



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 9033

ಪುಟ ಸಂಖ್ಯೆ - 21 -

ವಿಷಯ Mr. Sunil Suresh & another  
Rocklines Seethalakshmi

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP-9033**

**10.02.2023**

As per the request of the complainants who joined over WhatsApp video call in the pre Lok Adalat sitting and also at the request of Sri. A.S.R. learned Advocate for complainants also at the request of Sri. S.A. learned Advocate for the respondent No.1 and Sri. B.R. Vinod Director of the Respondent No.1, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 11.02.2023.

In the presence of complainants who joined over WhatsApp video call and in the presence of Sri. A.S.R. learned Advocate for complainants also in the present of Sri. S.A. learned Advocate for the respondent No.1 and Sri. B.R. Vinod Director of the Respondent No.1, the dispute relating to the subject matter of this complainant has been compromised/settled in the pre-Lok-Adalat sitting held on 10.02.2023 and joint memo is filed to this effect. The compromise petition Under Order XXIII Rule 3 R/w Sec. 151 CPC is filed during the pre Lok Adalat sitting signed by the parties incorporating the terms of the settlement. The dispute between the parties is settled in terms of this compromise petition and the joint memo. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted and the dispute between the





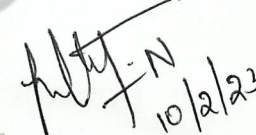


# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ .....

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ ..... Mr. Sunil Suresh & another

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	<p>parties is settled in terms of the aforesaid compromise petition dated: 10.02.2023 and joint memo dated:10.02.2023. For consideration of compromise petition and joint memo also to pass award, matter is referred to Lok-Adalat to be held on 11.02.2023.</p> <p> (B.R. VINOD) DIRECTOR OF RESPONDANT</p> <p> [ADVOCATE FOR COMPLAINANT] AJAY SIVANILAKAR.</p> <p> [ADVOCATE FOR COMPLAINANTS] E. SUHAIL AHMED</p> <p> Judicial Conciliator.</p> <p> Advocate Conciliator.</p>

CMP. No.9033

11.02.2023

Before the Lok-Adalat

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

The complaint stands disposed off accordingly.

  
Judicial Conciliator.

  
Advocate Conciliator.



**BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE  
REGULATORY AUTHORITY, AT BENGALURU**

**COMPLAINT NO: CMP/220222/0009033**

**Complainants** : 1. Mr. Sunil Suresh  
2. Mrs. Shubha Suresh

-Vs-

**Respondent** : M/s. Rocklines Housing Development Pvt. Ltd.,

**JOINT MEMO**

The complainants and the respondent in the above complaint jointly submit as under:

1. The complainants/allottees and the respondent/promoter after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the pre-Lok – Adalat sitting held on 10.02.2023.
2. In view of the same, the parties have filed the compromise petition U/o XXIII Rule 3 R/w Sec. 151 CPC incorporating the terms of the compromise /settlement and they jointly request the conciliators of the pre- Lok Adalat sitting to dispose of the complaint as amicably settled before the Lok-Adalat on 11.02.2023 in terms of said compromise petition.
3. Both the parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, they have agreed that the same be disposed off as settled by filling an appropriate memo in such cases.
4. Parties further request that this settlement be recorded in the National Lok – Adalat scheduled to be held on 11.02.2023.

Date: 10.02.2023  
Bengaluru

  
**Advocate for Complainants**

\*  
\*  
**Complainants/Allottees**

  
**Advocate for Respondent No.1**

  
**Director of the Respondent No.1**

COMPLAINT NO: CH/2202/3/500013

Complainants : 1. Mr. Sunil Suresh,  
2. Mrs. Shubha Suresh

-Vs

Respondent : M/s. Rocklines Housing Development Pvt. Ltd.,

JOINT MEMO

The complainants and the respondent in the above complaint jointly submit as under:

1. The complainants/allottees and the respondent/promoter after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the pre-Lok – Adalat sitting held on 10.02.2023.
2. In view of the same, the parties have filed the compromise petition U/o XXIII Rule 3 R/w Sec. 151 CPC incorporating the terms of the compromise /settlement and they jointly request the conciliators of the pre- Lok Adalat sitting to dispose of the complaint as amicably settled before the Lok-Adalat on 11.02.2023 in terms of said compromise petition.
3. Both the parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, they have agreed that the same be disposed off as settled by filing an appropriate memo in such cases.
4. Parties further request that this settlement be recorded in the National Lok Adalat scheduled to be held on 11.02.2023.

