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 29.09.2021

Coram : Mr.Justice B.Rajendran, Chairperson
Mr.N.Balasubramanian, Judicial Member
Ms.Leena Nair, Administrative Member

M.A.No.143/2021
in
A.No.10/2021
(Through Video Conferencing)

M/s.Akshaya Private Limited,
Rep. by its Managing Director, Mr.Chitti Babu
... Applicant/Appellant

- Vs -

K.Deepa .... Respondent/Respondent

This Miscellaneous Application was taken on file on 29.09.2021 and came up for hearing today in the presence of M/s.Mani Sundar Gopal & Shree Aadya.S, Counsels for the applicant/appellant and M/s.R.Ramya, Suresh Sampath, A.Maheswari & B.Arvind Srevatsa, Counsels for the respondent/respondent. Having heard the arguments of both sides through video conferencing and this Tribunal delivered the following:

ORDER

The applicant is the appellant/promoter and the respondent is the home buyer. The respondent/homebuyer preferred a complaint in C.C.P.No.59/2019 for the relief of refund with interest and compensation. After contest the Adjudicating Officer allowed the complaint in part and directed the promoter for refund along with interest at the rate of 10.15% along with compensation for mental agony and litigation costs. Aggrieved upon the same the promoter/appellant preferred this appeal. Today on the side of the appellant filed an application in M.A.No.143/2021 by stating that they have entered into compromise hence to complete the compromise process the appellant seeking to set aside a portion of the order of the Adjudicating Officer. The respondent counsel represented that they have no objection and to that effect send an email. Considering the compromise this Tribunal passed order as follows:

"This application is filed stating that the parties have compromised. The appellant has identified a new buyer who is willing to take up the flat and repay the amount to the respondent. The respondent counsel is present. She also states that they have received a portion of the amount. The appellant is going to register the property in the name of the third party for which the respondent counsel has stated in the video conferencing that they have no objection. Further during the hearing she stated that they would send an email stating that they have no objection. The statement of the Learned Advocate is recorded. Email also received.

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As per the appellant's application there is a portion of the order in CCP.No.59/2019 dated 17.9.2019 namely *"The charge of the aforesaid amount shall be on the flat booked by the complainant till their repayment"* as there is a specific attachment unless this order is vacated they may not be able to register the sale deed, as they are a party to the order they only want to set aside this portion of the order namely *"The charge of the aforesaid amount shall be on the flat booked by the complainant till their repayment".*

As the matter itself has been compromised between the parties and as the respondent has no objection this portion of the order in CCP.No.59/2019 dated 17.9.2019 namely *"The charge of the aforesaid amount shall be on the flat booked by the complainant till their repayment"* alone is set aside as per the present application.

The application is allowed, in view of the compromise between the parties for deleting in the portion of the operative portion of the order in paragraph No.2 of the order in CCP.No.59/2019 dated 17.9.2019.

Post the case for recording compromise on 22.10.2021."

This Order is directly dictated to the Stenographer and typed in the computer by her, corrected and pronounced by us in the open court on 29th Day of September, 2021.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
ADMN. MEMBER

Sd/- xxxx
JUDL. MEMBER

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