



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆ Comp. No: 9728

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Deepak Martin & another

Nitesh Melbourne Park.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 9728

30.03.2023

As per the request of the Power of attorney holders of the complainants and Sri. Harish Kumar MD Authorized Signatory of the respondent, the case is taken-up for amicable settlement, in the National Lok Adalat to be held on 24.06.2023.

Mrs. Jacintha Pinto & Mrs. Jyothi Pinto, Power of attorney holders of complainants and Sri. Harish Kumar MD Authorized Signatory of the respondent present, in the pre Lok-Adalat sitting held on 30.03.2023, the complainant No.1 joined over phone call during pre Lok-Adalat sitting. The Power of attorney holders of the complainant have filed the copy of Power of attorney. The dispute in this case is settled as per the joint memo dated: 30.03.2023 filed during the pre Lok Adalat sitting. 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 case. The authorised signatory of the respondent handed over a DD bearing No.187370 dated:28.03.2023 drawn on HDFC Bank, K G Marg Branch, Bengaluru for an amount of Rs.27,94,181/- in the name of complainant No.1, Mr. Deepak Martin S. The Power of attorney holders of complainants and the authorised signatory of respondent filed memo for withdrawal and joint memo both dated: 30.03.2023. The dispute in this case is settled between the parties in the pre-Lok Adalat in terms of the joint memo dated:30.03.2023. The matter referred to conciliators to pass award.

Jacintha Pinto
(Jacintha Pinto)

Jyothi Pinto
(JYOTHI PINTO)
PA Holders of Complainant

[Signature]
30/3/23
Judicial Conciliator.

[Signature]
Advocate Conciliator.

For NHDPL South Private Limited

[Signature]

Authorised Signatory



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp. No: 9728

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Deepak Martin & Another

Nitesh Melbourne Park.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಅದೇಶಗಳು

01-06-2023
Complaint No: 9728

As per KSLSA letter dated: 19.04.2023 the 2nd National Lok Adalat has been postponed to 08.07.2023 instead of 24.06.2023, but during pre Lok Adalat sitting held on 30.03.2023 the Lok Adalat date is mentioned as 24.06.2023. Hence for kind orders.

[Signature]

Judicial Conciliators)

Perused the office note and the records also the orders passed in the pre-Lok Adalat sitting held on 30.03.2023 in this case. As per Hon'ble KSLSA letter dated: 20.03.2023 the 2nd National Lok-Adalat was fixed on 24.06.2023 subsequently 2nd National Lok-Adalat is postponed to 08.07.2023 instead of 24.06.2023 as per KSLSA letter dated: 19.04.2023. Under the circumstances in the orders passed during the pre Lok Adalat sitting held on dated:30.03.2023 in this case wherever the Lok Adalat dated is mentioned as 24.06.2023 be read as 08.07.2023 instead of 24.06.2023 and accordingly award be passed on 08.07.2023 in this case.

[Signature]
Judicial conciliator

[Signature]
Advocate conciliator

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

CMP/220707/0009728

BETWEEN:

Mr.Deepak Martin S

....Complainant

AND:

NHDPL South Private Limited

....Respondent

MEMO FOR WITHDRAWAL

30/3

The Complainant herein have settled their disputes with the Respondent out of the court by entering into the Memorandum of Settlement deed dated **30th March 2023** The copy of the Memorandum of Settlement is enclosed for the kind perusal of this Hon'ble Court.

The Respondent has paid sum of **Rs. 27,94,181 /- (Rupees Twenty-Seven Lakhs Ninety-Four Thousand One Hundred and Eight One only)** towards full and final settlement with regard to refund of booking amount paid by the Complainant vide

DD No. **187370** Dated **28th March 2023** drawn on HDFC Bank, Bangalore for **Rs. 27,94,181 /- (Rupees Twenty-Seven Lakhs Ninety-Four Thousand One Hundred and Eight One only).**

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 compromise arrived at between the parties, the Complainant request this Hon'ble Court to dispose off the above case as settled in the interest of justice and equity.

PLACE: BANGALORE

PA holder of **COMPLAINANT'S**

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

CMP/220707/0009728

BETWEEN:

Mr. Deepak Martin S

....Complainant

AND:

NHDPL South Private Limited

....Respondent

JOINT MEMO

The Complainant herein has filed the above mentioned Case before this Hon'ble Authority seeking refund of booking amount /advance amount which is pending under trial before this Hon'ble Authority.

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 **30th March 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 Purchaser undertakes to withdraw the Writ Petition filed against RERA before the Hon'ble High Court of Karnataka subsequent to entering into this MOS.

The Respondent has **paid Rs. 27,94,181 /- (Rupees Twenty-Seven Lakhs Ninety-Four Thousand One Hundred and Eight One only)** vide DD No. **187370** Dated **30th March 2023** drawn on HDFC Bank, Bangalore for **Rs. 27,94,181 /- (Rupees Twenty-Seven Lakhs Ninety-Four Thousand One Hundred and Eight One**

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.

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

In view of the above mentioned Memorandum of Settlement dated **30th March 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 **30th March 2023** and dispose off the Case as settled.

PLACE:

Bangalore

PA Holders of

Jyothi Pub
Jacynthia Pinto

COMPLAINANTS

DATED:

30/03/2023

For NHDR with Private Letter
MAJESTIC

RESPONDENT

Authorised Signatory