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 21.07.2023

Coram : Hon'ble Mr.Justice M.Duraiswamy, Chairperson
Mr.R.Padmanabhan, Judicial Member

Appeal No.29/2022
and
M.A.No.79/2022

M/S. Jain Housing & Construction Ltd.
Rep by its Vice President
Vasudevan, Authorized Signatory ... Appellant

- Vs -

1. S. Ravi
2. R. Sharath Kumar ... Respondents

Prayer: The appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 to allow the appeal and set aside the order dated 27.04.2022 made in C.No.168/2021 by TNRERA and to dismiss the complaint.

For Appellant : Mr.S.Kamalesh Kannan

For Respondents : Mr.K.Venkateswaran for Mr.S.Vigneshwaran

ORDER

When the appeal is taken up for hearing, Mr.S.Kamalesh Kannan, learned counsel appearing for the appellant and Mr.K.Venkateswaran,

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learned counsel appearing for the Respondents submitted that the parties had settled the matter out of court and also entered into Joint Memorandum of Compromise dated 21.07.2023. The learned counsel on either side also produced the Joint Memorandum of Compromise before this Tribunal today. The Joint Memorandum of Compromise was signed by all the parties as well as their respective counsels.

In view of the settlement arrived at between the parties, the appeal is disposed of in terms of the Joint Memorandum of Compromise dated 21.07.2023. The Joint Memorandum of Compromise shall form part of the order. It is made clear that the appeal is disposed of without prejudice to the provisions of Section 14(3) of the Real Estate (Regulation and Development) Act, 2016.

Mr.Kamalesh Kannan, learned counsel for the appellant undertakes to hand over the keys and other documents to Mr.K.Venkateswaran, learned counsel for the Respondents on or before 6 p.m. on 22.07.2023.

Consequently, the connected Miscellaneous Application is closed.

Sd/-xxxx
CHAIRPERSON

Sd/-xxxx
JUDICIAL MEMBER

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தமிழ்நாடு तमिलनाडु TAMIL NADU

6/7/23

JHCL

19AC 734710

M. SARAVANAN
Stamp Vendor
License No. 2776 / E-2 / 94
4/2, Padmanaban Street,
Kodambakkam, Chennai-600024.

THIS STAMP PAPER FORMS PART AND PARCEL OF DEED OF COMPROMISE DATED 21st JULY 2023, EXECUTED BY RAVI & ANOTHER IN FAVOUR OF M/S..JAIN HOUSING & CONSTRUCTIONS LTD, IN A.NO.29 OF 2022 PENDING ON THE FILE OF TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL, CHENNAI.

FIRST PARTY

SECOND PARTY

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DEED OF COMPROMISE

This **DEED OF COMPROMISE** is entered into and executed at Chennai on this the 21st day of July, 2023, between:

Mr.S.Ravi S/o.SRINIVASAN & Mr.SHARATH KUMAR S/o.RAVI, both residing at No.1/38, Anna Indira Nagar, 2nd Avenue, Villivakkam, Chennai 600 049. Mr.Ravi is authorized by Mr.Sharathkumar vide.Mail.dt.21.07.2023 to sign & execute this Deed of Compromise on behalf of him. Hereinafter called as the **PARTY OF THE FIRST PART**.

AND

M/s.JAIN HOUSING & CONSTRCUTIONS LTD, Represented by its Authorized Signatory, **Mr.RAMESH KUAMR - LEGAL EXECUTIVE**, having office at No.98/99, Habibullah Road, T. Nagar, Chennai – 600 017, authorized vide letter dt.10.07.2023, hereafter called as the **PARTY OF THE SECOND PART**.

The Terms **PARTY OF THE FIRST PART** and **PARTY OF THE SECOND PART** shall mean and include the respective heirs, legal representatives, executors, administrators and assigns.

WHEREAS the **PARTIES OF THE FIRST PART**, together, agreed to purchase an apartment bearing No. FA, having carpet area of 562 sq. ft., total area of 931 sq. ft. (comprising of carpet area plus wall thickness and balcony plus proportionate share in common area) in the first floor of Plot/Block No. 3/6, in the residential apartment project, Viz., JAINS ABHINEET, in RS Nos. 272/1B, 272/2, TS No. 45/1, Block No. 48 in Konnur Village, Ayanavaram Taluk, situated in Jaganatha Nagar, 2nd Main road, Rajamangalam, Villivakkam, Chennai – 600 049, for a total sale consideration of Rs. 54,55,495/-

WHEREAS the **PARTIES OF THE FIRST PART** entered into a Construction Agreement with the **PARTY OF THE SECOND PART**, on 01.09.2019, and a Sale Deed between the **PARTIES OF THE FIRST PART** and the **PARTY OF THE SECOND PART**, on 16.09.2019, with respect to the above-mentioned apartment.

