



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 5602

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mrs. Uma Andanayya & Another
Mirabilis

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	<p><u>CMP- 5602</u></p> <p><u>22.11.2023</u></p> <p>As per the request of the complainants and Sri. B.C. Jagadeesha SPA holder of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 09.12.2023.</p> <p>The complainants and Sri. B.C. Jagadeesha SPA holder of the respondent are present, in the pre-Lok-Adalat sitting held on 22.11.2023. The dispute in connection with execution proceedings in the above case is settled as per the joint memo dated:22.11.2023 filed during the Pre Lok Adalat sitting held today on 22.11.2023 and filed memo reporting settlement dated: 22.11.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainants have no further claims against the respondent whatsoever in the above case. The respondent during pre Lok Adalat sitting handed over a DD (On Demand Pay) bearing No: 394573 dated: 18.11.2023 for a sum of Rs.6,00,000/- (Rupees Six Lakhs Only) of Axis bank, M.G. Road, Branch Bengaluru, in the name of one of the complainant named Andanayya in the judgment. The dispute in connection with execution proceedings in the above case is settled between the parties in the Pre Lok Adalat sitting held on 22.11.2023 in terms of the joint memo dated:22.11.2023. The RRC if any, issued against the respondent is hereby recalled. The matter referred to conciliators to pass award.</p> <p>Received original DD for a sum of Rupees 6 Lakhs/- <u>Saraganachari</u> (Andanayya Saraganachari) <u>Uma</u> (Uma Saraganachari) For KOLBE PATEL DEVELOPERS LTD. (Jagadeesha. B.C.)</p> <p><u>22/11/23</u> Judicial Conciliator.</p> <p><u>Wikittha</u> Advocate Conciliator.</p>

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

CMP/200513/0005602

BETWEEN

1. Mrs. Uma Andanayya Saraganachari,

W/o. Mr. Andanayya Saraganachari

Aged about 39 years

PAN No. BRXPS0157F

Aadhar No. 2568 4423 5233

2. Mr. Andanayya Saraganachari,

S/o. Mr. Veerabhadrayya Saraganachari

Aged about 44 years

PAN No. BRXPS0156E

Aadhar No. 2076 9275 4213

Both R/at: No. 33, # 2, Subhadra Apartment,
KEB Layout, 4th Main Cross,
Sanjay Nagar, Bangalore 560094)

... Complainants

AND

Kolte Patil Developers Limited

Company incorporated under
The Companies Act, 1956,
having its Branch Office at: The Estate,
No. 121, 10th Floor, Dickenson Road,
Bangalore 560042

**Represented by SPA Holder,
B.C. Jagadeesha**

... Respondents

JOINT MEMO

1. The Complainants and the Respondent No.2, Developer respectfully submit that in view of settlement in the above matter the Respondent No.2, Developer has paid a sum of **Rs.6,00,000/-** [Rs. 6,60,000/- less TDS of Rs. 60,000/-] as full and final settlement of all amounts due and liable to the Complainants in terms of Order dated 14.03.2023 passed in CMP/200513/0005602 along with a Memo reporting the same on 22.11.2023.

For KOLTE PATIL DEVELOPERS LTD.

Authorised Signatory

2. It is submitted that after due discussions between the Complainants and Respondent No. 2, Developer, have amicably resolved to settle the matter amongst themselves and thereby resolved to solve the dispute. The signing Parties have agreed as under and have decided to file the present Joint Settlement Memo and settle this case in accordance with the same.
3. The Respondent No. 2, Developer has handed over Demand Draft bearing No. 394573 drawn on Axis Bank, M.G. Road branch, Bengaluru dated 18.11.2023 for a sum of **Rs.6,00,000/-** in favour of Mr. Andanayya Saraganachari (Complainant No. 2). The Complainants have accepted the above mentioned Demand Draft as full and final settlement of all claims by or against the Respondent No. 2, Developer.
4. It is submitted that both the parties have undertaken not to file any other case/proceedings before any court/authority against each other with regards to the subject matter of the complaint. Further, both parties agree that any other proceedings or actions initiated with regard to the said Complaint stand settled.
5. The Parties state that, they have no claim of whatsoever manner against each other either past, present or future other than what is agreed upon with respect to the complaint filed before RERA which is the subject matter of this case. It is further submitted that there is no collusion, force, fraud or any undue influence in entering into the instant compromise and executing the Joint Memo and the requisition filed by the Respondent No. 2, Developer dated 17.11.2023 may be allowed.

