



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ಫೀಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No : 3735

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ Mr. Binay Dokania  
The Greens Phase II

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP- 3735**

**05.10.2023**

As per the request of the complainant and at the request of Smt. Geetha B Ganesh, Advocate for the respondent, the execution proceedings in connection with above case is referred before the Lok Adalat to be held on 09.12.2023.

The complainant and Advocate for the respondent present, the above complaint is taken up in the pre-Lok-Adalat sitting held on 05.10.2023. The dispute in connection with execution proceedings in the above case is settled as per the joint memo, stating that matter has been settled between the parties in terms of the memo of compromise dated: 05.10.2023 entered between them filed during the pre Lok Adalat sitting. The authorised signatory of the respondent and the complainant as well Advocate for the respondent have signed the memo of compromise. The settlement entered between the parties is voluntary and legal one and as per which either the complainant or the respondent have no further claims against each other whatsoever in the above case except in terms of this memo of compromise. The dispute in connection with execution proceedings in the above case is settled between the parties in the pre-Lok Adalat in terms of the memo of compromise dated:05.10.2023. The matter referred to conciliators to pass award.

*Binay Dokania*  
(BINAY DOKANIA)

*5/10/23*  
Judicial Conciliator.

*Geetha B. Ganesh*  
(Geetha B. Ganesh)  
Adv. Rsp

*Geetha B. Ganesh*  
Advocate Conciliator.



1

**BEFORE THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY, BENGALURU**  
No :1/14, Ground Floor, Silver Jubilee Block, Unity Building, CSI Compound 3<sup>rd</sup> Cross,  
Mission Road, BENGALURU-560027

IN

COMPLAINT No. CMP190728/00003735

BETWEEN

**Mr. BINAY DOKANIA**  
3141. Prestige Sunnyside Oak  
Kadubesanahalli  
BENGALURU-560103.

RANK OF THE PARTIES

:: **COMPLAINANT**

AND

VERSUS

**M/s. SANCHAYA LAND AND ESTATES PVT Ltd**  
[Represented by Authorized signatory] Having its  
office at :: 479, HMT Layout,  
R T Nagar, Bengaluru-560032.

:: **OPPONENT**

**MEMO OF COMPROMISE**

The complainant and opponent in the above matter most graciously submit to filed memo of Compromise for settlement as follows :-

1. That the complainant had filed complaint against opponent The Complainant and the Respondent state and submit that, all the disputes between them in respect of any kind of claims have been settled mutually and amicably between themselves and have now mutually agreed and the said compliant have decided not proceed with Execution Petition and not challenge this compromise memo in any court of law further each other accordingly.

*Binay Doka (BINAY DOKANIA)*

*(Adheate for respondent)*  
*Geetha B. Chavali*  
*(Geetha B Chavali)*



2. The Complainant and opponent have sorted out their dispute and agreed to Settle on the terms and conditions set forth the with the following terms and conditions as hereunder

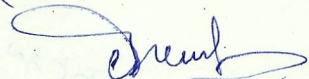
- a) All the allegations and the averments in the text of the complaints are compromise and not pressed especially with respect any claims.
- b) With regards to the same customer owing a flat No. Amber C 506 is ready retain flat both parties with no further claims can be made by the petitioner in the past present and future.
- c) That, Both the parties wish to walk out of the dispute without any-kind of ambiguity with no any kind of communication or interference in each other lives in whatsoever manner or format.
- d) Both the parties are committed not to interfere in the personal matters of each other and give up their right to claim any moniesas against each other in the past present or future in any manner.

#### PRAYER

Wherefore it is most graciously Karnataka Real Estate Regulatory Authority to allow the memo of compromise filed the Respondent/Opponent/Developer as follows: -

**WHEREFORE.** In view of the afore said agreement entered into between the parties, the parties pray that this Hon'ble Court be pleased to dispose of the above case in terms the aforesaid Memo of compromise entered amongst the parties are without any kind of force,

*D. Nagaraj (SINAY DOKAN/A)*

*Advocate for Respondent  
(Geetha S. Anesh)  
*

fraud, volition and it is voluntary warranted with the vested interests of the parties.

