

**BEFORE THE HARYANA REAL ESTATE APPELLATE
TRIBUNAL**

**Appeal No. 675 of 2022
Date of Decision: 25.07.2023**

SSG Ispat Private Limited through authorised signatory Shri Sanjeev Kumar Garg son of Shri Raj Kumar Garg, C/o J-97, Mayfield Garden, Sector-51, Gurugram-122018.

Appellant

Versus

M/s M3M India Private Limited through its Director/ Authorised representative, Office at: Paras Twin Towers, Tower-B, 6th floor, Golf Course Road, Sector-54, Gurugram.

2nd address:

Office at: The Experia Golf Course Road Extension, Sector-65, Gurugram.

Respondent

CORAM:

| | |
|------------------------|--------------------|
| Justice Rajan Gupta | Chairman |
| Shri Inderjeet Mehta, | Member (Judicial) |
| Shri Anil Kumar Gupta, | Member (Technical) |

Present: Mr. Ashok Kumar Jindal, Advocate,
for the appellant.

Mr. Aman Arora, Advocate along with
Mr. Yogesh Kumar, Deputy Manager (Legal)
for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN (Oral):

Appellant moved complaint before the Haryana Real Estate Regulatory Authority, Gurugram (hereinafter referred to as 'the Authority') for refund of the amount paid by it for a unit booked in the project 'M3M Urbana' Sector-67, Gurugram. The Authority considered the entire matter and directed the respondent-promoter as under:-

- "i. The promoter is directed to refund the total amount received as the complainant never agreed for change of unit or increase in super area.*

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ii. *The complainant returned the cheque and hence the amount is still lying with the promoter. The promoter is directed to pay interest only on the balance amount i.e. Rs.4,85,758/-. Accordingly, refund be made within 90 days otherwise interest on the total due amount shall also be payable thereafter.”*

2. Pursuant to the aforesaid direction, the respondent claims to have paid an amount of Rs.39,11,020/- to the appellant through RTGS on 19.12.2022. This statement is not controverted by the counsel appearing for the appellant. The appellant, however, impugned the order passed by the Authority before us with the grievance that interest should have been granted on the entire amount which was remitted by it to the promoter.

3. During the course of hearing on 17.07.2023, a query was put by this Tribunal to learned counsel for the appellant whether a lump sum amount of Rs.7,00,000/- is agreeable to put an end of the entire litigation. The order dated 17.07.2023, in this regard reads as under:-

“ It has been proposed that during the course of hearing, a lump sum amount of Rs.7 lakh would be given as compensation to the appellant to put an end of all the entire litigations. Both counsel representing the parties agreeable to this proposal. However, they submit that they need some time to seek formal instruction.

On their request, the case is adjourned to 25.07.2023.”

4. Today, this Tribunal has been informed that a communication was sent to the allottee, whether it was ready to accept the amount of Rs.7,00,000/-. The allottee has sent its consent to accept the sum of Rs.7,00,000/- as settlement amount. The communication sent by the allottee has been produced. Same is taken on record as mark 'A'. Learned counsel for the respondent submits that he has received communication from the promoter on the similar lines agreeing to pay

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Rs.7,00,000/- to the appellant/allottee in full and final settlement of all the claims.

5. In view of the above, no lis survives in the present appeal.

Same is hereby disposed of.

6. Copy of this order be communicated to the parties/learned counsel for the parties and the Haryana Real Estate Regulatory Authority, Gurugram.

7. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Inderjeet Mehta
Member (Judicial)

Anil Kumar Gupta
Member (Technical)

25.07.2023
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