

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

DATED THIS THE 17th DAY OF APRIL, 2023

PRESENT

HON'BLE SRI B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI K P DINESH, JUDICIAL MEMBER

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL NO. (K-REAT) 30/2023

BETWEEN:

1. Shriram Properties Limited,
(Earlier Shriram Properties Pvt. Limited)
Present Address:
No.31, 2nd Main Road, T. Chowddiah Road,
Near Bashyam Circle,
Sadashivanagar, Bengaluru-560080
A Company incorporated under the
Provisions of Act 1956 and rep. by its
Authorised Signatory-Mr. Bharat Jumrani.

2. Shriprop Dwellers Private Limited
Present Address:
No.31, 2nd Main, T Chowdaiah Road,
Near Bashyam Circle,
Sadashivanagar, Bengaluru-560080
A Company incorporated under the
Provisions of Act 1956 and rep. by its
Authorised Signatory-Mr. Bharat Jumrani.

Old Address

No.40/43, 8th main,
4th cross, Sadashivanagar,
Bengaluru-560080

...APPELLANTS

(By Sri Joseph Anthony for JSM Law Partners, Advocate)

AND

1. The Karnataka Real Estate Regulatory Authority,
No. 1/14, Ground Floor,
Silver Jubilee Block, Unity Building,
C.S.I Compound, 3rd Cross,
Mission Road, Bengaluru 560 027.
By its Secretary.

2. Mr. Varun Kumar
& Mrs. Veena Rai,
Flat #F2, 1st Main, 5th cross,
T K Reddy Layout, Banaswadi
Bangalore -560 043.

...RESPONDENTS

(Sri Rajashekhar K, Advocate for R1-RERA-Absent,
R.2-party-in-person)

This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal praying to call for the records and set aside the order dated 28th October 2022 passed by the 1st Respondent- Authority, in CMP/220330/0009289.

This appeal coming on for hearing this day, Hon'ble Chairman delivered the following:

J U D G M E N T

The appellant-promoter is engaged in the business of developing real estate projects and one such project is "SHRIRAM SUMMIT" developed by the promoter in property bearing Survey No. 80/1, 2, 3, 4, 84/6 & 7, 85/2, 89/1 & 2, 121/1, 2, 3 situated at Veerasandra & Hebbagodi Villages, Attibele, Anekal Taluk, Bengaluru Urban-562107.

2. The 2nd respondent and his wife, hereinafter referred as allottees, being desirous of purchasing a flat bearing No.SMT No-21.03.02 in the said project, entered into an Agreement for Sale dated

05th May 2018 with the promoter. As there was delay in completion of the project and handing over possession of the flat to the allottees within the stipulated period as agreed between the parties in the agreement of sale, the allottees filed a complaint before RERA seeking compensation by way of interest for the delayed period.

3. The RERA Authority, after hearing the complainants and the learned counsel for the promoter, perusing the records and documents furnished in the case, passed the impugned order. The operative portion of the said order reads as under:

“In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. CMP/220330/0009289 is hereby allowed. Respondent is directed to pay a sum of Rs.11,57,370/- (Rupees Eleven Lakh Fifty Seven Thousand Three Hundred and Seventy Only) towards delay period interest to the complainants within 60 days from the date of this order, calculated at MCLR + 2% from 31/12/2019 till 29/06/2022. The interest due from 30.06.2022 to 20.07.2022 will be calculated likewise and paid to the complainants are at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority”.

4. The Promoter being aggrieved by the said order, has preferred this appeal challenging the impugned order dated 28th October 2022 passed by the 1st Respondent- Authority, in CMP/220330/0009289.

5. Sri Joseph Anthony, learned counsel appeared for the appellant-promoter. Respondent No.2-allottee on his behalf and on behalf of his wife, appeared as party-in-person. There is no representation for R1-RERA.

6. That subsequent to filing of the appeal, appellant/promoter and Respondent No.2-allottees, after due deliberation and discussion of their dispute pertaining to the complaint in CMP/220330/0009289 and this appeal, have got the same settled amicably by reducing the terms and conditions of settlement into writing by way of filing a Joint Memo. The Joint Memo signed by the authorized signatory of the appellant company, learned counsel for the appellant and 2nd respondent-allottee on his behalf and on behalf of his wife as her authorized person vide authorization letter dated 21.03.2023, are taken on record.

7. The terms of Joint Memo were read over to the parties in the language known to them and they have submitted that the settlement entered into between them is on their free will and volition and there is no force, misrepresentation, fraud, undue influence or coercion and that they have no claim of whatsoever nature against each other, except the claim made in the complaint and this appeal and they submit that the appeal may be disposed of in terms of Joint Memo.

8. In addition to this, learned counsel for the appellant submits that parties have signed the Joint Memo in his presence. In the joint memo the learned counsel further submits that the parties have agreed that out of the 100% pre-deposit made, by the appellants, a sum of Rs.7,00,000/-(Rupees Seven Lakhs only) be released in favour of the Respondent No.2 and the balance amount along with interest, if any accrued thereon shall be released in favour of the Appellant.

9. In view of the above submissions, we pass the following:

ORDER

- i) Appeal is disposed of in terms of the Joint Memo;
- ii) The Joint Memo filed by the parties and letter of authorization given by Mrs. Veena Rai in favour of her husband Mr. Varun Kumar, are ordered to be treated as part and parcel of this order;
- iii) In view of para 3(c) of the Joint memo, the Registry is hereby directed to release a sum of Rs.7,00,000/-(Rupees Seven Lakhs only) in joint names in favour of Respondent No.2 and his wife out of the amount deposited by the appellant with this Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the Act, and shall hand over the Banker's cheque or DD to Respondent No.2 i.e., Mr. Varun Kumar and the balance amount along with interest accrued thereon, if any, shall be released in favour of the Appellant by issuing either a Banker's cheque or DD in the name of the appellant-company and shall hand over the Banker's cheque or DD to the Authorized signatory of the appellant-company who has signed the Vakalath and the appeal Memo, on furnishing necessary documents and by following due procedure;

- iv) Parties shall discharge their respective obligations enumerated in the Joint Memo in order to give effect to the terms of compromise and to avoid unnecessary litigation in future;
- v) In view of disposal of the appeal in terms of Joint Memo, pending I.As, if any, stand disposed of as they do not survive for consideration;
- vi) 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 and letter of Authorisation;
- vii) Registry is directed to comply with provision of Section 44(4) of the Act and to return the records to RERA, if received.

No order as to costs.

**Sd/-
HON'BLE CHAIRMAN**

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

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