Complainant

For Sanchaya Land & Estate Pvt. Ltd

OPPONENT

VERIFICATION

We, Mr. BINAY DOKANIA & I, Mr. Dommaraju Subramanyam Authorized signatory of M/s Sanchaya Lands and Estates Pvt Ltd the parties above named do hereby solemnly state and declare that what is contained in paragraphs 1 to 3 are true to the best of our knowledge, belief and information.

It is most graciously prayed before this Hon'ble court to accept this joint compromise memo and dispose the matter in the interest of justice and equity

Binay Dokania (BINAY DOKANIA)

COMPLAINANT

For Sanchaya Land & Estate Pvt. Ltd

OPPONENT

M/s. SANCHAYA LAND AND ESTATES PVT Ltd

BENGALURU

DATE: 05/10/2023

Binay Dokania  
Dommaraju Subramanyam

Advocate for Respondent  
Ganesh B. Ganesh



**Complaint No. 3735**

**09.12.2023**

**Before the Lok-Adalat**

The execution proceedings in this case are taken up before the pre-Lok-Adalat held on 05.10.2023. The memo of compromise filed by both the parties is hereby accepted. Hence, the dispute in connection with the execution proceedings of this complaint is settled before the Lok-Adalat as per memo of compromise dated: 05.10.2023. The memo of compromise filed by the parties shall be part and parcel of award/order.

The execution proceedings in this complaint referred above 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: 09<sup>TH</sup> DAY OF DECEMBER 2023**

**: CONCILIATORS PRESENT:**

Sri. I. F. Bidari ..... Judicial Conciliator

AND

Ms. Likitha T.A ..... Advocate Conciliator

**COMPLAINT NO: CMP/190728/0003735**

**Between**

Mr. Binay Dokania ..... Complainant

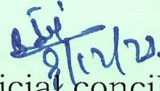
AND


M/s. Sanchaya Land & Estates Pvt. Ltd., .....Respondent  
(Rep. by Smt. Geetha B Ganesh, Advocate)

**Award**

The dispute between the parties with regard to execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in connection with execution proceedings in the matter, as per the memo of compromise dated:05.10.2023 filed during the pre-Lok Adalat sitting on dated: 05.10.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceedings in the case stands disposed off as per the memo of compromise and the said memo of compromise is ordered to be treated as part and parcel of the award.

  
Judicial conciliator

  
Advocate conciliator

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
**Karnataka Real Estate Regulatory Authority, Bengaluru**  
ನಂ: 1/14, ನೆಲಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್ ಹಿಂಭಾಗ, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್,  
3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027.

**BEFORE ADJUDICATING OFFICER, RERA**  
**BENGALURU, KARNATAKA**  
**Presided by Sri K Palakshappa**  
**Adjudicating Officer**  
**Date: 20<sup>th</sup> January 2020**

Complaint No.	CMP/190728/0003735
Complainant	BINAY DOKANIA 3141, Prestige Sunnyside Oak Kadubesanahalli Bangalore-560103 Rep.by Sri M.Mohankumar Advocate
Opponent	M/s Sanchaya Land And Estate Private Limited 478, HMT Layout, R.T.Nagar Bangalore-560032

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

1. BINAY DOKANIA, Complainant has filed complaint bearing complaint no.CMP/190728/0003735 under Section 31 of RERA Act against the project "The Greens Phase 1' developed by "Sanchaya Land And Estate Pvt.Ltd.," as the complainant is the consumer in the said project. The complaint is as follows:

I had entered into an agreement with M/s Sanchaya Land and Estate Pvt. Ltd., hereby called Respondent for booking a flat No.506 in Amber, Tower C, in the Greens Phase 1 on 24.03.2013 and was subsequently allotted and agreement signed on 18.04.2013 for total consideration of Rs.19,33,866/-

*D. S. S. S.*  
20/01/2020



**ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು**

**Karnataka Real Estate Regulatory Authority, Bengaluru**

ನಂ: 1/14, ನೆಲಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್ ಹಿಂಭಾಗ, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್,  
3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027.

