

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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Appeal No. 683 of 2022

Date of Decision: 01.04.2024

Emaar India Limited (Formerly known as Emaar MGF Land Limited), 306-308, 3<sup>rd</sup> Floor, Square One, C-2, District Centre, Saket, New Delhi-110017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana through its authorised representative Sayantan Mondal son of Shri S.N. Mondal.

Appellant

Versus

Siddharth Thakur R/o A-55, Villa Omaxe Green Valley, Gurukul Road, Gurugram, Haryana.

Respondent

**CORAM:**

Justice Rajan Gupta

Chairman

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

Respondent in person.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against the order dated 12.05.2022 passed by the Haryana Real Estate Regulatory

## Appeal No. 683 of 2022

Authority, Gurugram (hereinafter called 'the Authority'), operative part whereof reads as under:-

*"19. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):*

- i. The respondent/promoter is directed to refund the entire amount received by it from the complainant-allottee along with interest at the rate of @ 9.40% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.*
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.*

*20. Complaint stands disposed of.*

*21. File be consigned to registry."*

2. Notice was issued in this appeal vide order dated 29.05.2023. Counsel for the respondent put in appearance on the next date of hearing and sought time.

3. It appears that in the meantime, the respondent/allottee had also instituted execution proceedings wherein notice was issued to the promoter. However, on the

## Appeal No. 683 of 2022

last date of hearing when the case was taken up, this Bench was apprised that a settlement has been arrived at between the parties. Settlement Agreement was produced, which was taken on record as Mark- 'A'.

4. Today, Ms. Tanika Goyal has referred to the said agreement particularly Clause-1 thereof. Same reads as under:

*"1. That it has been agreed to between the Parties that subject to the Parties duly adhering to the terms and conditions of this Agreement in a time bound manner, the Second Party has agreed to give the following compensation to the First Party towards full and final settlement of all the Disputes, interest, grievances, claims, demands, etc. of the First Party and/or anyone claiming through or under the First Party, in relation to the said Unit and Disputes, against the Second Party and/or any of its group subsidiaries, group companies, affiliates, promoters, directors, officers, employees, agents, representatives, advisors in the following manner: -*

*a. That the Second Party has agreed to refund a lump sum compensation amount of Rs.3,00,00,000/- (Indian Rupees Three Crore Only) which includes the principal amount i.e. Rs.1,68,15,373/- paid by the First Party towards the Full and Final Settlement of all the grievances, claims, disputes, Complaints, including the aforementioned Disputes and for*

## Appeal No. 683 of 2022

*all future claims, disputes against the Second Party and all its officers, employees agents, Directors, etc.*

*b. That the above stated lump sum compensation of Rs.3,00,00,000/- (Indian Rupees Three Crore Only) which includes the principal amount Rs.1,68,15,373/- paid by the First Party towards the Said Unit shall be paid to the First party vide original demand draft bearing number 300109 & 300107 dated 27.12.2023 amounting to Rs.1,00,00,001/- & Rs.2,99,99,999/- in favour of Mr. Siddharth Thakur & Mrs. Neelam Thakur respectively drawn on HSBC Bank as full and settlement of all past present and future claims, disputes and litigation subject to First Party surrendering and handing over the original Buyer Agreement, Allotment Letter and all other title documents, receipts, correspondences etc. pertaining to said unit No.MAR-BE-051.*

*c. Demand Draft No.300109 amounting to Rs.1,00,00,001/- will be handed over to Mr. Siddharth Thakur at the time of signing of the Settlement Agreement.*

*d. Demand Draft No.300107 amounting to Rs.2,99,99,999/- will be handed over to Mrs. Neelam Thakur at the time of signing of the Settlement Agreement.”*

## Appeal No. 683 of 2022

5. In view of above, the parties are ready to make their respective statements. Same are taken on record as Mark-‘B’ and ‘C’.

6. Thus, no *lis* survives in this appeal.

7. Ms. Tanika Goyal submits that she may be allowed to withdraw the present appeal and amount of pre-deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 (for short, ‘the Act’) made by the appellant-promoter at the time of filing the appeal may be refunded to the appellant-promoter along with interest accrued thereon.

8. Mr. Siddharth Thakur-respondent submits that he has no objection to the aforesaid prayer.

9. In view of above, the appeal is hereby dismissed as withdrawn.

10. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.2,91,75,982/- 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 Authority below for disbursement of the same

## Appeal No. 683 of 2022

to the appellant-promoter, subject to tax liability, if any, according to law.

11. Copy of this order be communicated to the parties, their counsel and the Authority below.

12. File be consigned to the records.

Announced:

01.04.2024

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

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Judgment-Haryana Real Estate Appellate Tribunal