



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

EXECUTION NO. 1149 OF 2021

IN

COMPLAINT NO. 719 OF 2021

Manmohan Raj

....DECREE HOLDER (S)

VERSUS

Eldeco Infrastructure Pvt Ltd.

....JUDGMENT DEBTOR(S)

**CORAM: Dr. Geeta Rathee Singh  
Nadim Akhtar**

**Member  
Member**

**Date of Hearing: 31.01.2023**

**Present: -**

Mr. Manmohan Raj, the decree holder (through video conferencing)

Mr. Anuj Kohli, learned counsel for the judgment debtor through video conference

*Geeta Rathee*

**ORDER (DR GEETA RATHEE SINGH-MEMBER)**

1. Today, Mr. Anuj Kohli, Ld. counsel for judgment debtor informed that appeal bearing no.534 of 2021 filed by the judgment debtor before the Hon'ble Appellate Tribunal has been dismissed vide order dated 01.12.2022 wherein Hon'ble Appellate Tribunal has ordered to remit the amount of ₹15,17,150/- pre-deposited by the respondent promoter in compliance of section 43(5) of the RERA Act of 2016 to the Authority along with interest accrued thereon for the disbursement to the complainant/decree holder. However, subsequently both the parties have decided to mutually settle the matter and executed a settlement deed on 20.01.2023 wherein it has been agreed between the parties that the complainant/decree holder will not claim the award money of ₹15,17,150/- from the Hon'ble Appellate Tribunal and HRERA Panchkula. Relevant part of the settlement deed dated 20.01.2023 is reproduced below:

"1. The Parties towards complete closure and full and final settlement of dispute, have agreed that the Second Party shall pay a hump-sum amount of Rs. 3,00,000/- (Rupees Three Lacs Only) (hereinafter referred to as "Said Amount") against the final payment (inclusive of all payments to be made under heads such as maintenance, safeguarding, holding, differential maintenance and any other receivable) towards the Said Plot.

2. The Second Party agrees that it shall not claim and/or demand any other amount, in future, from the First Party on any account.

3. The Second Party agrees to get the conveyance deed executed and take subsequent possession of the Said Plot.

4. The First Party agrees to not charge any additional amount from the Second Party apart from the maintenance charges that may be applicable on the Said Plot. The maintenance charges shall be applicable from the actual date of the possession of Said Plot. The Second Party agrees to provide 12 PDCs (post-dated cheques) as an advance payment of the maintenance for one year at the time of possession of the Said Plot.

5. The Second Party undertakes and agrees to not claim the award money of Rs. 15,17,150/- (Rupees Fifteen Lacs Seventeen Thousand One Hundred and Fifty Only) ("Award Money") from RERA Appellate, Haryana and HRERA Panchkula

6. The Second agrees to assist & support the First Party in getting the Award Money remitted back to the First Party from the Government Authorities/RERA Haryana."

Furthermore, he stated that as per clause 1 of the aforesaid settlement deed, decree holder has agreed to pay lump sum amount of ₹3,00,000/- against the final payment towards the said plot. He further informed that amount of ₹2,00,000/- has already been received by the judgment debtor and amount of ₹1,00,000/- is remaining to be paid by the decree holder. So, he requested to the decree holder for the payment of the remaining amount. Decree holder, on the other hand has agreed with the settlement but alleged that he has paid the entire amount of ₹3,00,000/- to the judgment debtor.


2. On the submissions made by the learned counsel for the judgment debtor, report was sought from Accounts Branch of the Authority and it has been informed by the Accounts Executive that Hon'ble Appellate Tribunal has transferred the amount of ₹15,17,150/- along with interest accrued thereon in the account of the Authority on 22.01.2023. The total amount comes out to ₹15,69,154.64/- (₹15,17,150 /-+ ₹44,742/-+ ₹7261.66/-).

Therefore, considering the submissions made by the both the parties and as per the terms of the settlement deed dated 20.01.2023, The amount received from the Hon'ble Appellate Tribunal shall be disbursed in favour of the judgment debtor/ respondent company. Office is further directed to disburse the amount of ₹15,69,154.64/- received from the Hon'ble Appellate Tribunal in the account of the judgment debtor's company. Judgment debtor is further directed to furnish the bank account details so that the amount of ₹15,69,154.64/- can be disbursed.

In view of the settlement deed placed on record, the present execution proceedings have become infructuous and may be disposed of as settled.

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3. Execution proceedings are **disposed of as settled.** Order be uploaded on website of Authority and files be consigned to the record room.

  
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**Dr GEETA RATHEE SINGH**  
**[MEMBER]**

  
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**NADIM AKHTAR**  
**[MEMBER]**

