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: 08.11.2023

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

M.A.No.92 of 2023 in
Appeal (SR) No.339 of 2023

1. M/s. Grace Gated Community LLP
2. M/s. Casa Grande Civil Engineering P Ltd.,
both rep. by its Director Arun Namachivayam Manivannan
now rep by its Authorised Signatory
Y.Mohan Raj

... Appellants

- Vs -

1. Revathi S
2. P. Manjunath

... Respondents

Prayer:

Miscellaneous Application has been filed under Section 44(2) of RERA Act, to condone the delay of 295 days in filing the appeal.

Appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, to set aside the order dated 10.12.2021 in CCP No.150 of 2020 passed by the Learned Adjudicating Officer, TNRERA.

For Appellants : Mr.O.L.V. Ganesan

For Respondents : Mr.A.S.Aravind

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ORDER

When the matter is taken up for hearing, Mr.O.L.V.Ganesan, learned counsel for the appellants and Mr.A.S.Aravind, learned counsel for the respondents submitted that the parties had settled the matter out of Court and also entered into a Joint Memorandum of Compromise dated 02.11.2023. The learned counsel on either side also produced a copy of the Joint Memorandum of Compromise and the same is taken on record.

2. In the Joint Memorandum of Compromise, the appellants have stated that they have deposited a total sum of Rs.38,85,502/- under Section 43(5) of the Act before this Tribunal. Further, the parties have agreed that out of the total sum of Rs.38,85,502/-, a sum of Rs.36,00,000/- should be paid to the respondents and the remaining amount of Rs.2,85,502/- should be refunded to the appellants.

3. The appellants and the respondents are entitled to receive their proportionate accrued interest on the amount deposited by the appellants under Section 43 (5) of the Act.

4. In paragraph-7 of the Joint Memorandum of Compromise, the parties agreed that the Construction Agreement dated 19.06.2018 shall stand cancelled in view of the settlement arrived between the parties.

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5. In view of the Joint Memorandum of Compromise dated 02.11.2023, the application in M.A.No.92 of 2023 stands disposed of in terms of the Joint Memorandum of Compromise and the terms of the compromise shall form part of the order in this application. Consequently, the Appeal in Appeal (SR).No.339 of 2023 stands closed.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
JUDICIAL MEMBER

Copy to:

1. Revathi S
2. P. Manjunath
   Both residing at
   No.80, 2nd Floor, 5th Cross Street,
   Annaivelankanni Nagar,
   Madhanandapuram, Porur, Chennai - 600 125.

3. The Adjudicating Officer, TNRERA.

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BEFORE THE TAMIL NADU REAL ESTATE APPELATE TRIBUNAL (TNREAT)

CHENNAI



MA no. 92 of 2023

In

A.S.R. No. 339 of 2023
Appeal No. of 2023
Against
CCP.No. 150 of 2020
Between
(Order passed by the Learned Adjudicating officer, TNRERA, Chennai)

1. M/s Grace Gated Community LLP
2. M/s. Casa Grand Civil Engineering P Ltd
Both rep by its Director ArunNamachivayamManivannan
Now rep by its Authorised Signatory Mr. Y. Mohan Raj
NPL Devi, New No. 111, Old No. 59, L. B. Road
Thiruvanmiyur, Chennai- 600 041

...Applicants/Appellants/Respondents

And

1. Mrs. Revathi S
2. Mr. P. Manjunath
Both residing at No.80
2nd Floor, 5th Cross Street, Annaivelankanni Nagar
Madhanandapuram, Porur, Chennai – 600 125

...Respondents/Respondents/complainants

JOINT COMPROMISE MEMO FILED BY THE APPELLANT AND RESPONDENTS

1. The Parties submit this memo in MA No. 92 of 2023 in A.S.R.No. 339 of 2023.

2. The Appellants submit that subject case has been settled out of court as per the discussions between the parties. The Appellants have deposited a total sum of Rs.38,85,502/- (Rupees Thirty eight lakh eighty five thousand five hundred and two only)as per Section 43(5) of RERA towards the Appeal.

