nagar, Kondwa Khurd,  
Pune-411048.

2. The Secretary,  
Karnataka Real Estate Regulatory  
Authority, Bangalore,  
No.1/14, Ground Floor,  
Silver Jubilee Block, Unity Building,  
CSI compound, 3<sup>rd</sup> Cross,  
Mission Road  
Bengaluru-560 027.

**...RESPONDENTS**

(Miss. Leelu Devi for M/S George and company, advocate, for R.1)  
(R-2- RERA served, unrepresented)



RERA-3850

30-12-21  
HS  
30/12

This Appeal is filed under Section 44 (1) of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal praying to set aside the impugned order dated 29.09.2020 passed by the A.O, RERA in complaint No. CMP/200108/0005167.

This appeal, coming on for arguments today, the Hon'ble Chairman delivered the following:

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

The appellant, who is developer of a real estate project known as "GODREJ AQUA" has preferred this appeal challenging the impugned order dated 29.09.2020 passed by the learned Adjudicating Officer, directing the appellant to pay a sum of Rs.4,50,000/- to the 1<sup>st</sup> respondent with interest at 2% above the MCLR of SBI from the date of payment till realization.

2. The 2<sup>nd</sup> respondent RERA though served remain unrepresented.

3. Subsequent to filing of this appeal, the appellant/promoter and the 1<sup>st</sup> respondent/allottee, after due deliberation and discussion of their dispute pertaining to the subject matter of complaint No. CMP/200108/0005167 and this appeal got the same settled amicably by reducing the terms of settlement into writing by way of filing a joint memo of compromise signed by Mrs. Padmavathi L, the authorized signatory of the appellant, learned counsel for the appellant and the learned counsel for 1<sup>st</sup> respondent/allottee.



4. Learned counsel appearing for the promoter and for the 1<sup>st</sup> respondent/allottee submit that subsequent to the filing of this appeal the promoter and allottee, after due deliberation and discussion of their dispute pertaining to Compliant No. CMP/200108/0005167 and this appeal, in their presence have got settled their dispute by reducing the terms of settlement into writing by way of filing a Joint Memo of compromise. E-mail correspondence addressed by 1<sup>st</sup> respondent to this Tribunal, stating that since he is temporarily staying in USA and he is not in a position to make his personal appearance in the matter and therefore he is authorizing his counsel Miss.Leelu Devi M of M/s George and Co., Advocate, who represents him in the appeal to sign the Joint Memo of Compromise and represent him. Email copy of the letter is enclosed to the joint Compromise memo and they have taken on record.

5. The terms of Joint Memo of compromise are read over to the Appellant and the advocate who appears on behalf of 1<sup>st</sup> respondent who are present in the court, in the language known to them and they have stated that the Joint Memo of compromise entered into between the promoter and allottee 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 Joint Memo of compromise.



6. In the joint Memo of compromise it is stated that as a special case, the appellant has settled the claim of the 1<sup>st</sup> respondent and prayed the Tribunal that the same may be restricted only to the present case and not applicable to any other cases.

7. As per the Joint Memo of compromise, it is stated that a sum of Rs. 5,25,000/- has been deposited by the appellant with this Tribunal in compliance of proviso to Section 43(5) of the RERA Act, and pray the Tribunal that out of the said amount a sum of Rs.4,75,000/- (Rupees Four lakhs seventy five thousand) may be released in favour of 1<sup>st</sup> respondent- allottee and remaining amount of Rs.50,000/- (Rupees Fifty thousand) with interest accrued on the whole amount thereon may be ordered to be released in favour of appellant- company. Further, since the 1<sup>st</sup> respondent is staying in USA, the Banker's cheque/DD may be drawn in his name and it may be handed over to his Advocate, who is representing him in the appeal who has undertaken to put the Banker's cheque/DD into the Bank account of the 1<sup>st</sup> Respondent.

