

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

Appeal No. 302 of 2023

M/s Occus Skyscraper Realty Private Limited, Registered at 6<sup>th</sup> floor  
Occus Technopolis Building, Golf Course Road, Sector 54,  
Gurugram, Haryana-122001.

Appellant

Versus

1. Bhagat Singh Negi,
2. Sushma Negi

Both are resident of House No. 862, Sector 40, Gurugram, Haryana-  
122003.

Respondents

**CORAM:**

**Justice Rajan Gupta  
Shri Anil Kumar Gupta**

**Chairman  
Member (Technical)**

Present: Mr. Anuj Dewan, Advocate,  
for the appellant

**ORDER:**

**Rajan Gupta, Chairman (Oral):**

CM No. 1149 of 2023 has been filed for withdrawal of  
the appeal. Application is accompanied by the settlement  
agreement Annexure A-32. Relevant paras thereof reproduced  
hereunder:

*“1. The Second Party has agreed to pay t the First Party an  
amount of Rs.31,00,000/- (Rupees thirty One Lacs only),  
towards the full and final settlement including principle amount,  
interest or penalty or any other charges for the said unit, vide*

*demand draft as mentioned below in favour of the First Party towards the settlement of the said Unit as full and final settlement between the parties*

*(hereinafter referred to as "Settlement Amount").*

| <i>Demand draft No.</i> | <i>Amount</i> | <i>Bank</i>    | <i>Dated</i> | <i>In favour of</i> |
|-------------------------|---------------|----------------|--------------|---------------------|
| 989850                  | 15,50,000/-   | Kotak Mahindra | 05.09.2023   | Bhagat Singh Negi   |
| 989849                  | 15,50,000/-   | Kotak Mahindra | 05.09.2023   | Sushma Negi         |

2. *The settlement amount is being paid on Execution of this Settlement Agreement against all claims and grievances of the First Party towards the said Unit. First party agrees and acknowledges, that after the payment of the above stated Settlement Amount, no dues shall remain payable by the Second Party to the First Party against the said unit.*
3. *It is agreed between the parties that all the pending litigation or any complaint whatsoever is pending before any Court or Tribunal with respect to the said unit, shall be withdrawn by both the parties within a period of 15 days from the execution of this agreement; by filing copy of this settlement agreement executed between the parties."*

2. In view of the fact that application has been moved supported by an affidavit of Mr. Gaurav Kapoor, Authorised Representative of the appellant-promoter as well as the settlement deed (Annexure A-32), he submits that he may be allowed to withdraw the present appeal.

3. Ordered accordingly.

4. The present appeal is dismissed as withdrawn.

5. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.24,89,747/-

deposited by the appellant-promoter with this Tribunal as pre-deposit to comply with the proviso to Section 43(5) of the Act, need not to be retained by this Tribunal. Same be remitted to the learned Authority for disbursement to the appellant-promoter, along with interest accrued thereon, subject to tax liability, if any, as per law.

6. Copy of this judgment be communicated to both 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

Anil Kumar Gupta  
Member (Technical)

19.10.2023  
*Manoj Rana*