WHEREAS the **PARTIES OF THE FIRST PART** agreed to make the payments, as per the Payment Schedule, and the **PARTY OF THE SECOND PART** agreed to handover the completed apartment on or before April, 2020 with a grace period of 3 months.

WHEREAS the **PARTY OF THE FIRST PART** filed a complaint against the **PARTY OF THE SECOND PART** before the TNRERA in Complaint No.168 of 2021. Vide Order dt. 27.04.2022, the Hon'ble RERA was pleased to dispose the said complaint with the observation that the project has been completed on 21.04.2019, and promoter shall charge interest on delayed payments at 9.3%.

WHEREAS the **PARTY OF THE SECOND PART** filed an Appeal in Appeal No.29 of 2022, before the Hon'ble Real Estate Appellate Tribunal. In course of hearing of the said Appeal the

FIRST PARTY

JAIN HOUSING AND CONSTRUCTIONS LTD. No.98/99, Habibullah Road, T. Nagar, Chennai-17

SECOND PARTY

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Hon'ble REAT had directed the **PARTY OF THE SECOND PART** to complete all the works, irrespective of payment made by the **PARTIES OF THE FIRST PART**, whether or not with respect to the schedule. In compliance to Hon'ble REAT's Order the **PARTY OF THE SECOND PART** had finished the work and which was also acknowledged by the Counsel of the **PARTIES OF THE FIRST PART**, before the Hon'ble REAT on 21 .07.2023.

WHEREAS the **PARTY OF THE SECOND PART**, through its Counsel had also furnished the details of the pending payments, (i.e.), payment to be made by **the PARTIES OF THE FIRST PART** to the **PARTY OF THE SECOND PART**. Which is (Rs.2,96,822/- + interest). The Hon'ble REAT had directed the **PARTY OF THE SECOND PART** to receive only Rs. 1,25,000/- as interest.

WHEREAS the **PARTIES OF THE FIRST PART** and **PARTY OF THE SECOND PART** have decided to execute the DEED OF COMPROMISE as a final and fair settlement,

NOW THIS DEED OF COMPROMISE WITNESSETH AS FOLLOWS

1. The **PARTIES OF THE FIRST PART** has paid the **PARTY OF THE SECOND PART** a sum of Rs.4,21,822/- (2,96,822 +1,25,000), in the following manner;

DATE	DD/CHEQUE NO	AMOUNT
18.07.2023	513629 - Bank	Rs.2,96,822/-
18.07.2023	284894 - Bank	Rs.1,25,000/-

2. The **PARTIES OF THE FIRST PART** herby confirms and acknowledges that he had already taken vacant possession of the apartment in bearing No.FA, having carpet area of 562 sq.f., total area of 931 sq. ft. (comprising of carpet area plus wall thickness and balcony plus proportionate share in common area) in the first floor of Plot/Block No. 3/6, in the residential apartment project, Viz., JAINS ABHINEET, in RS Nos. 272/1B, 272/2, TS No. 45/1, Block No 48 in Konnur Village, Ayanavaram Taluk, situated in Jaganatha Nagar, 2nd Main road, Rajamangalam, Villivakkam, Chennai – 600 049.

3. The **PARTY OF SECOND PART**, have completed all the works highlighted by the **FIRST PARTY**, and herein, **FIRST PARTY** taken possession his flat acknowledging the works done by **SECOND PARTY** on 22.07.2023.

4. The **PARTIES OF THE FIRST PART** and the **PARTY OF THE SECOND PART** hereby declares that disputes, claim and difference of opinion had between both the parties has been fully settled by this Deed of Compromise, and there is no pending claim against each other with respect to subject flat in any manner.

FIRST PARTY

No 98/99, Habibullah Road, T. Nagar, Chennai-17

SECOND PARTY

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5. The **PARTY OF THE SECOND PART** shall file this **DEED OF COMPROMISE** before the Hon'ble TNREAT in Appeal No.29 of 2022 for which the **PARTIES OF THE FIRST PART** shall render his Co-operation.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE SET THEIR HANDS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF:

PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART

WITNESSES:

1. aadhar No. 7668 7776 9006
[DHANUSH KUMAR. K]

2. [SRAVANA KAVYA R]
AADHAR NO. 4546 1870 2764

MS 1754/10
KAMALESH KANNAN S
Counsel for Appellant.

MS 3379/2021
(S. VIGNESHWARAN)
Counsel for Respondents

TAMILNADU REAL ESTATE APPELLATE TRIBUNAL
21 JUL 2023
TNREAT
CHENNAI

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BEFORE THE HON'BLE TAMIL NADU
REAL ESTATE APPELLATE
TRRIBUNAL, CHENNAI

A.No.29 OF 2022
IN
C.No.168 OF 2021

DEED OF COMPROMISE



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