8. In view of the above submissions and the terms of the Joint memo, we pass the following:

**ORDER**

- 1) Appeal stands disposed of in terms of Joint Memo of compromise filed in the court today;



- 2) The Joint Memo of compromise filed along with the e-mail correspondence of the 1<sup>st</sup> respondent is ordered to be treated as part and parcel of this order;
- 3) As per the compromise, out of the amount deposited by the appellant with this Tribunal in compliance of proviso to Section 43(5) of the RERA Act, a sum of Rs.4,75,000/- (Rupees Four lakhs seventy five thousand) is ordered to be released in favour of 1<sup>st</sup> respondent by issuing a Banker's cheque or D.D in his name and hand over the same to Miss. Leelu Devi, learned Advocate for 1<sup>st</sup> respondent and remaining amount with interest if any accrued on the entire amount of deposit is ordered to be released in favour of appellant- company by way of Banker's of cheque or D.D drawn in the name of the company and the same shall be handed over to the authorized signatory of the appellant-company, who has signed the memorandum of appeal and vakalath after following the procedure required for the same.
- 4) Appellant and Respondent No.1 shall discharge their respective obligations incorporated in the Joint Memo of compromise in order to give effect to the compromise and to avoid unnecessary litigation in future;
- 5) The undertaking given by the learned counsel for the 1<sup>st</sup> respondent to the effect that immediately after receipt of the bankers cheque/DD from the Registry of this Tribunal, on behalf of the 1<sup>st</sup> respondent, she would deposit the same to the bank account of the 1<sup>st</sup> respondent is placed on record;



- 6) In view of disposal of the Appeal in terms of Joint Memo, pending I.As, if any do not survive for consideration and shall stand disposed of;
- 7) 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 joint memo of compromise and authorization given by respondent No.1 in favour of counsel for respondent No.1;
- 8) In the event of either appellant or 1<sup>st</sup> respondent filing a memo or brining this order to the notice of the authority in execution petition filed by the 1<sup>st</sup> respondent in connection with complaint No. CMP/200108/0005167 the authority shall close the execution petition as fully satisfied;
- 9) The appellant-company is at liberty to move the RERA/concerned authority for release of the wrongly deposited sum of Rs.1,60,000/- (Rupees one lakh sixty thousand) in Khajane II account, while preferring this appeal.
- 10) 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 ADMINISTRATIVE MEMBER

"TRUE COPY"

*[Handwritten Signature]*  
SECTION OFFICER  
KARNATAKA REAL ESTATE  
APPELATE TRIBUNAL  
& BENGALURU - 560 027

24/11/24





**IN THE REAL ESTATE APPELLATE TRIBUNAL AT BANGALORE**

APPEAL No.386/2020 (RERA)

**BETWEEN**

**M/s Godrej Properties Limited**  
Represented by its Authorized Signatory  
Mrs Padmavathi L

Appellant

**AND**

**Mr. Pradeep Kumar Gupta and another**

Respondents

**JOINT MEMO OF COMPROMISE**

The Parties to the Lis submit as hereunder :

1. The Parties submit that the above Appeal is filed by the Appellant herein aggrieved by the Order dated 29/09/2020 passed the Respondent No.2 in CMP/200108/0005167.

2. The Parties submit that the Respondent No.1 has represented and requested the Appellant herein to settle the dispute amicably (

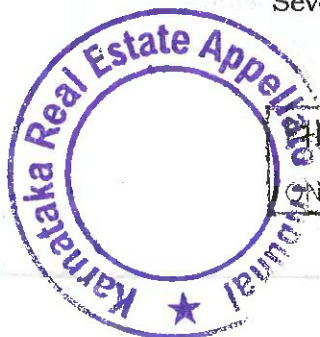
and requested to consider his case as special case and sought for a full and final settlement amount of Rs.4,75,000/- (Rupees Four Lakhs Seventy Five Thousand only) as a refund amount from the total booking amount of Rs.5,00,000/- (Rupees Five Lakhs only). The Appellant

considering the case of the Respondent No.1 as a special case has agreed to amicably settle the dispute.

3. The Parties submit that on the request of the Respondent No.1 and considering his request for settlement as a special case the Appellant has agreed to refund an amount of Rs.4,75,000/- (Rupees Four Lakhs Seventy Five Thousand only) to the Respondent No.1 in full

(K.R. Lakshmana Rao)

(Keelu Devi M)



FILED IN THE COURT  
ON 20-12-2021

(Padmavathi L)

and final settlement of all his claims and the Respondent No.1 has accepted the same as full and final settlement. The Respondent No.1 has agreed that he is not entitled for any further amounts or interest of what so ever in nature and all his claims of what so ever in nature as against the Appellant is settled. The Respondent No.1 further submits that as the Respondent No.1 does not have any claims of what so ever in nature against the Appellant, the Appellant is at liberty dispose off the Flat involved in the dispute to any other prospective purchaser if not already alienated.

f, 4. The parties submit that the dispute is settled as an exceptional special case for the above said reasons and the same shall be applicable to the present case for Respondent No.1 only and the same should not be a precedent to other cases and also to the parties in the project under lis and all other projects of the Appellant.

