



C.M.S.A.No.80 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2024

CORAM

THE HON'BLE Mr. JUSTICE R. MAHADEVAN
AND
THE HON'BLE Mr. JUSTICE MOHAMMED SHAFFIQ

C.M.S.A.No.80 of 2022

AND

C.M.P.Nos.16475 & 16477 of 2022

M/s.Norton and Granites & Properties (P) Ltd.
(formerly) known as Norton Granites & Spinners (P) Ltd.
Rep. by its Managing Director
D.Udayakumar
No.18, Manickeshwari Road
Kilpauk, Chennai-10

.. Appellant

Vs.

M/s.KG Foundations Pvt. Ltd.
Rep. by its Managing Director
Kishorkumar Gokuldas
No.5, Bishop Wallers Avenue (East)
Mylapore, Chennai

.. Respondent

Civil Miscellaneous Second Appeal filed under Section 58 of the Real Estate (Regulation and Development) Act, 2016, read with Section 100 C.P.C., to set aside the order dated 02.09.2022 passed by the Tamil Nadu Real Estate Appellate Tribunal in Appeal No.5 of 2022.

For Appellant : Mr.M.Muruganantham

For Respondent : Mr.R.Parthasarathy



JUDGMENT

(Judgment of the Court was delivered by R. MAHADEVAN, J.)

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Assailing the order dated 02.09.2022 passed by the Tamil Nadu Real Estate Appellate Tribunal in Appeal No.5 of 2022, the appellant has preferred this Civil Miscellaneous Second Appeal.

2.By order dated 26.10.2022, the aforesaid appeal was admitted on the following substantial questions of law:

(i)Whether the phrase 'Any aggrieved person may file a complaint with the Authority' in Section 3 of the Real Estate (Regulation and Development) Act, 2016 excludes a owner of the land?

(ii)Whether the TN Real Estate Regulatory Authority decline to render any finding or decline to issue any direction, when the complainant pleads non-registration of the project before the authority under Section 3 violation of the 2016 Act?

(iii)When any party approaches the TNRERA seeking for delivery of the flats from the promoter, i.e., a mandate under Section 11 of the Act, is it imminent for the authority to decide the locus standi of the complainant, when no such restriction is placed in Section 3 and Section 31 of the Act?

(iv)Whether a land owner can be termed as a promoter, when he shares no liability or duties of the promoter under any provisions of the 2016 Act?

(v)Whether a land owner, who only finds parties to purchase the flats, to realize his consideration of land, can be barred from invoking the jurisdiction under the Real Estate (Regulation and Development) Act, 2016, when he complains of violations of the provisions of the Act?

(vi)Whether the acts of the Real Estate Regulatory Authority dismissing most of the complaints as not maintainable and referring the parties to the Civil Court serves the very purpose of its incorporation?"



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3. Today, when the appeal was taken up for hearing, the learned counsel appearing for both sides jointly, submitted that during the pendency of this appeal, the parties have discussed, agreed and resolved to settle all the disputes covered under the subject appeal amicably and accordingly, they have settled the matter outside the court. Hence, the learned counsel submitted that this appeal may be dismissed as withdrawn. In support of the same, they also filed a joint memorandum of compromise dated 25.05.2023 signed by both the parties.

4. In view of the above, this Civil Miscellaneous Second Appeal stands dismissed as withdrawn. The joint memorandum of compromise dated 25.05.2023 filed on 10.01.2024, shall form part of this order. No costs. Connected miscellaneous petitions are closed.

[R.M.D,J.] [M.S.Q, J.]

12.01.2024

Internet : Yes

Neutral Citation : Yes/No

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