

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 14 of 2023(O&M)
Date of Decision: 11.01.2024

1. M/s M3M India Private Limited Regd. Office at SB/C/5L/008, M3M Urbana, Sector-67, Gurugram, Manesar Urban Complex, Gurugram, Haryana.
2. Martial Buildcon Private Limited Regd. Office at F-022, LG, Sushant Arcade, Sushant Lok-1, Gurugram, Haryana-122002.

Appellants

Versus

1. Mrs. Anjali Suri
2. Mr. Abhishek Suri

Both residents of H.No. BG-7/38, First Floor, Paschim Vihar, SO West Delhi, Delhi-110063.

Respondents.

CORAM:

**Justice Rajan Gupta
Anil Kumar Gupta**

**Chairman
Member (Technical)**

Present:

Mr. Kunal Dawar, Advocate, along with
Ms. Tanika Goyal, Advocate,
for the appellants.

Mr. Neeraj Goel, Advocate,
for the respondents.

ORDER:

Rajan Gupta, Chairman (Oral):

1. Matter pertains to the allotment of commercial unit situated in the project in the name and style of M3M Urbana, Sector-67, Gurugram, total consideration whereof was Rs.37,65,657/-. The promoter cancelled the unit vide letter dated 06.08.2021. As per his stand, the unit was cancelled as the payment of instalments has not been made as per schedule. The complainants (respondents herein), thus, filed the complaint before the Authority at Gurugram. Same was

resisted by the promoter (appellants herein). The complaint was ultimately disposed of vide order dated 13.07.2022, operative part thereof reads as under:

“ i. The respondents are directed to refund the amount after deducting 10% of the sale consideration of the unit as per Regulation 11 of 2018 framed by Haryana Real Estate Regulatory Authority Gurugram within 90days from the date of this order.

ii. The respondents are also directed to pay interest @9.70% p.a. on the refundable amount from the date of cancellation i.e. 06.08.2021 till the date of its payment.”

2. Case came up for hearing on 19.12.2023 before this Tribunal. We were apprised that the parties were inclined to enter into the settlement. Respective statements were noted and incorporated in the order. Same are reproduced as under:

“On the last date of hearing, the following was passed in this case:-

“At the outset, Mr. Dawar submits that appellant-promoter would be ready to remit an amount of Rs.18,00,000/- by way of demand draft in full and final settlement of all the claims of the allottees, provided, it is acceptable to him. He further submits that amount of pre deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon may be refunded to the appellant-promoter.

Learned counsel for the respondent-allottees submits that in case the aforesaid amount is paid to the allottees, there would be no necessity of going into the technical issues involved in this appeal.

In view of the aforesaid statement made by counsel for the parties, it appears that matter can be settled amicably.

One short adjournment is prayed for by counsel for the parties.

Adjourned to 19.12.2023.”

Today Mr. Dawar submits that he has received instructions from the appellants-promoter. He shall bring a demand draft of Rs.18,00,000/- in favour of one of the respondent-allottees on the next date of hearing as full and final settlement of all the claims of the respondent-allottees. He further prays that in that eventuality, the amount of pre deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 along with interest accrued thereon may be refunded to the appellant-promoter.

Learned counsel for the respondent-allottees submits that the respondent-allottees are agreeable to the aforesaid proposal. In case, the amount of Rs.18,00,000/- is remitted to the respondent-allottees by way of demand draft on the next date of hearing, he shall not oppose the refund of the pre-deposit amount deposited by the appellant-promoter at the time of filing of the appeal.

List on 11.01.2024.”

3. Today, Mr. Dawar, at the outset, submits that two Demand Drafts bearing Nos. 501939 & 501940 dated 09.01.2024 for a total amount of Rs. 18,00,000/- (Rs. 9,00,000/- each) have been brought in Court. Same have been handed over to learned counsel for the respondents.

4. Learned counsel for the respondents does not controvert this statement. He agrees that two Demand Drafts have been handed over to him. He further submits that respondent-allottees are satisfied with the amount which is in full and final settlement of all claims of the allottees. Photocopies of the Demand Drafts are taken on record as Mark-‘A’

5. In view of the above, Mr. Dawar submits that he does not press the instant appeal and he may be allowed to withdraw the same. However, amount deposited by the appellants-promoter in view of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, at the time of filing the appeal, may be refunded to the appellants along with interest accrued thereon.

6. Appeal is, thus, dismissed as withdrawn.

7. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.18,42,766/- deposited by the appellants-promoter with this Tribunal as pre-deposit to comply with the proviso to Section 43(5) of the Act, need not be retained by this Tribunal. Same be remitted to the learned Authority for disbursement to the appellants-promoter, along with interest accrued thereon, subject to tax liability, if any, as per law.

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

9. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Anil Kumar Gupta
Member (Technical)

11.01.2024
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