

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 331 of 2021(O&M)
Date of Decision: 11.12.2023

Emaar MGF Land Ltd. registered office at 306-308, Square One, C-2
District Centre, Saket, New Delhi-110 017.

Appellant

Versus

Kavita Sadana, R/o #163, Sainik Vihar, Pitampura, New Delhi-
110034.

Respondent

CORAM:

**Justice Rajan Gupta
Anil Kumar Gupta**

**Chairman
Member (Technical)**

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

Mr. Rahul Kesar, Advocate,
for the respondent.

ORDER:

Rajan Gupta, Chairman (Oral):

On 31.10.2023, an order was passed by this Tribunal,
which reads as under:

“The present appeal is directed against the order dated 02.02.2021 passed by the Haryana Real Estate Regulatory Authority at Gurugram, operative part thereof reads as under:-

“14. Hence, the authority hereby passes the following order and issue directions under Section 34(f) of the Act:

i. The respondent is directed to pay the interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 13.07.2013 till the handing over of possession. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order.

ii. However, the respondent has already paid a sum of Rs.7,43,141/- towards delay in handing over possession at the time of offer of possession, therefore, the said amount shall be adjusted towards the amount to be paid by the respondent/promoter as delay possession charges under proviso to Section 18(1) read with rule 15 of the Rules.

iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iv. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement.

v. Interest on the delay payments from the complainant shall be charged at the prescribed rate @ 9.30% by the promoter which is the same as is being granted to the complainant in case of delayed possession charges.

15. Complaint stands disposed of.

16. File be consigned to the registry.”

2. Learned counsel for the parties have addressed at length. However, during the course of arguments, it was proposed that they may explore the possibility of amicable settlement. The case was, thus, passed over for some time and taken up again.

3. Learned counsel for the respondent-allottee submitted that she has got clear instruction from her client that

she is ready to accept Rs.40,00,000/- as lump sum amount in lieu of Delay Possession Charges (DPC) etc. on full and final settlement in this case.

4. *This proposal is acceptable to Ms. Tanika Goyal, learned counsel representing the appellant (M/s Emaar India Ltd.). She submits that a demand draft for Rs.40,00,000/- shall be brought on the next date of hearing in favour of allottee (Kavita Sadana) as full and final settlement of claims of respondent-allottee. On such remittance being made, the appeal may be allowed to be withdrawn and the amount deposited by way of pre-deposit be returned to the appellant-promoter along with interest accrued thereon.*

5. *Statement have been made by counsel in light of the above, same are taken on record as Mark 'A' and Mark 'B'.*

6. *Aforesaid settlement between the parties appears to be reasonable.*

7. *List on 21.11.2023 to see whether the settlement made before this Tribunal are adhered to."*

2. Today, at the outset, Ms. Tanika Goyal, counsel representing the appellant-promoter has produced a Demand Draft no. 340774 dated 05.12.2023 amounting to Rs.40,00,000/- in the name of respondent-allottee (Ms. Kavita Sadana). Same has been handed over to Mr. Rahul Kesar, counsel representing the respondent. Photocopy thereof is kept on record as Mark-'C'.

3. Learned counsel have already made statements in respect of the settlement arrived at between the parties, which are already on record as Mark-'A' & Mark-'B'. Both counsel submit that remission of amount of Rs.40,00,000/- would be deemed to be a full and final

settlement of all claims between the parties. No lis, thus, survives in this appeal. Appeal is hereby disposed of.

4. Needless to say that this order would not operate as a precedent which has been passed as a result of settlement between the parties.

5. The amount of Rs. 61,95,131/- 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 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)

11.12.2023
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