

KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

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

DATED: 11TH DAY OF FEBRUARY 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate Conciliator

COMPLAINT NO: CMP/220328/0009273

Between

Mr. Karthic Raj S

..... Complainant

(Rep. by Authorised person Mr. Abhijit Bhattacharya,)

AND

M/s. Nitesh Estates Ltd.,

.....Respondent

Presently known as NHDPL South Pvt. Ltd.,

(By: Mr. Harish Kumar M D,

Authorized Signatory of the Respondent)

Award

The dispute between the parties with regard to execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in connection with execution proceedings in the matter, as per the joint memo filed during the pre Lok Adalat sitting on dated:06.02.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceedings in the case stands disposed off as per the joint memo and joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

Complaint No. 9273

11.02.2023

Before the Lok-Adalat

The above case in connection with execution proceedings is taken up before the Lok-Adalat. The joint memo filed by both the parties is hereby accepted. Hence, the dispute in connection with execution proceedings is settled before the pre Lok-Adalat as per joint memo. The joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in the case stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

**BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BANGALORE**

CMP/220328/0009273

BETWEEN:

Mr.Karthic Raj S

....Complainant

AND:

NHDPL South Private Limited

....Respondent

JOINT MEMO

6/2/23
The Complainant herein had filed the above mentioned Case before this Hon'ble Authority seeking refund of booking amount /advance amount which came to allowed on 15th October, 2022. However, the complainant has not chosen to file the execution proceedings against the Respondent herein.

Subsequently, both Complainant and Respondent discussed between themselves with the spirit of arriving at an amicable resolution. After discussing all the issues and disputes, both parties have arrived at an amicable settlement.

Both parties, have now, vide Memorandum of Settlement dated **06th February 2023** resolved and settled all the disputes and issues, and signed the Memorandum of Settlement.

As per the terms of the above mentioned MOS, no claims, differences and/or disputes are pending between the Parties and no further claims or disputes will be raised by either party in connection with the issues arising in the present Case.

The Respondent has paid **Rs.17,06,560/- (Rupees Seventeen Lakhs Six Thousand Five Hundred and Sixty only)** vide DD No. **187125** dated **31st January 2023** drawn on HDFC Bank, Kasturba Gandhi Marg Bengaluru – 560 001 to the Complainants as a full and final settlement towards the claim involved in the above mentioned case.

MD/aimb Kumar

*For Karthic Raj
Abhishek Bhattacharya*

The copy of DD given to the Complainant is enclosed herewith for the kind perusal of this Hon'ble Authority.

Both the parties to the proceedings have no further claim whatsoever against each other in respect of the subject matter in connection with the above case before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, parties have agreed that the same be disposed off as settled by filing an appropriate memo in such cases.

In view of the above mentioned Memorandum of Settlement dated **06th February 2023** arrived at between the parties, the Parties to the Complaint request this Hon'ble Authority to record the above mentioned Memorandum of Settlement dated **06th February 2023** and dispose off the execution claim pending in the above Case as fully and finally settled.

PLACE:

Bengaluru

*For Karthik Raj
Ajay Bhattacharya*

COMPLAINANT

DATED:

06/02/2023

[Signature]

RESPONDENT



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp.No: 9273

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mr. Karthic Raj C

Nitesh Melbourne Park.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

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CMP-9273

06.02.2023

As per the request of the complainant and Sri. Harish Kumar MD Authorized Signatory of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 11.02.2023.

The Mr. Abhijit Bhattacharya, authorised person for complainant present and filed copy of authorization given in his favor and complainant also joined over phone call and Sri. Harish Kumar MD Authorized Signatory of the respondent present, in the pre Lok-Adalat sitting held on 06.02.2023, the dispute with regard to execution proceedings is settled as per joint memo. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the case. Therefore in view of the submission of the complainant, the execution proceedings in the above case have been closed as settled between the parties in the Lok Adalat in terms of the joint memo dated: 06.02.2023. The authorised signatory of the respondent handed over a DD bearing No.187125 dated: 31.01.2023 drawn on HDFC Bank, K G Marg, Bengaluru to Mr. Abhijit Bhattacharya, authorised person of the complainant. The RRC, if any, issued against the respondent be recalled. The matter referred to conciliators to pass award.

