

**KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT**

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

DATED THIS THE 11TH DAY OF FEBRUARY, 2023

:CONCILIATORS PRESENT:

**HON'BLE SRI JUSTICE B. SREENIVASE GOWDA,CHAIRMAN
AND**

SRI S. SHASHANK, ADVOCATE CONCILIATOR

APPEAL (K-REAT) NO. 10/2023

Between:

Inner Urban Infra Estate Pvt Ltd.,
No.523, ground floor,
24th Main, sector-2,
HSR Layout,
Bengaluru-560102
Represented by its
Auhtorised Signatory
Mr. Chandra Shekar P.K

:APPELLANT

(By Sri Pradeep V.B, Advocate)

And:

1. Karnataka Real Estate Regulatory Authority,
No.1/14, Silver Jubilee Block,
Unity Building Backside,
CSI Building,
3rd Cross, Mission Road,
Bengaluru – 560 027
Represented by its Secretary.
2. Mr. Dibya Ranjan Mohanty
S/o. S.D. Mohanty,
Aged about 40 years,

3. Simlin Patnaik,
W/o. Dibya Ranjan Mohanty,
Aged about 38 years,

Both are R/at No.33,
Urban Serenity,
Sarjapur, Bagalur Road,
Thindlu, Sarjapur,
Bengaluru-562 125.

:RESPONDENTS

(R1- RERA served, unrepresented)
(Sri M.D Rajkumar, Advocate for R2 & R3)

The appellant has filed the above appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016, praying to set aside the impugned order dated 10.10.2022 passed by the Authority, RERA, Bengaluru in CMP/211126/0008636.

This appeal coming on for recording settlement before National Lok Adalat, this day, the following conciliation order is passed:

CONCILIATION ORDER

The Authorised signatory of the appellant company and the learned counsel appearing for the appellant, respondent No.2 & 3 and learned counsel appearing for them are present. Respondent No.2 has participated in the conciliation on his behalf and on behalf of R3, who is his wife.

2. The Appellant-promoter and Respondent Nos. 2 & 3-allottees, after due deliberations and discussions of their dispute in the presence of Judicial and Advocate Conciliators, have got their dispute pertaining to the subject matter of the complaint and this

appeal settled amicably by way of filing a Joint memo of settlement and they requested to dispose of the appeal accordingly.

3. As per the terms of joint memo of settlement, the promoter has agreed for releasing a sum of Rs.8,00,000/- (Rupees Eight lakhs only) from out of the amount that they have deposited with this Tribunal in compliance of proviso to Section 43 (5) of the Act in favour of R2 and R3-allottees towards full and final settlement of interest for the delayed period from 30.05.2019 upto 30.10.2023 i.e., till the date of completion of pending work pointed out by the Inspector appointed by the Authority in his report.

4. Further, the allottees have agreed to receive the said sum of Rs.8,00,000/- (Rupees Eight lakhs only) from the promoter towards full and final settlement of their claim for interest for the delayed period from 30.05.2019 upto 30.10.2023. The parties have further agreed for releasing the remaining amount along with interest, if any, accrued thereon in favour of the promoter.

5. The Joint memo of settlement signed by the authorized signatory of the appellant-company, learned counsel for the appellant, Respondent Nos.2 on his behalf and on behalf R3, who is his wife and learned counsel for the allottees, is taken on record.

6. Both parties to the proceedings have agreed that they have no any other claim whatsoever against each other, other than the subject matter of the above complaint and the appeal.

7. The parties submit that the settlement entered into between them is voluntary and on their free will, volition, without any force or coercion.

8. Accordingly, the appeal is disposed of in terms of the Joint memo of settlement. The Joint memo of settlement filed by the parties shall be treated as part and parcel of this order.

9. In view of the above, the following:

ORDER

- i) Appeal is disposed of in terms of the Joint Memo of settlement;
- ii) The Joint Memo of settlement and Memo of authorization filed by the parties is ordered to be treated as part and parcel of this order;
- iii) Parties shall discharge their respective obligations enumerated in the Joint Memo of settlement in order to give effect to the compromise and to avoid unnecessary litigation in future;
- iv) The Registry is hereby directed to release a sum of Rs.8,00,000/- (Rupees Eight lakhs only) deposited by the appellant with this Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the Act, to the allottees-Respondents 2 and 3 by issuing either

a cheque or DD in their favour and refund the remaining amount along with interest, if any, accrued thereon, by issuing either a cheque or DD in the name of appellant-company and shall hand over the cheque or DD to the authorized signatory of the appellant-company who has signed the Joint memo of settlement and vakalath on furnishing necessary documents and by following due procedure;

- v) Office while issuing certified copy of the order, at the instance of any of the parties, shall issue the same along with copy of the Joint Memo of settlement;
- vi) Registry is directed to comply with provision of Section 44(4) of the Act and to return the records to RERA, if received.

**Sd/-
HON'BLE CHAIRMAN**

**Sd/-
ADVOCATE - CONCILIATOR**