Wherefore it is prayed that this Hon'ble Authority may be pleased to take this Memo on record and dismiss the subject complaint as amicably settled fully with the Respondent No. 2, Developer and return the RRC in the interest of Justice and Equity.

For KOLTE PATIL DEVELOPERS LTD.

Authorised Signatory

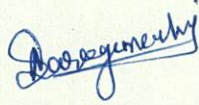
Andanayya Saraganachari

Copy of the paid Memo is attached hereto as Annexure A.

Pray for Order accordingly.



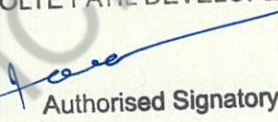
1. Mrs. Uma Andanayya Saraganachari



2. Mr. Andanayya Saraganachari

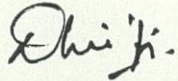
Complainants

For KOLTE PATIL DEVELOPERS LTD.


Authorised Signatory

[BC Jayadeesha]

Respondent



Advocate for Respondent

Bangalore

Date: 22.11.2023

CMP/200513/0005602

Authorised Signatory

4. It is submitted that the Respondent [REDACTED], Developer has also executed and registered the Sale Deed in favour of Complainants vide Sale Deed dated 26.06.2020 and Complainants have also taken possession of the same.
5. The parties have amicably arrived at an out of court settlement and therefore all our disputes and claims whatsoever does not survive for consideration and the Order dated 14.03.2023 passed by your Hon'ble in CMP/200513/0005602 does not survive for enforcement/recovery.
6. In view of the amicable out of court settlement arrived with the Respondent [REDACTED], Developer and Complainants, have no claims whatsoever against the Respondent [REDACTED], Developer and the Order dated 14.03.2023 passed by the Hon'ble Authority in CMP/200513/0005602 is fully satisfied and there is nothing left to enforce the recovery in terms of the Order dated 14.03.2023.

Wherefore, it is most respectfully prayed that this Hon'ble Authority may be pleased to take this Memo on record and dismiss the subject complaint as amicably settled fully with the Respondent [REDACTED], Developer in the interest of Justice and Equity.

1. Mrs. Uma Andanayya Saraganachari

2. Mr. Andanayya Saraganachari

Complainants

For KOLTE PATIL DEVELOPERS LTD.

Authorized Signatory

Respondent [REDACTED]

[BC Jayadeesha]

Advocate for Respondent

Bangalore

Date: 22.11.2023

Complaint No. CMP/200513/0005602

09.12.2023

Before the Lok-Adalat

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated: 22.11.2023 filed by both the parties is hereby accepted. The dispute in connection with the execution proceedings in the above case between the parties is settled before the Pre Lok-Adalat sitting held on 22.11.2023, as per joint memo dated: 22.11.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in the above case stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

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

DATED: 09TH DAY OF DECEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Likitha T.A.

..... Advocate Conciliator

COMPLAINT NO: CMP/200513/0005602

Between

Mrs. Uma Andanayya and another

..... Complainants

AND

M/s. Kolte Patil Developers Ltd.,
(Rep. by SPA holder Mr. B.C. Jagadeesha)


..... Respondent

Award

The dispute between the parties in connection with execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in this case, as per the joint memo and memo reporting settlement dated: 22.11.2023 filed during the Pre-Lok Adalat sitting held on 22.11.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off in terms of the joint memo dated: 22.11.2023 and in terms of the memo reporting settlement and the same are ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

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

PROCEEDINGS BEFORE THE AUTHORITY

Dated 14th March 2023

CMP/200513/0005602

Complainants.....

