

**IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL,  
BENGALURU**

**DATED THIS THE 29<sup>TH</sup> DAY OF MARCH, 2023**

**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)38/2023**

**BETWEEN:**

Shrivation Towers Private Limited,  
Present Address:  
No.31, 2<sup>nd</sup> Main Road, T. Chowddiah Road,  
Near Bashyam Circle,  
Sadashivanagar, Bengaluru-560080  
A Company incorporated under the  
Provisions of Act 1956 and rep. by its  
Authorised Signatory-Mr. Bharat Jumrani.

Old Address

No.40/43,8<sup>th</sup> main,  
4<sup>th</sup> cross, Sadashivanagar,  
Bengaluru-560080  
A company incorporated under the  
Provisions of Companies Act, 1956 and rep. by its  
Authorised Signatory-Mr. Bharat Jumrani

**...APPELLANT**

(By Sri Nauher Shakeel for Sri Joseph Anthony for JSM Law  
Partners, Advocates)

**AND**

1. The Karnataka Real Estate Regulatory Authority,  
No. 1/14, Ground Floor,  
Silver Jubilee Block, Unity Building,  
C.S.I Compound, 3<sup>rd</sup> Cross,  
Mission Road, Bengaluru 560 027.  
By its Secretary.

2. Atul Kumar Aggarwal  
Flat No. 9032, Tower 9,  
Prestige Tranquility,  
Bommenahalli,  
Bangalore -560 049.

**...RESPONDENTS**

(R1-RERA served, unrepresented, R.2 party-in-person)

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 28<sup>th</sup> November 2022 passed by the 1<sup>st</sup> Respondent- Authority, in CMP/200702/0006106.

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

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

The appellant-promoter of a Real Estate Project is engaged in the business of developing real estate projects and one such project is "SHRIRAM GREENFIELD PHASE I" developed by the promoter in property bearing Survey No. 73/1, 73/2A, 74(P) & 81 situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Hoskote, Bengaluru Rural District, Karnataka.

2. The 2<sup>nd</sup> respondent-allottee being desirous of purchasing a flat bearing No.B-702, Tower B, Seventh Floor, in the said project, entered into an Agreement for Sale and Construction Agreement both dated April 22, 2015 with the promoter. However, as there was delay in completion of the project and handing over possession of the flat on time 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 compensation by way of interest for the delayed period.

3. The RERA Authority, 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:

"In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No.CMP/200702/0006106 is hereby allowed.

1. Respondent is directed to pay a sum of Rs.6,48,410/- (Rupees Six Lakh Seventy Forty Eight Thousand Four Hundred and Ten Only) towards delay period interest to the complainant within 60 days from the date of this order, calculated at MCLR + 2% from 30/6/2018 till 15/10/2019.

2. The complainant is directed to pay the balance amount due to the respondent and execute/register the Sale Deed without any further delay/loss of time.

3. The complainant is liable to pay interest as per section 19(7) of the RERA Act, 2016 on the balance amount of Rs.5,60,319/- due to the respondent calculated at MCLR + 2% from 15.10.2019 to till date."

4. The Promoter being aggrieved by the said order, has preferred this appeal challenging the impugned order dated 28<sup>th</sup> November 2022 passed by the 1<sup>st</sup> Respondent-Authority, in CMP/200702/0006106.

5. Sri Nauher Shakeel for Sri Joseph Anthony, learned counsel appeared for the appellant-promoter. Respondent No.2-allottee appeared as party-in-person. Respondent No. 1-RERA though served remained absent.

6. That subsequent to filing of the appeal, appellant/promoter and Respondent No.2-allottee, after due deliberation and discussion of their dispute pertaining to the complaint in CMP/200702/0006106 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 Memo. The Joint Memo signed by the authorized signatory of the appellant company, learned counsel for the appellant and 2<sup>nd</sup> respondent-allottee, is taken on record.

7. The terms of Joint Memo were read over to the parties in the language known to them and they have submitted 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 that they have no claim of whatsoever nature against each other, except the claim made in the complaint and this appeal and they submit that the appeal may be disposed of in terms of Joint Memo.

8. In addition to this, learned counsel for the appellant submits that parties have signed the Joint Memo in his presence. The learned

counsel further submits that Respondent No.2 has no objection to release the amount deposited by the appellant at the time of filing the appeal in compliance of proviso to Section 43(5) of the Act in favour of the appellant.

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

**ORDER**

- i) Appeal is disposed of in terms of the Joint Memo;
- ii) The Joint Memo filed by the parties is ordered to be treated as part and parcel of this order;
- iii) As per para 3(d) of the Joint Memo, 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 Banker's cheque or DD in the name of the appellant-company and shall hand over the Banker's cheque or DD to the Authorized signatory of the appellant-company who has signed the Vakalath and the appeal Memo, on furnishing necessary documents and by following due procedure;
- iv) Parties shall discharge their respective obligations enumerated in the Joint Memo in order to give effect to the terms of compromise and to avoid unnecessary litigation in future;

- v) In view of disposal of the appeal in terms of Joint Memo, 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 Joint Memo of Settlement;
- 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**