Date: 10.02.2023

Bengaluru

Advocate for Complainants

Complainants Allottees

Advocate for Respondent No.1

Director of the Respondent No.1



**KARNATAKA STATE LEGAL SERVICES AUTHORITY  
BEFORE THE LOK ADALAT  
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT  
BENGALURU**

**DATED: 11<sup>TH</sup> FEBRUARY 2023**

**: CONCILIATORS PRESENT:**

Sri. I. F. Bidari  
AND

..... Judicial Conciliator

Smt/Sri.

..... Advocate conciliator

**COMPLAINT NO: CMP/220222/0009033**

**Between**

1. Mr. Sunil Suresh  
2. Mrs. Shubha Suresh  
(By: Sri. A.S.R. Advocate)

..... Complainants

AND

M/s. Rocklines Housing Development Pvt. Ltd,  
(By: Sri. A.S. Advocate)

.....Respondent No.1

**Award**

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, in terms of compromise petition filed U/o XXIII Rule 3 R/w Sec. 151 CPC dated: 10.02.2023 and in terms of joint memo dated:10.02.2023 filed during the pre-Lok Adalat sitting held on dated:10.02.2023.

The complaint stands disposed off in terms of the compromise petition dated:10.02.2023 and in terms of joint memo and same are part and parcel of the award.

11/2/23.  
Judicial conciliator

11/2/23  
Advocate conciliator



BEFORE THE HONBLE REAL ESTATE REGULATORY AUTHORITY

AT BENGALURU

COMPLAINANT No. 220222/0009033/2022

BETWEEN

Sri. SUNIL SURESH AND Mrs. SHUBHA SUNIL ... COMPLAINANTS

AND

M/S ROCKLINE HOUSING DEVELOPMENT PVT LTD ... RESPONDENTS

COMPROMISE PETITION UNDER ORDER XXIII RULE 3 READ WITH SECTION 151  
OF THE CODE OF CIVIL PROCEDURE, 1908

*10/7/22*  
The parties submit as hereunder:

1. It is submitted that the present Complaint filed by the Complainant is one under Section 18 of the RERA Act, 2016, seeking return of amount paid by the Complainant to the 1<sup>st</sup> Respondent along with compensation.
2. The 1<sup>st</sup> Respondent is the Promoter of the project namely ROCKLINE SEETHALAXMI (PRESENTLY RENAMED AS SKAV SEETHALAXMI) which has been developed on the property being a portion of Corporation No.22 (Old Municipal No.38), assigned Sub-Khata No.22/1, situated at Kasturba Road, Bangalore, measuring 25106.954 Square Feet.
3. The Complainants being interested in owning an residential unit in the Project agreed to purchase approximately an area of 6180 Square Feet of super built-up area along with 6 carparks and with the corresponding undivided land share of 1452 sft, with right, title and interest in the aforesaid property, in the **16<sup>th</sup> Floor** of the building and entered into an Agreement to Sell dated 23.09.2015 agreeing to purchase the residential unit for a valuable sale consideration of Rs. 13,31,13,598.00 (Rupees Thirteen Crore Thirty one lakh Thirteen Thousand Five Hundred & Ninety Eight only). The Complainants paid an advance of INR 10,15,00,000/- (Rupees Ten Crores Fifteen lakhs Only) in furtherance of the Agreement of Sale .
4. It is submitted that certain disputes arose between the Complainants and the 1<sup>st</sup> Respondent which resulted in the Complainants filing the above compliant seeking refund of the advance amount of INR. 10,15,00,000/- along with interest and compensation.

For Rocklines Housing Development Pvt. Ltd.

