

IN THE KARNATAKA REAL ESTATE APPELATE TRIBUNAL,  
BENGALURU

DATED THIS THE 20<sup>th</sup> DAY OF JANUARY, 2022

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) 42 /2021

**BETWEEN:**

Janapriya Engineers Syndicate Pvt., Ltd.,  
8-2-120/86, Road No.2  
Banjara Hills,  
Hyderabad-500 034.  
Represented by its Managing Director  
Kranthi Kumar Reddy

**...APPELLANTS**

(Sri K Bhanu Prasad & Smt Indumathi S.R, Advocates)

1. Sri Sumit Raj Anand,  
No. 2550, Ground Floor,  
14<sup>th</sup> Cross, HSR Layout Sector-1,  
Bangalore.

2. Karnataka Real Estate Regulatory Authority,  
No. 1/12, Ground Floor, Silver Jubilee Block,  
Unity Building, Mission Road,  
Bengaluru 560 027.  
Represented by its Adjudicating Officer

**...RESPONDENTS**

(Respondent No.1-party-in-person)  
(P. 2 served, unrepresented)



RERA-4113

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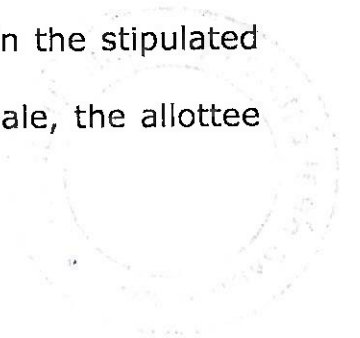
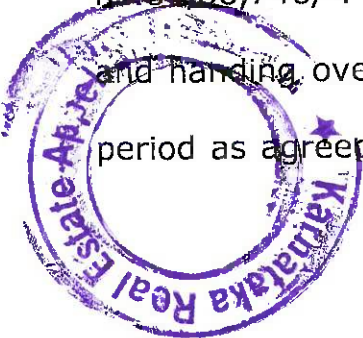
This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal praying to call for the records and set aside the order dated 30<sup>th</sup> March 2021 passed in CMP/200820/0006395 by respondent No.2-Adjudicating Officer, RERA.

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

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

The Promoter of a real estate project has preferred this appeal challenging the impugned order passed by the learned Adjudicating Officer dated 30<sup>th</sup> March 2021 in CMP/200820/0006395.

2. The appellant- promoter is engaged in the business of developing real estate projects and one such project "PINE GROVE" developed by the promoter is situated at Doddanagamangala Village, Begur Hobli, Bangalore South Taluk, Bangalore. The 1<sup>st</sup> respondent-allottee being interested to purchase a flat bearing No.C-608, in the 6<sup>th</sup> floor, Canary Island, in the said project, entered into an Agreement of Sale and Construction Agreement both dated 10.12.2015 with the promoter for a sale consideration of Rs 80,86,746/-. However, as there was delay in completion of the project and handing over possession of the flat to the allottee within the stipulated period as agreed between the parties in the agreement of sale, the allottee



filed a complaint before RERA seeking refund of the amount, by exiting from the project.

3. The learned Adjudicating officer, after hearing the complainant and the learned counsel for the promoter, perusing the records and documents furnished in the case, passed the impugned order. The operative portion of the said order reads as under:

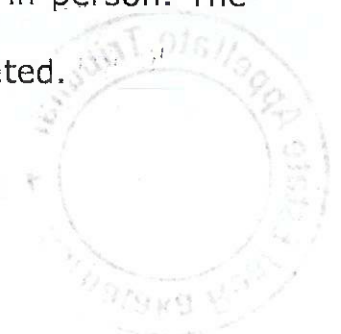
i) "The complaint filed by the complainant bearing No. CMP/200820/0006395 is partly allowed.

ii) The respondent is hereby directed to pay delay compensation to the complainant by way of interest @ 9% per annum on respective amounts, from the dates of receipt of respective amounts till 30.04.2017 and from 01.05.2017 @ 2% above the MCLR of SBI till the handing over of the possession of the apartment with occupancy certificate.

iii) The respondent is directed to pay Rs.5,000/- as cost of this petition to the complainant.

iv) The complainant may file memo of calculation as per this order after 60 days in case respondent failed to comply with this order to enforce the order."

4. Sri K. Bhanu Prasad, learned counsel appeared for the appellant-promoter. Respondent No.1-allottee appeared as party-in-person. The 2<sup>nd</sup> respondent -RERA though served remain unrepresented.

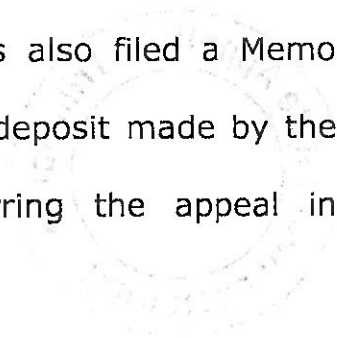


5. Subsequent to filing of the appeal, appellant/promoter and Respondent No.1-allottee, after due deliberation and discussion of their dispute pertaining to the complaint in CMP/200820/0006395 and this appeal, have got the same settled amicably by reducing the terms and conditions of settlement into writing by way of filing a Joint Compromise Petition under Order XXIII Rule 3 of CPC. The compromise petition signed by the authorized signatory of the appellant company Sri Venugopal Reddy, learned counsel for the appellant and 1<sup>st</sup> respondent-allottee, is taken on record.

