

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

DATED THIS THE 22nd DAY OF FEBRUARY, 2021

PRESENT

HON'BLE SRI JUSTICE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI K P DINESH, JUDICIAL MEMBER

APPEAL (K-REAT) NO. 98/2020

(OLD RERA APPEAL No.102/2019)

BETWEEN:

M/s G M Infinite Dwelling (India) Pvt Ltd.,
(A Company incorporated under the provisions
Of Companies Act 1956)
Having its registered address at
No.6, GM Pearl, 1st Stage, 1st Phase,
BTM Layout, Bengaluru - 560 068

M/s. GM Infinite E-City Town Phase-2
Situating at Thirupalya Village,
Electronic City Phase-1, Bengaluru

Represented by its
Chairman-Managing Director
Sir Gulam Mustafa
S/o Sri Gulam Rasool
Aged about 47 years

:APPELLANT

(By Sri Yeshu Mishra for M/s Haranahalli Law Partners, Advocate)

AND

1. Archies Menenzes,
Major,
Fathers name not known
R/at C-102, DSK Garden Enclave,
Off NIBM Road, Kondhwa,
Pune - 411 048

2. The Karnataka Real Estate Regulatory Authority,
#1/14, 2nd Floor, Silver Jubilee Block,
Unity Building Backside, CSI Compound,
3rd Cross, Mission Road,
Bengaluru-560 027
Represented by its Secretary

:RESPONDENTS

(Smt Sujatha H H, Advocate for R1)

(R2 served, unrepresented)

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 21st June, 2019 in CMP/UR/190220/0002222 passed by the Authority Officer, RERA Respondent No.2. This appeal was transferred to this Tribunal on 02.01.2020 and renumbered as Appeal No.(K-REAT) 98/2020.

This appeal coming on for argument this day, the Chairman, passed the following:

JUDGMENT

This Appeal is by a promoter of a Real Estate Project viz., GM Infinite E City Town Phase-2, challenging the impugned order passed by RERA.

2. Subsequent to filing of the Appeal, appellant/promoter and 1st respondent/allottee, after due deliberation and discussion of their dispute relating to the claim of the allottee for return of the amount of the allottee, have got the same settled amicably, by reducing the terms of settlement into writing by way of filing a detailed Compromise Petition, under Order XIII Rule 3 of the Code of Civil Procedure.

3. The Compromise Petition, signed by the Managing Director of the appellant/Company and first respondent/allottee and learned Counsel appearing for them, is taken on record.

4. The submission made by learned Counsel appearing for the appellant and 1st respondent/allottee that their parties have confirmed terms of settlement and they have no objection for disposing of the Appeal, in so far as the claim relating to the allottee for returning of the amount, is placed on record.

5. Learned Counsel appearing for the appellant/promoter and 1st respondent/allottee jointly submit that the Appeal, in so far as the claim of the allottee is concerned, may be disposed of in terms of the Compromise Petition without prejudice to the contention of the promoter that their Project is exempted from RERA registration, which issue will be considered later in Appeal Nos.90/2020 c/w 91/2020.

6. The submissions made by Smt. Anupama, learned Counsel appearing for the promoter that the Managing Director of the appellant-Firm himself has signed the Compromise Petition and he has agreed for settling the claim of the allottee in terms of the compromise, is placed on record.

7. Appellant and 1st respondent shall discharge their respective obligations as per the terms of the Compromise Petition in order to give effect to the compromise and to avoid unnecessary litigation in future.

8. It is needless to say that if the parties fail to honour the terms of compromise, it is open to the opposite parties to take steps in accordance with law for enforcement of the terms of the Compromise Petition.

9. In view of the above, following

ORDER

- 1) Appeal, in so far as the claim of the first respondent/Allottee, stands disposed of in terms of the Compromise Petition.
- 2) Compromise Petition and memo of calculation filed today are ordered to be treated as part and parcel of this order.
- 3) Registry, while issuing copy of today's order, shall issue along with copy of the Compromise Petition and memo of calculation.
- 4) In view of disposal of the Appeal in respect of the claim of the allottee in terms of Compromise Petition, all pending I.As., if any, stand disposed of, as they do not survive for consideration.
- 5) The Secretary, RERA, is hereby directed to release the amount deposited by the appellant with the RERA while preferring the above Appeal before the Interim Tribunal (KAT) along with interest, if any, accrued thereon, but by deducting TDS, if any, by issuing

cheque in the name of the allottee, within six weeks time from the date of furnishing copy of this order, failing which the said amount will carry interest at the rate of interest to be levied by Nationalised Banks on housing loan.

- 6) The Registry of this Tribunal is hereby directed to release the amount, if any, deposited by the appellant with this Tribunal in part compliance of proviso to Section 43(5) of the RERA Act, along with interest, if any, accrued thereon, but by deducting TDS, by issuing cheque in the name of the allottee within two weeks from the date of allottee furnishing necessary documents such as Pan card, etc.
- 7) The issue, as to whether appellant's Real Estate Project viz., GM Infinite E City Town Phase-2, is exempted from RERA registration or not, will be considered in Appeal Nos.90/2020 and 91/2020 and decision to be taken in the said Appeal will hold good for all the Appeals filed in Appeal Nos.92/2020 to 100/2020.

**Sd/-
HON'BLE CHAIRMAN**

**Sd/-
HON'BLE JUDICIAL MEMBER**