Smt. UMA ANDANAYYA
SARANGANACHARI &
Sri. ANDANAYYA
SARANGANACHARI
#207, Sri Pearl Park
Apartment,
Kengeri Hobli
Bengaluru - 560059.
(In person)

V/S

Respondent.....

Kolte Patil Developers Limited
The ESTATE, # 121.
10th Floor. Dickenson Road,
Bengaluru-560042.

(By B.C. Jagadeeshan, Authorized signatory.)

1. This complaint is filed under section 31 of the RERA Act against the project "Mirabilis" developed by "Kolte Patil Developers Limited" registered as PRM/KA/RERA/1251/446/PR/170922/000838 for the relief of interest on delay period.

Brief facts of the complaint are as under:-

2. Both the complainants have entered into an agreement of sale and construction agreement on 31/03/2015 to purchase a flat bearing No.F-601 in the project of respondent. The respondent was supposed to handover the possession of the said flat to the complainants in October 2017 with a grace period of six months i.e. April 2018 as per agreement

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Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

of sale. But, the respondent has failed to handover the possession of the said flat as agreed. Further, the respondent started forcing the complainants to get registered the said flat without allowing them for inspection. Therefore, the respondent is liable to pay compensation for the delay period till 03/05/2020 with interest. Hence, this complaint.

3. After registration the complaint, in pursuance of the notice, the respondent has appeared before the Authority through his counsel, but has not contested the matter by filing statement of objections, producing documents on its behalf etc.,

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

5. This matter was heard on 08/06/2022, 17/08/2022, 23/08/2022 and finally on 30/08/2022.

6. Heard arguments of both sides.

7. 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?

8. Our answer to the above points is as under:-

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

REASONS

9. Our findings on Point No.1:- The complainants have approached this forum claiming interest on delay period contending that respondent has caused delay in handing over possession of apartment as per the terms of agreement of sale.

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Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

10. Though the respondent has appeared before this Authority through its counsel, has not taken any interest to proceed further with the matter by filling statement of objections, producing documents on its defense etc.

11. Looking to the terms of agreement of sale, parties herein have entered into an agreement of sale on 31/03/2015. As per terms of agreement of sale respondent was supposed to handover the possession of the apartment to the complainants in October 2017 with grace period of 6 months. Hence, the respondent had to handover the possession in April 2018. But the respondent had handed over possession of the apartment to the complainants on 26/06/2022. Thus, period between May 2018 and 26/06/2020 is to be considered as delay in handing over the possession. i.e. delay of about 26 months.

12. The complainants have paid amount of Rs.2,27,060/- on 30/04/2018, Rs. 2,60,281/- on 16/05/2018, Rs. 2,60,281/- on 28/06/2018, Rs. 2,60,281/- on 08/07/2018, Rs. 2,27,081/- on 03/09/2018, 2,60,281/- on 27/10/2018 and Rs.2,60,281/- on 21/12/2018 to the respondent. In memo of calculation furnished by the complainants it is shown as 'receipts not there' and shown the date as 26/06/2020 and amount of Rs. 2,60,281/-, 2,55,151/-, 42,491/-, 75000/- and 13500/-.(Said amount cannot be considered as there are no receipts).

13. As per sec.18 of RERA Act, the respondent is liable to pay interest for delay period. Since the claim of the complainants remained unchallenged, considering the cogent materials available of record, the delay in handing over possession being apparent, this Authority see no legal impediment in allowing the complaint as prayed. The complainants have paid Rs.44,64,072/- (Forty Four lakh Sixty Four thousand and Seventy Two rupees) to the respondent towards entire sale consideration. Accordingly, the point raised above is answered in the Affirmative.

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

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Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/200513/0005602** is hereby allowed as under.

Respondent is directed to pay the amount of Rs.44,64,072/- with interest at the rate of SBI MCLR+2% from May 2018 upto 26/06/2020 to the complainants within 60 days from the date of this order. Failing which, the complainants are at liberty to enforce the said order in accordance with law.

No order as to costs.

(Neelamani N Raju)

Member
K-RERA

(H.C. Kishore Chandra)

Chairman
K-RERA