

**BEFORE THE HARYANA REAL ESTATE APPELLATE
TRIBUNAL**

Appeal No. 278 of 2021
Date of Decision:29.01.2024

Emaar India Limited (Formerly known as Emaar MGF Land Limited) registered office at 306-308, 3rd Floor, Square One, C-2 District Centre, Saket, New Delhi-110 017.

Appellant-Promoter.

Versus

Saurabh Khanna, Resident of W-13, Greater Kailash, Part-1, New Delhi-110048.

Respondent-allottee

CORAM:

**Justice Rajan Gupta
Shri Anil Kumar Gupta,**

**Chairman
Member (Technical)**

Present: Ms. Tanika Goyal, Advocate,
for the appellant.

Mr. Ramanjit Singh, Advocate,
for the respondent.

ORDER:

Rajan Gupta, Chairman (Oral):

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

“During the course of arguments, learned counsel for the appellant Emaar India Ltd. has proposed that an amount of Rs.45,00,000/- by way of demand draft can be disbursed to the respondent in full and final settlement of all his claims. The said draft would be brought before this Tribunal on the next date of hearing. She further submits that in that eventuality pre deposit in terms of proviso to Section 43(5) of the Real Estate

(Regulation and Development) Act, 2016, be refunded to the appellant-promoter along with interest accrued thereon.

The aforesaid proposal is acceptable to learned counsel for the respondent. He submits that he has sought instructions from his client (Mr. Saurabh Khanna).

Admittedly, respondent is already in possession since 10.01.2023.

In view of the aforesaid statements made by counsel for the parties this Tribunal is not averse to decide the same on the basis of agreed terms without going into technical issue. Both counsel for the parties have made statements, which are taken on record as Mark-‘A’ & Mark-‘B’.

To come up on 29.01.2024.”

2. Today, Ms. Tanika Goyal counsel representing the promoter has produced a Demand Draft bearing no. 340834 dated 25.01.2024 amounting to Rs.45,00,000/-, which has been handed over to counsel representing the respondent-allottee. Photocopy thereof duly signed and received by counsel for the respondent is sought to be placed on record. Same is taken on record as Mark-‘C’.

3. Learned counsel for both the parties submit that in view of the statements recorded on the last date of hearing as Mark-‘A’ & Mark-‘B’ and Demand Draft handed over today as Mark-‘C’, should be treated that lis between the parties come to an end and the statements should be treated as full and final settlement of all rival claims between the parties.

4. In view of above situation, learned counsel for the appellant-promoter submits that she may be allowed to

withdraw the instant appeal. However, the amount deposited at the time of filing of this appeal in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 may be refunded to the appellant-promoter along with interest accrued thereon.

5. Learned counsel for the respondent-allottee has no objection to this.

6. In view of the above, the appeal is dismissed as withdrawn. We make it clear that the same shall not be treated as precedent.

7. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.68,58,656/- deposited by the appellant-promoter with this Tribunal as pre-deposit in terms of proviso to Section 43(5) of the Act, along with interest accrued thereon, be remitted to the learned Authority for disbursement to the appellant-promoter, subject to tax liability, if any, according to law.

8. Copy of this order be communicated to the parties/learned counsel for the parties and Authority below.

9. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Anil Kumar Gupta
Member (Technical)

29.01.2024
Rajni