including all taxes and amenities charges under subvention scheme/pre-EMI scheme. Out of the said sale consideration, I have paid a sum of Rs.3,86,773/- and Rs.11,79,791/- was paid out of ICICI bank loan arranged by the respondent in my name as per subvention scheme/pre-Emi scheme. As such we have total paid a sum of Rs.15,66,564/- out the total sale consideration to Builder. As per my sale agreement and construction agreement with M/s Sanchaya Land and Estate Pvt. Ltd., the possession date was fixed as 31/09/2015 with a grace period of 6 months. I state that the respondent failed to regularly pay our Pre-Emi installment for a period commencing from 2014 to 2019. I state that we have been burdened to pay the pre-Emi installment pay as on today. I state that I had paid a sum of Rs.6,03,051/- toward Pre-Emi of which Rs.1,47,787/- has been reimbursed by respondent and the rest Rs.4,55,264/- paid by me without re-reimbursement as of July 2019. Hence for the brief facts mentioned above I am seeking for following reliefs: 1. Direct the respondent to complete the construction at the earliest and handover the flat along with OC. 2.Direct the respondent to reimburse all pending pre-emi installment and direct them to pay future pre-emi installment until possession. 3. Direct the respondent to pay interest at the rate of 12% p.a. for a sum of Rs.3,86,773/- paid by me. 4. Direct the respondent to pay interest at the rate of 12% pa. on pre-emi installment paid by us and not reimbursed paid them until reimbursement. 5.Direct the respondent to pay a sum of Rs.12,000/- per month from the date of possession, which we would have earned, had the possession of the Apartment being handed over to us as per the agreement. 6.Compensation for the mental agony and pain and damages to an extent of Rs.5,00,000/-. 7.Loss of income tax benefits because of delay in construction. We are not able to take income tax benefit as construction delay is not allowing to start claiming EMI as per Income Tax Act and Rules 8. Compensation for unfair Trade practice to an extent of Rs.3,00,000/- 9.Cost of litigation and expense to an extent of Rs.10,000/-. We kindly request RERA to look at our case with compassion and direct the respondent to complete he project and hand over the possession of our apartment with interest on

*Devi*  
20/6/2020



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
**Karnataka Real Estate Regulatory Authority, Bengaluru**  
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3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027.

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the delay period. Based on the above we request you good self  
to please register a new RERA complaint against respondent and  
help us with a favorable judgment.

*Relief Sought from RERA : handing of apartment, refund Pre EMI  
and as prayed in the facts.*

2. In pursuance of the notice issued by this authority, the complainant and his counsel were present. The developer on all hearing dates not at all present.
3. Hence, I have heard arguments of the complainant and the matter was posted for judgment on merits.
4. The points that arise for consideration is as to:  
Whether the complainant is entitled for  
Delay compensation as prayed?
5. My answer is affirmative for the following

**REASONS**

6. The complainant is seeking delay compensation from the developer on the ground that he has failed to complete the project within agreed time. The agreement was entered into on 18.04.2013 and March 2015 was the due date including the grace period. But till today the project has not been completed. The advocate representing the complainant has submitted his argument. But the advocate representing by the developer has failed to even file vakalth and also objection. The evidence given by the complainant has not been denied by other side. As per Section 18 when there is fault on the part of the developer without completing the project, then he has to compensate the parties as claimed by the complainant.

*Deva*  
20/01/2020

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

**Karnataka Real Estate Regulatory Authority, Bengaluru**

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3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027.

7. Before passing the final order I would like to say that as per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. The said 60 days be computed from the date of appearance of the parties. In this case the complainant was present on 04.09.2019 but the developer was not all appeared and hence question of delay does not arise. With this observation, I pass the following

**ORDER**

- a. The Complaint filed by the complainant bearing No. CMP/190728/0003735 is hereby allowed
- b. The developer is hereby directed to pay delay compensation @ 9%p.a. on the amount paid as on March 2016 till 30.4.2017.
- c. The developer is hereby directed to discharge all EMI as agreed by him
- d. Further the developer is also directed to pay interest @ 2% above the MCLR of SBI commencing from 01.05.2017 till possession is delivered after obtaining occupancy certificate with all necessary amenities.
- e. The developer is hereby directed to pay Rs.5,000/- as cost of the petition.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 20 /1/2020).

  
K. PALAKSHAPPA  
Adjudicating Officer