

M/s Selene Construction Ltd.

Vs.

Mr. Vinay Yadav

Appeal No. 616 of 2019

Present: Sh. Rajiv Anand, Advocate Ld. counsel for the appellant.
(through telephone).

None for the respondent.

Though on the last date of hearing, the appellant had placed on record the copy of the settlement agreement dated 20.01.2020 arrived at between the parties, but, Shri Hemant Saini, ld. proxy counsel for the respondent had sought adjournment as he was not aware about the settlement. Since, none has put up in appearance on behalf of the respondent today, so, no credence can be attached the copy of the settlement agreement dated 20.01.2020 at this stage.

However admittedly, as per the report of the office, the appellant-promoter has not so far deposited the amount of Rs. 24,93,300/- to comply with the provisions of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 (For short Act). Thus, the appellant-promoter has failed to comply with the mandatory provisions of proviso to Section 43(5) of the Act.

It is settled principle of law that the compliance of provisions of proviso to Section 43(5) of the Act is a condition precedent for entertainment of the appeal. The appellant-promoter has failed to comply with the mandatory provisions of proviso to Section 43(5) of the Act.

Hence, the present appeal cannot be entertained and the same is hereby dismissed.

File be consigned to the records.

Inderjeet Mehta
Member (Judicial)
Haryana Real Estate Appellate Tribunal,
Chandigarh

Anil Kumar Gupta
Member (Technical)

07.07.2022

rajni