

**IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL,
BENGALURU**

DATED THIS THE 17th DAY OF MARCH 2020

PRESENT

HON'BLE SRI JUSTICE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL (K-REAT) NO. 33/2020

(OLD RERA. APL No.24 of 2019)

BETWEEN:

Kolte Patil Developers Limited
Being a Company incorporated under
The Companies Act, 1965,
Having its Office at:
The Estate, 10th Floor,
Dickenson Road, Yellappa Garden,
FM Cariappa Colony, Shivachetti Garden
Bengaluru – 560 042
Represented by its Authorized Signatory
Mr. Nagendra Prasad

:APPELLANT

(By Sri V C Raju for M/s Vishwanath & Manasa, Adv)

AND

1. Mr. Venkata Krishna Kotra
Aged major
R/at: No. 96,
28th Main, Sector I,
HSR Layout,
Bangalore – 560 102

2. Real Estate Regulatory Authority
No. 1/14, 2nd floor, Silver Jubilee Block,
Unity Building, CSI Compound,
3rd Cross, Mission Road,
Bengaluru-560 027
Represented by its Secretary.

:RESPONDENTS

(Sri Venkata Krishna Kotra – R1, Party-in-person)

(Sri M V Prashanth Advocate for Respondent-2)

This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 before the Karnataka Appellate Tribunal, Bengaluru, to set aside the order dated 14th December 2018 in CMP/180915/0001273 passed by the Adjudicating Officer, RERA Respondent-2. This appeal was transferred to this Tribunal on 02.01.2020 and renumbered as Appeal No.(K-REAT) 33/2020.

This appeal coming on for hearing this day, the Chairman, made the following:

JUDGMENT

This appeal is preferred by a developer challenging the impugned order dated 14th December, 2018 passed in Complaint No.CMP/180915/0001273 by the learned Adjudicating officer wherein he has directed as under:

“1. The complaint No.CMP/180915/0001273 is allowed.

2. The developer is hereby directed to give the delay compensation at the rate of 10.25% on the amount paid by the complainant commencing from January,2018 till the notice for delivery of possession is issued.

3. The developer is also directed to consider the demand made by the consumer with regard to electrification as discussed above within two months”.

2. The appellant and the contesting Respondent No.1, after due negotiations for settling the dispute amicably, have entered into a Deed of Settlement dated 17th March, 2020, by reducing the terms of settlement into writing. A Joint Memo enclosing a Xerox copy of the Deed of Settlement dated 17.3.2020 signed on behalf of the Appellant-company by the authorized signatory of the appellant-company, and Sri Venkata Krishna Kotra, Respondent No.1 (party-in-person) is produced before the court and is taken on record.

3. Terms of the Deed of Settlement are read over to the parties in the language known to them. Appellant and respondent No.1 have stated before the court that they have entered into the Deed of Settlement with their own will and volition and there is no force, coercion or misrepresentation or under influence in executing the Deed of Settlement. It is stated that it is in the interest of both the parties.

4. As per the terms of Deed of Settlement, parties have agreed to adjust the amounts payable by them mutually and either party need not have to pay anything. Further, the appellant has agreed to arrange for registration of the sale deed in favour of Respondent No.1 in respect of apartment bearing No. 908, 9th floor, in B1 Block,

allotted in his favour within seven days from the date the 1st Respondent intimating the appellant that he is ready with the funds to meet the expenses towards stamp duty, registration fee and other incidental charges.

5. Parties are directed to fix the date and time convenient to both of them for registration of the sale deed before the concerned Sub-Registrar. After registration of the sale deed, the appellant is directed to issue 'No objection certificate' and other documents in favour of the 1st respondent at the time of execution of the sale-deed so as to enable him to obtain Khatha and seek transfer of electricity connection in his name.

6. In view of the above, the parties have prayed for disposal of the appeal in terms of the Deed of Settlement.

7. Accordingly, the appeal is disposed of in terms of the Deed of Settlement dated 17.3.2020, which is treated as part and parcel of this Judgment. Respondent No.2-RERA is hereby directed to release/refund the 30% amount deposited by the appellant while preferring the appeal before the Interim Tribunal (KAT), within seven days from the date of receipt of the copy of this order in favour of the appellant.

8. There is no order as to costs.

9. Registry is directed to comply with the provisions of Section 44(4) of the Act and return the original records to RERA.

Sd/-
HON'BLE CHAIRMAN

Sd/-
HON'BLE ADMINISTRATIVE MEMBER

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