Abhijit Bhattacharya
(ABHIJIT BHATTACHARYA)

Authorized person of
complainant

Harish Kumar
(HARISH KUMAR M.D.)
Authorized Signatory of Respondent

6/2/23
Judicial Conciliator.

6/2/23
Advocate Conciliator.

KARNATAKA REAL ESTATE REGULATORY AUTHORITY, BENGALURU

FIFTH ADDITIONAL BENCH

CORUM

**SHRI.D.VISHNUVARDHANA REDDY
HON'BLE MEMBER-1**

COMPLAINT NO.CMP/220328/0009273

DATED THIS 15TH DAY OF OCTOBER, 2022

COMPLAINANTS : Mr.Karthic Raj S
51/2, Krishnapalayam 2nd Street
Aarapalayam Cross Road
Madurai : 625016

RESPONDENT / : M/s.Nitesh Housing Developers Pvt Ltd.
PROMOTER Nitesh Timesquare, 7th Floor,
No.8, M.G.Road, Bangalore : 560 001

PROJECT NAME & : NITESH MELBOURNE PARK
REGISTRATION NO. PRM/KA/RERA/1251/446/PR/
170916/000224

J U D G E M E N T

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project NITESH MELBOURNE PARK praying for a direction to Refund the amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The complainants have entered into an agreement of sale and construction agreement on 26-08-2016 and have paid an amount of Rs.17,06,560/- (Rupees Seventeen lakhs six thousand five hundred

W&

sixty only) to the respondent till date. Since there was delay in handing over the apartment, the complainants have filed the above complaint before the Authority praying for refund of the amount paid together with interest.

2. The Respondent has filed their statement of objection and written submission 25.4.2022 and 14.6.2022. In the written submissions, submitted by the respondent prayed for two months time to arrive at amicable settlement and not to pass any adverse orders. The respondent has not complied with its written submissions to arrive at amicable settlement within 2 months. The complainants have submitted before the Authority that even after almost 5 years, there is hardly any progress in the project and therefore complainant has exercised the option of exiting from the project and sought for refund of the amounts paid with interest payable as per the provisions of the Act and Rules.
3. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and undertaken to submit the resolution of the complaint and arranging for refund with interest sought by the complainant. However, neither any written submissions are filed nor any proposal for payment of refund with interest is submitted before the Authority. The complainants have submitted their memo of calculation for refund with interest.
4. From the materials placed on record by the complainants, it is apparent that the promoter has agreed to refund the amount vide their written submissions dated 14-06-2022 praying for two months time to arrive at the settlement process but failed to refund the amount with interest as on date.

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5. As per Section 18 of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.
6. Therefore, as per Section 18 of the Act, the promoter is liable to return the amount received along with interest.
7. From the averments made in the complaint and the details provided by the complainants as per memo calculation for refund with interest, it is obvious that complainants have paid the advance sale consideration amount and are entitled to get their amount paid along with interest as per the memo of calculation submitted by the Complainants. The Promoter Respondent has not submitted any memo of calculation.
8. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Memo of Calculation by the Complainant as on 17-07-2022

Principle amount (A) Rs.	Interest (B) As on 17.07.2022 Rs.	Refund from Promoter (C)	Total Balance Amount (A+B) Rs.
17,06,560	10,79,000	NIL	27,85,560

And accordingly the Authority passes the following:

W/S

ORDER

In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint Bearing **No.CMP/220328/0009273** is hereby allowed. Respondent is directed to pay a sum of **Rs. 27,85,560/- (Rupees Twentyseven lakhs eightyfive thousand five hundred sixty only)** towards refund with interest to the complainants within 60 days from the date of this order, calculated from 31-05-2014 till 17.07.2022.

The interest due from 18.07.2022 up to the date of final payment will be calculated likewise and paid to the complainants. The complainants are at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.

D. Vishnuvardhan
(D.VISHNUVARDHANA REDDY)
MEMBER-1
FIFTH ADDITIONAL BENCH
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