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

7. In addition to this, learned counsel for the appellant submitted that parties have signed the compromise petition in their presence and that the appeal may be disposed of in terms of the compromise petition.

8. The learned counsel for the appellant has also filed a Memo praying to permit the appellant to withdraw 30% pre-deposit made by the appellant with this Tribunal at the time of preferring the appeal in

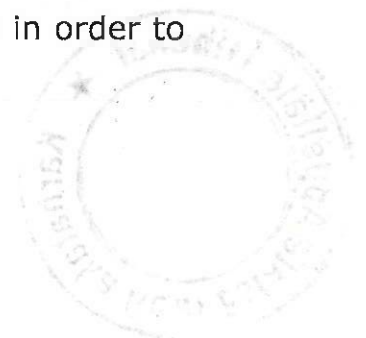
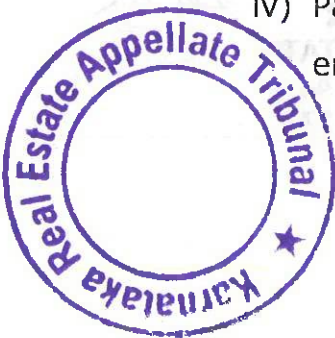


compliance of proviso to Section 43(5) of the RERA Act and the 1<sup>st</sup> respondent-allottee has no objection whatsoever for the appellant to withdraw the said amount. The Memo is taken on record.

9. In view of the above submissions, the following:

**ORDER**

- i) Appeal is disposed of in terms of the Joint compromise petition;
- ii) The Joint Compromise petition filed by the parties is ordered to be treated as part and parcel of this order;
- iii) The Registry is hereby directed to release the amount deposited by the appellant with this Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the Act, along with interest, if any, accrued thereon, by issuing either a cheque or DD in the name of the appellant-company and shall hand over the cheque or DD to the Authorised representative (DGM, Accounts & Finance) of the appellant-company who has signed the Joint Compromise petition and the Memo for withdrawal of the pre-deposit, on furnishing necessary documents and by following due procedure;
- iv) Parties shall discharge their respective obligations enumerated in the Joint compromise petition in order to



give effect to compromise and to avoid unnecessary litigation in future;

- v) In view of disposal of the appeal in terms of Joint compromise petition, pending I.As, if any, stand disposed of as they do not survive for consideration;
- 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 compromise petition;
- vii) Registry is directed to comply with provision of Section 44(4) of the Act and to return the records to RERA, if received.

No order as to costs.

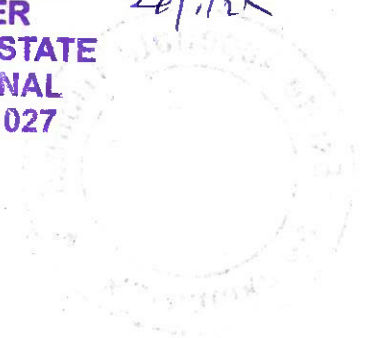
**Sd/-  
HON'BLE CHAIRMAN**

**Sd/  
HON'BLE JUDICIAL MEMBER**

**Sd/-  
HON'BLE ADMINISTRATIVE MEMBER**

**"TRUE COPY"**

*J. H. M.*  
**SECTION OFFICER**  
**KARNATAKA REAL ESTATE**  
**APPELLATE TRIBUNAL**  
**BENGALURU - 560 027**  
20/12



BEFORE THE HON'BLE KARNATAKA REAL ESTATE  
APPELLANT TRIBUNAL, AT BANGALORE

APPEAL.NO.42/2021  
IN  
CMP/200820/0006395

BETWEEN

Janapriya Engineers Syndicate Pvt., Ltd.,  
8-2-120/86, ROAD NO.2,  
Banjara Hills,  
HYERABAD-500034.

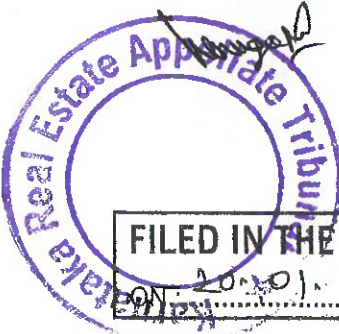
APPELLANT

AND

1. Sri.Sumit Raj Anand,  
NO.2550, GROUND FLOOR,  
14<sup>TH</sup> CROSS, HSR LAYOUT SECTOR-1,  
BANGALORE.
2. KARNATAKA REAL ESTATE REGULATORY AUTHORITY,  
NO.1/12, GROUND FLOOR, SILVER JUBLI BLOCK,  
UNITY BUILDING, MISSION ROAD,  
BANGALORE-560027.  
REPD BY ITS ADJUDICATING OFFICER                      RESPONDENTS

