

**BEFORE THE HARYANA REAL ESTATE APPELLATE
TRIBUNAL**

Appeal No. 765 of 2022(O&M)
Date of Decision: 15.12.2023

SS Group Pvt. Ltd., Plot No. 77, Sector 44, Gurugram-122003

Appellant

Versus

Vikrant Gupta, House No. 441, Sector 14, Gurugram-122002.

Respondent

Shiva Profins Pvt. Ltd., B-4/43, 2nd Floor, Safdarjung,
Enclave, New Delhi-110029.

Pro-forma Respondent.

CORAM:

**Justice Rajan Gupta
Anil Kumar Gupta**

**Chairman
Member (Technical)**

Present: Mr. Yashpal Sharma, Advocate,
for the appellant.

None for the respondent.

ORDER:

Rajan Gupta, Chairman (Oral):

Learned counsel for the appellant, at the outset, submits that during the pendency of this appeal, settlement has been arrived at between the parties. He has produced a copy of the document before this Bench. Same is taken on record as Mark-‘A’. Relevant paras thereof read as under:-

“1. That under this settlement it has been specifically agreed that the developer shall pay Rs.42,33,615/-(Rs. Forty Two Lakh Thirty Thousand Six Hundred Fifteen only) as lump sum against full & final settlement of all claims against

the Second Party. The Second Party has handed over a cheque bearing no. 833995 dated 04.12.2023 for Rs.42,33,615/- (Rs.Forty Two Lakh Thirty Three Thousand Six Hundred Fifteen Only) simultaneous to the signing of this agreement.

2. That in consideration of the above, the Allottee(s) agreed to waive/forego all their present, past & future claims (if any) towards interest awarded by RERA Gurugram which is subject matter of appeal no. 765 of 2022. The First Party shall withdraw its execution petition bearing no. 645 of 2023 pending before Adjudicating Officer, RERA Gurugram which is likely to be listed on 29.01.204.

3. The First party undertake and confirm that they have not created any third party rights in the said unit by raising any loan and/or mortgage the same and shall return all the original receipts, BBA, Allotments letters on signing of this agreement. The Second Party shall withdraw the appeal on or before next date of hearing i.e. 15.12.2023.”

2. A perusal of the “Settlement Agreement” shows that it bears signatures of the Authorized Representative of the appellant-promoter (SS Group Ltd.) and the allottee (Vikrant Gupta) as well.

3. In view of above, learned counsel for the appellant submits that he may be allowed to withdraw this appeal. He further submits that the amount as pre-deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, along with interest be refunded to

the appellant-promoter. Statement made by learned counsel for the appellant is taken on record as Mark-‘B’.

4. Appeal is hereby dismissed as withdrawn in view of the settlement claimed to have been arrived at between the parties.

5. The amount of Rs. 83,62,318/- deposited by the appellant-promoter with this Tribunal as pre-deposit to comply with the proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, 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, according to law.

6. Copy of this order 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)

15.12.2023
Manoj Rana