f 5. The Parties submit that the Appellant herein has deposited an amount of Rs.5,25,000/- (Rupees Five Lakhs Twenty Five Thousand Only) before this Hon'ble <sup>Tribunal</sup> Authority and craves leave of this Hon'ble <sup>Tribunal</sup> Authority to direct the office of this Hon'ble Authority to release the said amount as hereunder :


a. Rs.4,75,000/- (Rupees Four Lakhs Seventy Five Thousand Only) to the Respondent No.1

b. Rs.50,000/- (Rupees Fifty Thousand Only) along with the accrued amount of interest to the Appellant herein.


f c. And also all other balance amounts to the Appellant. which was wrongly deposited in the name of Rs. 1,60,000/-

6. The Parties submit that in view of the above settlement, the execution petition filed by the Respondent No.1 before



  
(Padmaratni.L)




f Respondent No.2 i.e., adjudicating officer does not survive and the Respondent No.1 has undertaken to withdraw/close the same. shall stand dismissed. 


7. The parties have filed this Joint memo on their own volition and there is no force, undue influence or coercion in filing this Joint memo.

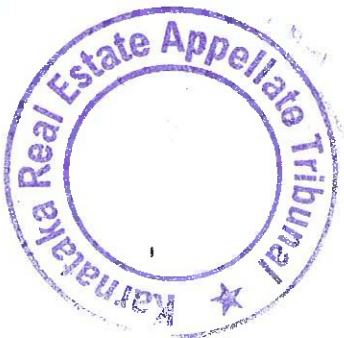
Wherefore the Parties to the Appeal pray that this Hon'ble Authority be pleased to record the factum of compromise and dispose off the Appeal accordingly in the interest of justice and equity.

Bangalore  
20-12-2021

  
Appellant (Padmavathi/L)

  
Advocate for the Appellant

  
20/12/2021  
Advocate for the Respondent No.1  
(As the Respondent No.1 is a resident of Pune, presently in USA and is unable to personally appear before this Hon'ble Authority. The Advocate for respondent No.1 has taken the consent through Phone and email) (the copy of the email is annexed to this Joint Memo)





Mutual settlement of Appeal No.386/2020(RERA)  
To be submitted in RERA Tribunal

To  
RERA Tribunal  
Bangalore

Sub: in the matter of mutual settlement of Appeal No. 386/2020 (RERA)

Dear Sir

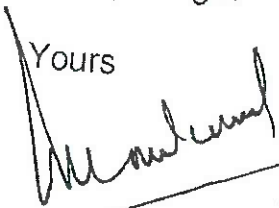
I hereby acknowledge the proposal of settlement of all pending dispute with the Appellant M/s. Godrej Properties Ltd.

I agree to receive a sum of Rs. 4,75,000/- as full and final settlement and withdrew all my claims against the Appellant in Complaint No. CMP /200108/0005167 and in Appeal No. 386/2020 Before the RERA Tribunal at Bangalore.

Since I am temporarily staying USA, I will not be able to make personal appearance in the matter, I hereby authorise my Advocate Ms. Leeludevi M. of George and Co, Advocates to represent me and do the needful in the matter and duly sign on my behalf accepting the settlement. I also request the Honble Court to transfer the amount to my Bank Account as per the details provided by way of cancelled cheque through my Advocate.

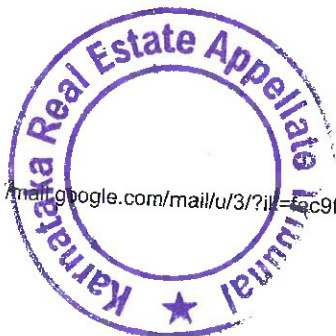
Kindly oblige.

Yours



CPRAJEET KUMAR GUPTA

18/12/2021



Gmail

Taji George <tajigeorge@gmail.com>

Bangalore

Sun, Dec 19, 2021 at 5:08 AM

Pradeep Kumar Gupta <justpkg@gmail.com>  
tajigeorge@gmail.com

Dear Advocate George  
As desired sending the letters duly signed as desired  
A cancelled check copy is also sent of Federal Bank from which remittance to Godrej properties was made  
Hope this meets requirement.  
Regards  
Pradeep Kumar Gupta

**"TRUE COPY"**

*[Handwritten Signature]*  
**SECTION OFFICER**  
**KARNATAKA REAL ESTATE**  
**APPELLATE TRIBUNAL**  
**BENGALURU - 560027**  
*24/12/21*