Director



5. It is submitted that the Complainants have filed the detailed compliant along with documents and the 1<sup>st</sup> Respondent has also field its objections , which are all placed on record.
6. While the proceedings are pending the Complainants and the 1<sup>st</sup> Respondent have mutually agreed to settle the dispute with the 1<sup>st</sup> Respondent coming forward and offering to pay an amount of INR. 17,30,00,000/- (Rupees Seventeen Crores Thirty lakhs only) as full & final settlement amount to settle the dispute, towards the refund of the entire advance amount along with interest and compensation. In view of the above, the Complainants have agreed to cancel the Agreement for sale dated 23.09.2015 & arrive at a compromise.
7. In view of the forgoing, the parties have mutually agreed to settle the dispute as hereunder:
8. The 1<sup>st</sup> Respondent has agreed to pay an amount of INR 17,30,00,000/- (Rupees Seventeen Crores Thirty Lakhs Only) towards full and final settlement of the claim of the Complainants and has paid part of the amount and agreed to pay the remaining amount as detailed below:
  - a) **Rs.8,25,77,755/- (Rupees Eight Crores Twenty Five Lakhs Seventy Seven Thousand Seven Hundred & Fifty Five Only) and Rs.5,22,245/- (Rupees Five Lakhs Twenty Two Thousand Seven Hundred & Fifty Five Only)** has been paid by way of DD Nos. 508620 & 673518, Dated 8.12.2022 & 29.12.2022 , respectively drawn on Kotak Mahindra Bank Ltd in favour of HDFC BANK LTD towards repayment of the entire outstanding loans obtained by the Complainants to purchase the residential unit in the project ;
  - b) A sum of **Rs. 92,00,000/- (Rupees Ninety Two Lakhs Only)** has been paid by the 1<sup>st</sup> Respondent by way of DD No 673517 Dated 29.12.2022, drawn on Kotak Mahindra Bank Ltd., in Favour of the 2<sup>nd</sup> Complainant Mrs. SHUBHA SUNIL;
  - c) A sum of **Rs. 92,00,000/- (Rupees Ninty Two Lakh Only)** has been paid by the 1<sup>st</sup> Respondent by way of DD No 673515 Dated 29.12.2022 drawn on Kotak Mahindra Bank Ltd in Favour of the 1<sup>st</sup> Complainant Mr. SUNIL SURESH;
  - d) A sum of **Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of DD No 673516 Dated 29.12.2022, drawn on Kotak Mahindra Bank Ltd., in Favour of the 2<sup>nd</sup> Complainant Mrs. SHUBHA SUNIL;
  - e) A sum of **Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of DD



For Rocklines Housing Development Pvt. Ltd.



Director



No 673514 Dated 29.12.2022 drawn on Kotak Mahindra Bank Ltd in Favour of the 1<sup>st</sup> Complainant Mr. SUNIL SURESH;

- f) A sum of **Rs. 3,57,500/- (Rupees Three Lakhs Fifty Seven Thousand Five Hundred Only)** TDS has been paid by the 1<sup>st</sup> Respondent Dated 07.01.2023, Acknowledgement No. AJ00444695 paid from Canara Bank Net Banking, in Favour of the 2<sup>nd</sup> Complainant Mrs. SHUBHA SUNIL's PAN No AKRPS0613E;
- g) A sum of **Rs. 3,57,500/- (Rupees Three Lakhs Fifty Seven Thousand Five Hundred Only)** TDS has been paid by the 1<sup>st</sup> Respondent Dated 29.12.2022, Acknowledgement No. AJ00444780 paid from Canara Bank Net Banking in Favour of the 1<sup>st</sup> Complainant Mr. SUNIL SURESH's PAN No AKRPS0614D ;
- h) A sum of **Rs. 1,63,35,000/- (Rupees One Crore Sixty Three Lakhs Thirty Five Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of Cheque No 002399 Dated 10.1.2023, drawn on Kotak Mahindra Bank Ltd., in Favour of the 2<sup>nd</sup> Complainant Mrs. SHUBHA SUNIL;
- i) A sum of **Rs. 1,63,35,000/- (Rupees One Crore Sixty Three Lakhs Thirty Five Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of Cheque No 003747 Dated 10.1.2023 drawn on Kotak Mahindra Bank Ltd in Favour of the 1<sup>st</sup> Complainant Mr. SUNIL SURESH;
- j) A sum of **Rs. 49,50,000/- (Rupees Forty nine Lakhs Fifty Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of Cheque No 003750 Dated 31.1.2023, drawn on Kotak Mahindra Bank Ltd., in Favour of the 2<sup>nd</sup> Complainant Mrs. SHUBHA SUNIL;
- k) A sum of **Rs. 49,50,000/- (Rupees Forty nine Lakhs Fifty Thousand Only)** has been paid by the 1<sup>st</sup> Respondent by way of Cheque No 003746 Dated 31.1.2023 drawn on Kotak Mahindra Bank Ltd in Favour of the 1<sup>st</sup> Complainant Mr. SUNIL SURESH;
- l) Out of the balance sum of **Rs.2,22,75,000/- (Rupees Two Crores Twenty Two Lakhs Seventy Five Thousand Only)** agreed to be paid by the 1<sup>st</sup> Respondent to the Complainants in terms of the Mortgage Deed dated 30-12-2022, registered as document No.SHV-1-08127-2022-23, Book I, stored in CD No.SHVD1292, in the office of the Sub-Registrar Shivajinagar, Bengaluru, in the following manner :

For Rocklines Housing Development Pvt. Ltd.

