

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,  
# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

**PROCEEDINGS OF THE AUTHORITY**

**Dated 22<sup>nd</sup> JULY 2022**

**COMPLAINT NO: CMP/201029/0006975**

**COMPLAINANT.....**

**1. VINAYA MALLYA, AND**

**2. RAJ KUMAR SHANBHOGUE**

No. 61, Alanoville, Near Divine Mercy  
Church, Hennur Baglur Road,  
Kannur village,  
Bengaluru – 562149.

(In Person)

**V/S**

**RESPONDENT.....**

**GOYAL HARIYANA REALTY,**

206, Barton Center, 84, MG Road,  
Bengaluru – 560001.

(Rep. by Smt. Sujatha H.H. Advocate)

\* \* \* \* \*

This complaint is filed under section 31 of the RERA Act against the project “Alanoville” for the relief of interest on delay, return of excess collection of maintenance charges and GST input credit discount.

**Brief facts of the complaints are as under:-**

The complainants have booked an apartment in the project of respondent on 29/10/2015. Initially the builder has collected the booking amount. Later, they had entered into an agreement of sale with respondent on 17/08/2016. As per the agreement, their apartment was

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required to be handed over in August 2017. In October 2019 the builder has informed them that they will hand over the possession of an apartment though certain works are pending like video door, EPBX system, wooden flooring etc., Hence, this complaint.

After registering the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and filed objections.

## **Objections of the respondent are as under:-**

The respondent has denied all the allegations made against it by the complainant as false. It contends that it had agreed to handover the possession of apartment by February 2018 to the complainants. This project is registered under RERA vide registration No. PRM/KA/RERA/1251/446/PR/171019/000294 with the end date of project as date 31/03/2019. The said project was completed in time and obtained OC on 16/01/2019 and requested the complainants to take possession of their apartment by way of execution of sale deed. The complainants had paid Rs.1,86,48,457/- (Rupees one crore eighty six lakh forty eight thousand four hundred and fifty seven only) out of total amount of Rs.2,47,93,807/- (Rupees two crore forty seven lakh ninety three thousand eight hundred and seven only). The complainants were not ready to take possession subsequent to OC as they had certain claims such as interest on delay, discount towards GST etc., After discussion between both the parties finally both have agreed to settle the matter and accordingly settlement deed was executed between them on 17/01/2020 wherein complainants had agreed to settle all the claims made by them by way of receiving Rs.7,50,000/- (Rupees seven lakhs fifty thousand only). Accordingly, the respondent had given them Rs.2,50,000/- (Rupees two lakhs fifty thousand only) and respondent has

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given a discount of Rs.5,00,000/- (Rupees five lakhs only) from the total balance amount of Rs.61,45,350/- (Rupees sixty one lakhs forty five thousand three hundred and fifty only).

Subsequently, the respondent had executed the sale deed on 17/01/2020 in favour of complainants in respect of their villa and the complainants have taken the possession of the same and they are in possession and enjoyment of the same. Accordingly, names of complainants have been mutated in the revenue records. Hence, prayed to dismiss the complaint with costs.

In support of their claim, the complainants have produced in all 3 documents such as copies of sale deed, sale agreement and construction agreement.

On the other hand the respondent has produced in all 5 documents such as copies of agreement for sale and construction agreement dated 17/08/2016, occupancy certificated dated 16/01/2019, Settlement deed dated 17/01/2020 and sale deed dated 17/01/2020.

Heard arguments of both sides.

**On the above averments, the following points would arise for our consideration:-**

1. Whether the complainants are entitled for the relief claimed?
2. What order?

**Our answer to the above points are as under:-**

1. In the Negative.
2. As per final order for the following

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## REASONS

**Our answer to the Point No 1:-** The complainants have approached this forum seeking interest on delay in handing over possession of the apartment and also for return of excess collection of maintenance charges, GST etc.,

The respondent has resisted the claim of the complainants mainly on the ground in view of the settlement deed executed into between the parties on 17/01/2020, the complainants have agreed to settle all the claim upon receiving Rs.7,50,000/- (Rupees Seven lakhs fifty thousand only). Accordingly, Rs.2,50,000/- (Rupees two lakhs fifty thousand only) had been given to the complainants and discount of Rs.5,00,000/- (Rupees five lakhs only) has been given out of the total amount payable by the complainants to the tune of Rs. 61,45,350/- (Rupees sixty one lakhs forty five thousand three hundred and fifty only). Therefore present proceedings would not survive.

On going through the settlement deed produced by the respondent, the respondent also claims to have executed sale deed on the same day and even handed over possession of the villa to the complainants.

The recitals of settlement deed dated 17/01/2020 are as under:-

Pursuant to the agreement for sale and construction agreement dated 17/08/2016 the respondent has received a total consideration of Rs.1,86,48,457/- (Rupees one crore eighty six lakhs forty eight thousand four hundred and fifty seven only) out of total sale consideration of Rs.2,47,93,807/- (Rupees two crores forty seven lakhs ninety three thousand eight hundred and seven only) from the complainants herein. The complainants had certain claims such as for discount towards GST input credit, compensation for delay in handing over the project etc., as

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stated in various letters / emails issued by the complainants to the respondent on 29/08/2019, 21/09/2018, 11/10/2019, 12/10/2019 and 12/12/2019. The respondent had replied vide correspondences. Finally, the parties have reached consensus through their well wishers entered into this settlement deed. In lieu of settlement the complainants have received Rs.2,50,000/- (Rupees two lakhs fifty thousand only) vide cheque bearing No. 177223 dated 09/01/2020 as full and final consideration towards this settlement. Further the respondent has given a discount / deduction of Rs.5,00,000/- (Rupees five lakhs only) from the total balance of Rs.61,45,350/- (Rupees sixty one lakhs forty five thousand three hundred and fifty only) and after said deduction the complainants were liable to pay Rs.56,45,350/- (Rupees fifty six lakhs forty five thousand three hundred and fifty only) and complainants have issued cheque bearing No.790425 of SBI dated 09/01/2020. The complainants have admitted and agreed the terms of settlement deed and received occupancy certificate and agreed that there is no impediments to have a sale deed executed and accordingly sale deed has been executed on the same day.

On perusal of the settlement deed and sale deeds both dated 17/01/2020, it is obvious that complainants are agreed to receive Rs.7,50,000/- (Rupees seven lakhs fifty thousand only) in settlement of all their claims such as the ones claimed here. Subsequent to that even sale deed has been executed and acted upon.

During the proceedings, the complainant has submitted before the Authority that settlement deed was under duress. Except this bald contention, the complainant has not furnished any documents in support of the same that he was compelled to enter into said settlement deed.

168 -

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Therefore, we see considerable force in the contention of the respondent that this claim of the complainants would not survive in view of the settlement deed dated 17/01/2020. Accordingly, the point raised above is answered in the Negative.

**Our answer to the point No. 2:-** In view of the above discussion, complaint deserves to be dismissed. Hence, we proceed to pass the following


## ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. CMP/201029/0006975 is hereby dismissed.

No order as to costs.

  
(D. Vishnuvardhana Reddy)  
Member - 1  
K-RERA

  
(Neelmani N Raju)  
Member-2  
K-RERA

  
(H.C. Kishore Chandra)  
Chairman  
K-RERA