BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL
CHENNAI

Monday the 19th day of September 2022

CORAM : Miss. LEENA NAIR, ADMINISTRATIVE MEMBER
Mr.R.PADMANABHAN, JUDICIAL MEMBER

Appeal No.15 of 2022

M/s. Jain Housing & Construction Ltd.,
Rep. by its Managing Director,
Sanjay Sachin Mehta ... Appellant

-Vs-

K.S.Nethranandam ... Respondent

This is an appeal U/s 44(1) of the Real Estate (Regulation and Development) Act 2016 as against the Order passed by TNRERA in C.No.138 of 2021 dated 30.12.2021.

K.S.Nethranandam ... Complainant

-Vs-

M/s. Jain Housing and Construction Ltd. ... Respondent

This appeal was taken on file on 25.03.2022 and came up for final hearing on 19.09.2022 in the presence of M/s. S.Kamalesh Kannan and Sai Sathya Jith, Counsels for the appellant and M/s.Anil Relwani, Counsel for the

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respondent. Matter reportedly compromised between the parties. Having heard the both sides through video conferencing and having stood over for consideration till this date and this Tribunal delivered the following:

ORDER

The brief facts that are relevant for the disposal of this appeal are as follows:

1. The appellant and the respondent entered into a joint venture agreement in respect of a land development project. Subsequently there was some dispute between the parties regarding the allocation of shares. Following which the respondent herein preferred a complaint in C.No.138 of 2021 seeking direction to complete the construction of block No.4 and to hand over the 9 flats with all amenities to the complainant or in the alternate to allot 9 flats in block No.1. The respondent also prayed for a declaration that the clause 8 of the revised allocation agreement dated 30.09.2016 is null and void. Further the respondent also sought for compensation for the delay caused.

2. The learned TNRERA members allowed the complaint and also gave the liberty to the complainant to file a separate complaint for compensation for the delayed construction. Aggrieved over the same the appellant has preferred this appeal before this Tribunal.

3. After service of notice the respondent entered appearance. While the matter was pending for arguments it is reported that the parties themselves have settled the matter amicably. Today the joint compromise

agreement was filed along with the joint memo duly signed by the counsels appearing on either side. Both the counsels for the appellant and respondent were appeared through video conferencing and requested to record the compromise. The compromise agreement was perused and satisfied. Accordingly, the compromise agreement reached between the parties is hereby recorded and the appeal is disposed in terms of the compromise agreement. The counsel for the appellant brought to the notice of this Tribunal that the TNRERA has issued a separate communication to the concerned Sub Registrar not to register any sale deed in respect of the project involved in this appeal. This Tribunal was not aware of any such communication. Since the matter is compromised the appellant is at liberty to move the TNRERA by filing a memo requesting to withdraw the said communication. Appeal disposed as compromised.

4. In the result, the appeal is disposed in terms of the compromise agreement dated 9.9.2022 duly signed by the parties to the appeal. The compromise agreement shall form part of this order. There shall be no order as to costs. Connected Miscellaneous Applications pending if any are closed.

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 19th Day of September 2022.

Sd/- XXXX
ADMINISTRATIVE MEMBER

Sd/- XXXX
JUDICIAL MEMBER

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