BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL (TNREAT)

(Tamil Nadu, Puducherry, Andaman & Nicobar Islands)

(Under the Real Estate Regulation And Development Act 2016)

DATED 20.01.2021

Coram : Mr.Justice B.Rajendran, Chairperson
Mr.N.Balasubramanian, Judicial Member

Appeal Nos. 1 to 7 and 25 to 27 of 2020

M/s. Green Peace Constructions Pvt. Ltd.,
Rep. by its Managing Director
Mr.P.R. Earnarst
... Appellant in A.Nos.1 to 7 and 25 to 27 of 2020

-Vs-

S.Krishnakumar ... Respondent in A.No.1/2020

Varun Raju ... Respondent in A.No.2/2020

R.Pradeepa ... Respondent in A.No.3/2020

Raghavan Sriraman ... Respondent in A.No.4/2020

Udhayakumar Selvam ... Respondent in A.No.5/2020

1. S.Murugappan
2. S.Meenakshi ... Respondents in A.No.6/2020

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L.Sriraman ... Respondent in A.No.7/2020

G.Kumar ... Respondent in A.No.25/2020

Jeyaraj Evans Selvaraj ... Respondent in A.No.26/2020

T.Srinivasan ... Respondent in A.No.27/2020

These appeals were taken on file on 24.12.2019 and came up for hearing on 06.01.2021.The appellants counsel represented that they are willing to withdraw all the cases unconditionally. The respondents counsel and one of the respondent represented through Authorized representative represented that they have no objection for withdrawal. Hence the appellant was directed to file memo for withdrawal. On 20.01.2021 the appellants' counsel Mr.A.G.Sathyanarayana, filed change of vakalat for the appellant along with a memo for withdrawal of the appeals and the respondents' counsel M/s. Hema Srinivasan, S.Shamili and N.Umayaparvathi, for the A.Nos.1,3 to 7 and 25 to 27 of 2020 and respondent's representative Mr.Varadharajan in A.No.2/2020 represented that they have no objection to permit the appellant to withdraw the appeal but insisted for costs and to that effect they have sent emails. Considering the withdrawal memo and the representation of the respondents for costs, through video conferencing, this Tribunal delivered the following:

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COMMON ORDER

2. The respondents entered into joint development agreement with the appellant for construction and reconstruction agreement respectively on 15.11.2012. The respondent undertook to construct the flats and hand over possession within 12 months from the date of agreement i.e., on or before 15.03.2017. Due to inordinate delay in handing over the possession, undue delay in completing the structures, diversion of funds siphoning of pooled money from the special account failure to pay owed penalties to them under the agreements among other things made the respondents feel defrauded and deceived. Consequently the flat buyers have lost faith on the appellant. Hence the respondents came forward with the complaint before the Regulatory Authority for the relief of termination of the joint development agreement dated 15.11.2012, as well as supplementary agreement, directing the appellant to return a sum of Rs.28,06,582/ that was unauthorizedly withdrawn from the special account, directing that the funds from Mr.Kumar and Mr.Kasi that were not brought into the special account be brought into special account, directing the appellant to settle the electricity dues to TNEB amounting to Rs.18,869/- plus late payment penalty charges in order to restore the disconnected electricity service, directing the appellant by restraining them from directly or directly hampering or interfering with the continuation of the taking over of the construction, to permit the respondents as a part of the association to take over the construction and for any other order deems fit. After contest the Authority has directed the appellant to remit the balance funds available with them in respect of this project, by invoking Section 8 of the Real Estate Act, the Authority permits and directs that Block Ninety Flat Owners Association, K.K.Nagar shall carry out the remaining construction in this regard. The appellant is restrained from proceeding further in this project in terms of taking up the remaining construction in this project.

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Aggrieved upon that the appellant preferred these appeals. During the hearing from 17.03.2020 to 06.01.2021 negotiations were going on and finally on 06.01.2021 the appellant and his counsel represented that they are willing to withdraw all the cases unconditionally. Then at last on 20.01.2021 the appellant has filed a fresh memo seeking of withdrawal of all the cases without any liberty. Even though the respondents have no objection for the withdrawal of the case they have insisted for costs. The authorized representative of the respondent in A.No.2/2020 Mr.Varadharajan also insisted for cost. To that effect both sides filed memo through mails and the appellant filed memo in the registry. Accepting the same this Tribunal delivered the following order:

> ***The authorized representative for the respondent in A.No.2/2020 has stated during the video conferencing orally and is sending an email for no objection. Hence the Appeal Nos. 1 to 7 and 25 to 27 of 2020 are all permitted to be withdrawn but the appellant is directed to pay Rs.1000/- in each of the case to the respondents. The learned advocate for the appellant undertook that the costs will be paid on or before 30.01.2021.***
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> ***Hence all these appeals in A.No.1 to 7 and 25 to 27 of 2020 are permitted to be withdrawn with costs of Rs.1000/- to be paid by the appellant to the respondents in each of the appeals.***

Therefore all these appeals in A.No.1 to 7 and 25 to 27 of 2020 are dismissed as withdrawn with costs of Rs.1000/- to be paid by the appellant to the respondents in each of the appeals. The connected Miscellaneous Applications are closed.

This Order is directly dictated to the Stenographer, transcribed and typed in the computer by her, corrected and pronounced by us in the open court on 20th Day of January 2021.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
JUDICIAL MEMBER

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