3. It is submitted that on mutual consent between the parties, it is agreed that the amount deposited shall be paid out as set out hereunder;

    a) A sum of Rs.36,00,000/- (Rupees Thirty Six Lakh only) shall be ordered to bewithdrawn and paid to the Respondents as full and final settlement of all claims
    b) The remaining sum of Rs.2,85,502/- (Rupees Two Lakh Eighty Five Thousand Five Hundred and Two only) shall beordered to be withdrawn and released to the Appellants
    c) On the aforesaid terms of full and final settlement, the Parties settle all issues, claims and disputes among them.

GRACE GATED COMMUNITY LLP — For CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED

Revathi — Authorised Signatory — Authorised Signatory

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4. The Respondent agrees that the execution proceedings in EP No. 15 of 2022 initiated by the respondent for executing the order in CCP No. 150 of 2020 is also settled by the terms of this compromise. The said EP has been ordered on 02.11.2022. The respondent shall not press for any further proceedings on the said EP as the same also stands settled by the terms of this Memo.

5. The parties submit that the Appellants and the Respondents had entered into a construction agreement dated 19.06.2018 relating to the allotment of an apartment No. D401 in the project development carried out by the appellant namely casa grand smart town at Thalambur village. The Parties had also entered in to an Agreement of sale dated 19.06.2018 for the sale of 354 sq.ft of UDS relating to the said allotment of Flat. The claim has been made by the respondents relating to their withdrawal from the project development and for refund.

6. The respondents have withdrawn from the project development in view of the full and final settlement as made and recorded hereof. Therefore, the allotment of Flat no.D401 and the agreement for the sale of 354 sq.ft of UDS stands cancelled on mutual terms. The Respondents confirm that they have no claims relating to the said agreement of sale for sale of UDS and the allotment of flat no.D401 as per the terms of the construction agreement as both the agreements stands cancelled on mutual terms in view of the full and final settlement arrived between the parties.

7. The parties confirms that no further execution of any documents is required between them to effectuate any cancellation for cancelling the said agreements of sale and the construction agreement. The terms as submitted by the parties in this memo stands final relating to the cancellation and rescindment of the said agreement of sale and the construction agreement forthwith without any necessity for further execution or registration of documents. In the event of any further act or deed is required by the respondents, the respondents shall duly comply with the same relating to the cancellation of the agreements.

8. The Appellants are absolutely entitled to further sell the said undivided share of land of 354 sq.ft and allot the said constructed unit of apartment D401 in favour of any party for any sale consideration as deem fit by the Appellants. The respondents have no claims or demands relating to the same and no further consent, concurrence or documents are to be executed in any manner by the respondents in this regard. The terms of this memo shall be finally binding, valid, in force and prevailing between the parties for evidencing the cancellation of the agreement of sale and construction agreement and settlement of all claims/issues.

GRACE GATED COMMUNITY LLP
Authorised Signatory

For CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED
Authorised Signatory

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9. The Appellants submit that there is no cause to further pursue or press appeal as the matter settled on mutually agreeable terms between the parties and this Hon'ble Tribunal maybe pleased to record this Joint Compromise and dispose of the Appeal in terms of the Joint Compromise.

10. The parties do not reserve any right, interest or liberty to agitate any further claims or issues between them and there is no cause for making any claims against each otheron any grounds whatsoever. The parties confirm that they do not have any claims or demands against each other on any grounds or reason.

11. The parties humbly pray that this Hon'ble Tribunal may kindly accept this Joint Compromise on record and dispose the Appeal in terms of the Joint Compromise and pass necessary orders as deem fit in the circumstances and thus render justice.

Dated at Chennai on this the 2nd day of November 2023

For CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED

Authorised Signatory

For GRACE GATED COMMUNITY LLP

Authorised Signatory

APPELLANTS

COUNSEL FOR THE APPELLANTS

RESPONDENT

COUNSEL FOR THE RESPONDENTS

TAMILNADU REAL ESTATE APPELLATE TRIBUNAL
08 NOV 2023
TNREAT
CHENNAI

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BEFORE THE TAMIL NADU REAL ESTATE APPELATE TRIBUNAL (TNREAT)

CHENNAI

TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL
SR No: 1180/23
08 NOV 2023
TNREAT
CHENNAI

MA no. 92 of 2023

In

A.S.R. No. 339 of 2023
Appeal No. of 2023
Against
CCP.No. 150 of 2020
Between
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...Respondents/Respondents/complainants

JOINT COMPROMISE MEMO FILED BY THE APPELLANT AND RESPONDENTS

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