



IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

IA No.86670/2020  
&  
Civil Appeal No(s). 797/2020

LEVANTINE HEIGHTS APARTMENT ALLOTTEES ASSOCIATION Appellant(s)

VERSUS

CHITRA SRINIVAS & ANR.

Respondent(s)

WITH  
IA No. 86668/2020  
IN  
Civil Appeal. No. 822/2020

O R D E R

The dispute is between the proposed flat buyers' Association and the developer which reached this Court in terms of the two appeals before us. On the first stage of hearing itself, on 07.02.2020, learned counsel for the appellant stated that given the situation as it has emerged, the appellants are willing to execute the sale deeds if the properties are transferred to them on *as is where is* basis. This was agreed to on behalf of the respondents. The parties initially agreed to sit together to negotiate a settlement leaving it to the Court to iron out any differences if they would still remain. We had taken note of the fact that the Managing Director of respondent No.2, Mr. Ajit Thomas Abraham was facing restraint orders on travel outside the State of Kerala and since there were still some commercial and legal issues which needed to be ironed out, it was agreed on 26.02.2020 to refer the matter to mediation of Hon'ble Mr. Justice Kurian Joseph, retired Judge of this Court.

With the able assistance of the learned Mediator, the cooperation of the counsels and the parties, a settlement has been arrived at which takes care of a bouquet of litigations which are pending *inter se* the parties. A communication from the Mediator has been received in this behalf and the parties have now filed two joint applications in each of the matters, numbering a total of four applications. It is stated that because parties could not be at one place together, that is the reason that dual applications have been filed in each of the matters.

The terms of the settlement are set out in para 4 of the application. The application is duly supported by affidavits. We see no impediment in accepting the settlement which is also evidenced by the counsels signing the applications. We thus, accept the settlement and direct that a decree be passed in terms thereof.

The terms of the settlement set out in para 4(a) to (k) will be abided to by both the parties. As a consequence to the same, the civil and criminal proceedings pending between the appellant home buyers' association and its lenders and the respondent No.2 are brought to an end and the criminal proceedings stand quashed. The proceedings are as under:

"g)(i) O.P. No.247/2017 pending before Permanent Lok Adalat, Ernakulam.

(ii) O.S. No.2432/2017 pending before sub-Court, Thrissur.

(iii) Consumer Complaint No.252/2017 pending before the Hon'ble Kerala State Consumer Disputes Redressal Commission.

(iv) O.S. No.09/2018 pending before Sub 1<sup>st</sup> Additional

Court, Thrissur.

(v) O.P. No.288/2017 pending before Permanent Lok Adalat, Cochin, Kerala.

(vi) Crime No.1182/2017, pending in Nedupuzha Police Station.

(vii) Crime No.1979/2018 pending in Ernakulam North Police Station, C.C. No.502/2019 [in Crime No.1979/2018] pending before the Additional CJM, Ernakulam.

(viii) C.C. No.639/2019 pending before the Additional Chief Judicial Magistrate- Ernakulam.

(ix) C.C No.338/2019 pending before the Judicial First-Class Magistrate-II, Thrissur.”

Learned counsel appearing for the Resolution Professional respondent No.1 points out that they are in custody of certain documents and in terms of the settlement in para 4(k) are required to hand over the documents pertaining to both the projects including the title sale deeds, all agreements, licences and permits still remaining with them to the appellant home buyers' association. We are informed that the documents will be taken over by the Secretaries of the two associations i.e. Mr. Ganesh P.A. and Mr. Balraj Chandrathooden.

The said statement is taken on record.

We hope this will put an end to not only this litigation but permit the flat buyers to be able to construct and enjoy the property on the terms and conditions set out in the compromise deed and naturally absolving respondent No.2 to that extent.

The appeals as well as the applications are accordingly disposed of leaving the parties to bear their own costs.

We once again express our appreciation for the constructive role performed by the Mediator and the constructive approach of the learned counsels/parties.

.....J.  
(SANJAY KISHAN KAUL)

.....J.  
(ANIRUDDHA BOSE)

.....J.  
(KRISHNA MURARI)

New Delhi;  
September 15, 2020.