  
Director



Date	Name	Cheque No.	Amount Rs.	TDS Rs.	Payable Rs.
28.02.23	Shubha Sunil	003749	50,00,000.00	50,000.00	49,50,000.00
28.02.23	Sunil Suresh	003745	50,00,000.00	50,000.00	49,50,000.00
31.03.23	Shubha Sunil	003748	62,50,000.00	62,500.00	61,87,500.00
31.03.23	Sunil Suresh	003744	62,50,000.00	62,500.00	61,87,500.00
Total			2,25,00,000.00	2,25,000.00	2,22,75,000.00

Under the said Mortgage Deed a charge has been created in favour of the 1<sup>st</sup> Complainant in respect of a separate Property in order to assure the payment of the balance money to the Complainants.

9. In pursuance of the foregoing, the parties hereto have cancelled the Agreement to Sell dated 23.09.2015 in terms of a DEED OF CANCELLATION OF AGREEMENT TO SELL dated 30-12-2022. By virtue of which the Agreement to Sell dated 23.09.2015 stands cancelled and the Complainants hereby agree, declare and confirm that they no longer have any right, title, claim or interest in the Schedule Property under and by virtue of the Agreement of Sale dated 23.09.2015.
10. In terms of this compromise, neither the Complainants or any of their successors, assigns or representatives have any manner of right or claims over the said Schedule Property or any portion thereof. The Complainants also confirm that they do not have any claims of whatsoever nature as against the Respondent Nos. 2 to 12, who are the land Owners.
11. After paying the above agreed amount the Respondent-Developer will not have any other amount/s due/payable to Complainants in any manner or vice-versa.
12. The 1<sup>st</sup> Respondent shall also not have any claims on the Complainants with respect to any payments/interest due, if any, under the Agreement to Sell dated 23.09.2015.
13. The 1<sup>st</sup> Respondent unconditionally agrees that in the event of default of any one of the payments by the 1<sup>st</sup> Respondent as mentioned in Para 8 (d) hereinabove, the Balance amount becomes due and payable immediately and consents for the complaint to be allowed as regards the balance amount payable.
14. The parties agree that the aforesaid compromise entered into is not under any coercion, duress, fraud or undue influence and withdraw all their claims made as against each other.

For Reckones Housing Development Pvt. Ltd.

  
Director







**WHEREFORE**, in view of the above, the parties hereto pray that this Hon'ble Authority be pleased to allow the present compromise petition in terms of the above compromise and dismiss the above compliant, in the interest of justice and equity.

**SCHEDULE PROPERTY - RESIDENTIAL UNIT**

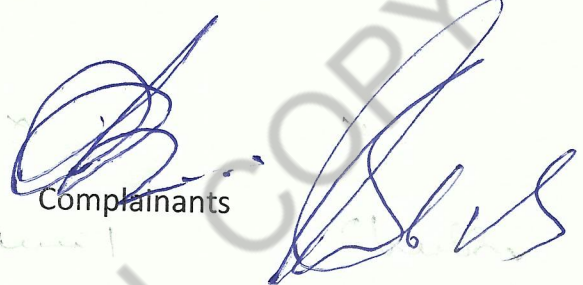
A residential Super built-up area of **6180 Square Feet** of super built-up area along with the corresponding undivided land share of 1452 sft,, on the Sixteenth (16<sup>th</sup>) Floor of the building known as 'ROCKLINE SEETHALAKSHMI' being developed on the Schedule A Property; inclusive of the proportionate share in the common areas such as passages, lobbies, lift, stair-case and other areas of common use – along with an exclusive right of use and enjoyment of 6 Car Parking spaces, together with the corresponding undivided share, right, title and interest in Schedule A Property.

1.



Advocate for the Complainants

2.



Complainants

1<sup>st</sup> Respondent



Director



Advocate for 1<sup>st</sup> Respondent

Place: Bengaluru

Date : 10/02/2023