



CMSA No. 87 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-04-2025

CORAM

**THE HONOURABLE MR JUSTICE R. SURESH KUMAR
AND
THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE**

**C.M.S.A No.87 of 2021
AND CMP Nos. 7744 of 2022 & 21692 OF 2021**

Casagrland Builder Pvt Ltd
Rep By Its Authorised Signatory,
Mr.Mohan Raj, New No.111 Old
No.59, Npl Devi L.B.Road,
Thiruvanmiyur, Ch-41.

... Appellant

Vs

V.Sangeetha
Plot No.66, F2, Sai Baba Enclave,
Mohammed Hussain Colony,
Kolathur, Chennai-41.

... Respondent

PRAYER

Civil Miscellaneous Second Appeal under Section 100 of C.P.C. read with to set aside the order dated 15-09-2021 made in Appeal Number.46/2020 on the file of the Tamil Nadu Real Estate Appellate Tribunal, Which was filed on Appeal against the order passed by the Tamil Nadu Real Estate Regulator Authority on 27-02-2020 in C.No.436 of 2019 and allow this Appeal.



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For Appellant : Mr.S.Mukunth, Senior Counsel
for M/s.Ganesh and Ganesh
For Respondent : Sole Respondent - V.Sangeetha
(Party In Person)

J U D G M E N T

(Judgment of the Court was delivered by R.Suresh Kumar J.)

The respondent herein V.Sangeetha filed a complaint before the Tamil Nadu Real Estate Regulatory Authority (In short 'TNRERA') in Complaint C.No.436 of 2019 against the appellant viz., M/s.Casagrand Builder Private Limited, Chennai. The TNRERA, having enquired the said complaint, by its order dated 27.02.2020 and passed an order stating that the collection of advance amount more than 10% before signing of sale and construction agreement and registering the same amounts to contravention of Section 13 of the Real Estate (Regulation and Development) Act, 2016 and therefore, the authority imposed penalty for the contravention of the provisions of Section 61 of the Act to be paid within 30 days from the date of pronouncement of the order.

2. Aggrieved over the said order passed by the TNRERA dated 27.02.2020, the appellant herein ie., the builder filed an appeal before the Tamil Nadu Real Estate Appellate Tribunal (In short 'TNREAT') in Appeal



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No.46 of 2020. The said appeal was dismissed by the order of the Tribunal dated 15.09.2021, which is impugned herein.

3. We have heard Mr.S.Mukunth, learned Senior Counsel appearing for the appellant and the respondent Ms.V.Sangeetha, who appeared as Party-in-Person through Videoconference.

4. The learned Senior Counsel has submitted that, during the pendency of this appeal, the parties have settled the matter amicably, which has been reduced into writing by way of a joint memo dated 28.08.2024, which has also been filed before this Court.

5. Relying upon the contents of the said joint memo, learned Senior Counsel appearing for the appellant would contend that, in view of the settlement reached between the parties, where, the very complaint ie., C.No.436 of 2019 made before the TNRERA itself had been withdrawn or agreed to be withdrawn by the respondent / complainant and an entire settlement reached between the parties as full settlement, recording the same this appeal may be allowed by setting aside the order passed the TNRERA and the TNREAT, which is impugned herein by setting aside the penalty imposed by the TNRERA.



6. The respondent, who appeared as Party-in-Person also has stated that, she has fully agreed upon the terms and conditions of the joint memo dated 28.08.2024 filed before this Court. She submitted that, since she has withdrawn or consented to withdraw the complaint itself before the TNRERA, nothing would survive for adjudication and therefore, recording the same the order impugned can be set aside.

7. In the joint memo dated 28.08.2024 *inter-alia* the parties have agreed to the following terms:

" 3. The Appellant and the Respondent had discussed to settle all the issues and the parties agree as follows:

- a) *The respondent hereby withdraws all the claims and allegations as raised in C.No.436/2019 (TNRERA) and withdraws the complaint.*
- b) *As per the approval granted by the CMDA and combined development rules, the respondent accepts the registration of the project with TNRERA as plot layout project and does not press further for any registration of group development. The allegation of receiving the consideration in excess of 10% before the registration of the agreements are also withdrawn. On mutual terms the said consideration was made.*
- c) *Thus, the respondent submits no-objection for setting aside and dropping the levy of penalty as*



passed in C.No.436 of 2019. All other issues between the parties are settled.

- d) *As the CMSA is pending only regarding to the maintainability of the project registration and levy of penalty, and as the respondent accepted the project registration withdrawing all the allegation and submits no objection for dropping the penalty, the appellant submits that CMSA this Honourable Court may permit the respondent to withdraw all the claims and allegations as made in C.No.436 of 2019 and set aside the penalty.*
- e) *The respondent submits that there are no other pending issues to be contested with regard to the complaint in C.No.436 of 2019 and all the issues between the parties stands settled as per the agreed terms.*
- f) *The respondent confirms that full and final settlement has been made in respect of all claims. The respondent confirms that there are no further claims or demands pending in any manner whatsoever."*

8. Since the respondent withdraws all the claims and allegations raised in C.No.436 of 2019 and withdraws the complaint and she expressed no objection for setting aside the levy of penalty in C.No.436 of 2019 and all the issues between the parties are settled according to the joint memo, after having recorded the same, we are of the view that the



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impugned order passed by the TNREAT and the order passed by the TNRERA imposing the penalty are liable to be set aside. Resultantly, this appeal is disposed of with the following terms:

- (a) As per the joint memo filed by the appellant and the respondent dated 28.08.2024, this appeal is disposed of, whereby the order passed by the TNRERA in C.No.436 of 2019 dated 27.02.2020, as confirmed by the TNREAT in Appeal No.46 of 2020 dated 15.09.2021 are hereby set aside.
- (b) The parties are to abide by the terms as mentioned in the joint memo of compromise.
- (c) The joint memo of compromise dated 28.08.2024 shall form part of this judgment.
- (d) It is brought to our notice that at the time of filing of the appeal, a sum of Rs.14 Lakhs has been deposited before the appellate Tribunal. The same is permitted to be withdrawn by the appellant.



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9. With the above directions, this Civil Miscellaneous Second Appeal is disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

(R.SURESH KUMAR, J.) (A.D.MARIA CLETE J.)
17-04-2025

Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No
KST

To

- 1.The Tamil Nadu Real Estate Appellate Tribunal,
Chennai.
- 2.The Tamil Nadu Real Estate Regulatory Authority
Egmore, Chennai-600 008.



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AND
A.D.MARIA CLETE J.**

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