



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ಫೋರ್ಸ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 625

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Sri. Elangovana Alagappan

NHDPL South Pvt. Ltd.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-0625

19.09.2022

As per the oral request of the Complainant and the learned Advocate for complainant Sri. S. Dinesh and Sri. Harish Kumar MD Authorized Signatory of the respondent, the above case is taken-up for amicable settlement, in the National Lok Adalat.

The Complainant and the learned Advocate for complainant Sri. S. Dinesh and Sri. Harish Kumar MD Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 19.09.2022, the matter is settled as per joint memo dated:19.09.2022. The settlement entered between the parties is voluntary and legal one. The settlement is accepted and the above case is closed as settled between the parties in terms of above joint memo. The conciliators of the Lok Adalat shall draw the award in terms of joint memo.

19/Sept/2022
(ELANGOVANA ALAGAPPAN)
(Adv for Complainant)

19/9/22
Judicial Conciliator.

19/9/2022
Advocate Conciliator.

For NHDPL South Private Limited

Authorised Signatory

IN THE REAL ESTATE REGULATORY AUTHORITY, AT BENGALURU

BEFORE THE LOKADALATH

Complaint No. 625 of 2022

Between:

Sri. Elangovan Alagappan
Aged about 59 years,
S/o Late Alagappan Boomiudayar
R/a:33-B, Skylark Greens,
Ramagondanahalli, Whitefield,
Bengaluru - 560066.
Now R/a No.15, Akshaya Redstone,
Sai Baba Ashram Road,
Seegehalli, Whitefield,
Bengaluru-560067.

COMPLAINANT

And

NHDPL South Pvt. Ltd,
Earlier known as Nitesh Housing Developers Pvt Ltd.,
Rep. by : Mr. Nitesh Shetty,
Bangalore.

RESPONDENT

JOINT MEMO

It is respectfully submitted that at the request of both the parties the above matter has been referred to the National Lok - Adalat. During the pre-conciliation talks held today, on 19/09/2022 in the pre-Lok -Adalat sitting, the parties agreed to settle the dispute in this matter. The Complainant had booked a flat bearing No. B - 601 measuring 1326 sq. ft. at Nitesh Columbus Square, Phase - II Project and due to the delay in the completion of the construction work of the unit booked, the Complainant had filed a case bearing no. CMP/180327/0000625 with RERA seeking refund with interest. The said complaint was decided by the learned Adjudicating Officer through judgment/order dated : 01/09/2018 and against the order passed by the Adjudicating Officer, the Complainant had preferred an appeal before K-REAT bearing Appeal No(K-REAT) 213 of 2020 (Old No. 284/2019). The said appeal was partly allowed, by setting aside the order passed by the Adjudicating Officer and matter was remitted to the RERA for fresh adjudication in accordance with law. Now, during settlement process in the pre-Lok- Adalat sitting, the parties settled/compromised the dispute in the above case in following terms:


19/9/22
ELANGOVAN ALAGAPPAN
Adi for Complainant

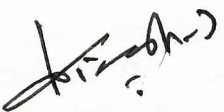
For NHDPL South Private Limited

Authorised Signatory

1. The Respondent has offered an alternate bigger unit bearing Flat No. C-0002, on the Ground floor, in the "C" Block, in the same project (Nitesh Columbus Square – Phase -II) measuring 1612.86 sq. ft. with two covered basement car parking's in the same tower as a replacement with no additional cost to the complainant. The flat No. C-0002 is being given at the same cost paid already by the Complainant. The Complainant will bear the expenses of registration with respect to flat No. C-0002.
2. The Respondent undertakes to complete the unit at its own expenses and handover the possession of the said flat No. C-0002 within four months from the date of this Joint Memo. In case the Respondent fails to handover the possession within four months, Respondents shall pay delay compensation in the form of interest @ 2% above the MCLR of SBI from the fifth month.
3. The Complainant need not to pay any sum/money to the respondent/Home Buyers Association towards the completing of the said unit Flat No. C-0002 and also the entire project including all the amenities, provision of permanent BESCOM electricity connection, BWSSB connection, clubhouse, gym, swimming pool, etc. and any other common area. The Respondent shall bear all the charges under any form towards the completion of the above. The Complainant shall be obligated to pay the monthly electricity charges, water charges and monthly maintenance for his Flat No. C-0002 from the date of receiving the possession of the said flat.
4. The Respondents shall register the aforesaid flat No. C-0002 after completing the entire project and its amenities within 18 months from the date of this memo.

Wherefore, the Complainant and the Respondent respectfully pray that the above case may be disposed of on the terms of this Joint Memo in the interest of justice.


19/9/22
(ELANGOVAN AZHARPRAN)
Complainant


Advocate for Complainant


Authorized Signatory of Respondent

Place: Bangalore

Date: 19-09-2022

Complaint No. 0625

19.09.2022

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo filed by both the parties is hereby accepted. Hence, the matter is settled before the Lok-Adalat as per joint memo. The joint memo filed by the parties shall be part and partial of award/order.

The complaint stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

19/9/2022

KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

**IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU**

DATED: 19TH DAY OF SEPTEMBER 2022

: CONCILIATORS PRESENT:

Sri: I. F. Bidari

..... Judicial Conciliator

AND

Smt.: Sujatha. H.H

..... Advocate conciliator

COMPLAINT NO: CMP/180327/0000625

Between

Sri.ElangovanAlagappan

..... Complainant

(By: Sri. S. Dinesh, Advocate for complainant)

AND

NHDPL South Pvt. Ltd.,

.....Respondent


(By: Authorized Person of the Respondent)

Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, as per the joint memo dated: 19.09.2022 filed during the pre Lok Adalat sitting on dated: 19.09.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off as per the joint memo and joint memo is ordered to be treated as part and partial of the award.


19/09/22
Judicial conciliator


19/09/2022
Advocate conciliator