UNDER ORDER XXIII RULE 3 OF THE CODE OF THE CIVIL  
PROCEDURE THE APPELLANT AND THE RESPONDENT NO.1  
FILES THE JOINT COMPROMISE AS HEREUNDER

1. At the intervention of the well wishers the subject matter involved in the above appeal has been amicably settled between the parties in terms of the compromise as stated herein below.
2. The Respondent No.1 has filed the complaint before the Adjudicating officer, RERA namely the Respondent No.2 herein seeking for refund of the advance amount paid towards the Apartment bearing No.608 'C' Block in the project



FILED IN THE COURT  
20.10.2022

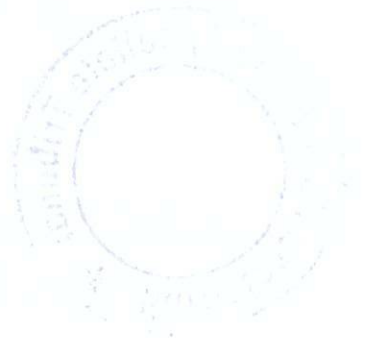


known as 'PINE GROVE', situate at Doddanagamangala Village, begur Hobli, Bangalore South Taluk.

3. The Respondent No.2 - the Adjudicating officer RERA was pleased to allow the complaint and directed the Appellant to pay the delay compensation by way of interest at the rate of 9% p.a. from the date of the receipt of the amount i.e., up to 30.04.2017 and with effect from 01.05.2017 the interest component is to be calculated @ 2% over and above the MCLR of SBI and aggrieved by the order passed by the Respondent No.2 the Appellant has preferred the above Appeal.
4. The Respondent No.1/Complainant is still due and liable to pay a sum of Rs.9,86,224/- towards the Apartment bearing No.C-608, C Tower which is inclusive of GST @ 5%, Corpus Fund @ Rs.50/- per Square feet and one year maintenance deposit @ Rs.3/- per Square feet and out of the said sum due by the Respondent No.1 the Appellant has agreed to waive off a sum of Rs.5,00,000/- (Rupees Five Lakhs only) towards the delay compensation and the balance amount due and liable to be paid by the Respondent No.1 towards the aforesaid Apartment is a sum of Rs.4,86,224/- and such an arrangement has been duly accepted by the Respondent No.1 which is in full and final settlement of all his right, title, interest and Claim as against the Appellant Company.
5. The Appellant/Builder has received the sum of Rs.4,86,224/- from the Respondent No.1 towards the Apartment bearing No.C-608, C Tower and accordingly the Appellant has



*[Handwritten signature]*





executed the Registered Sale Deed dated 14.01.2022 registered as document bearing No.BTM-1-04959-2021-22, stored in CD bearing No.BTMD879, in the office of the Sub-Registrar, Jayanagar (BTM Layout) Bangalore, in favour of the Respondent No.1 in respect of the Apartment bearing No.C-608, C Tower and accordingly the Respondent No.1 has been put in possession of the said Apartment and accordingly the Respondent No.1 has been exercising his right, title, interest and possession over the said Apartment as an absolute owner.

6. The Appellant/Builder has applied for the Occupancy Certificate before the competent authorities namely the BDA and the Appellant is likely to receive the same on or before the 31<sup>st</sup> March 2022 and on receipt of the same the Appellant has agreed to furnish a copy of the Occupancy Certificate to the Respondent No.1 and such an arrangement is duly accepted by him.
7. Since the subject matter in dispute has been amicably settled between the Appellant and Respondent No.1 in terms of the compromise as stated above and the Respondent No.1 has agreed that he will not approach RERA or the Civil Courts or any other forum with regard to the delay compensation.
8. In view of the compromise entered into between the Parties the Respondent No.1 has no objections for the Appellant in withdrawing the delay compensation amount deposited before the Appellate Tribunal being a sum of Rs.3,99,000/-



dated 25.06.2021 and Rs.3,09,500/- dated 20.07.2021 in all being a sum of Rs.7,08,500/- at the time of preferring the above Appeal.

9. The Respondent No.1/Complainant has withdrawn all the allegations made in the Complainant before the Adjudicating Officer and the terms of the compromise is binding upon the parties.

Wherefore, the Appellant and Respondent No.1 jointly pray that this Hon'ble Tribunal may be pleased to record the compromise and consequently be pleased to dispose of the above appeal in terms of the compromise without costs, in the interest of justice, equity and law.

*10. Sumit*  
Advocate for Appellant

*Venugopal*  
Appellant

(duly repled., by its authorized representative Mr. Venugopal Reddy DGM-Accounts & Finance, Bangalore)

Bangalore  
Dated: 20.01.2022

*Sumit*  
Respondent No.1  
(Sumit Raj Anand)

"EXECUTION ADMITTED BEFORE ME"

