

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

**Appeal No. 804 of 2022**  
**Date of Decision: 05.04.2024**

Rahul Sharma, resident of House No.U-77/28, DLF Phase-3, U Block, Gurugram Haryana 122001

Appellant

Versus

Roshni Builders Pvt. Ltd., registered office at LGF, F-22, Sushant Shopping Arcade, Sushant Lok, Phase-I, Gurugram-122002 Haryana

Respondent

**CORAM:**

Justice Rajan Gupta                      Chairman

Present:            None for the appellant.

Mr. Archit Rana, Advocate,  
for the respondent .

**ORDER:**

**Rajan Gupta, Chairman (Oral):**

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

*“Present appeal is directed against the order dated 08.09.2022 passed by the Haryana Real Estate Regulatory Authority at Gurugram (for short, ‘the Authority below’) whereby it was directed that the amount paid by the allottee be refunded to him after deduction of 10% of basic sale consideration along with interest of 10% per annum from the date of termination till the date of actual refund.*

2.     *On 08.01.2024, when the matter was taken up for hearing, a query was put to learned counsel for the parties whether possibility of amicable settlement could be explored.*

3.     *Today, at the outset, learned counsel for the respondent-promoter (Roshni Builders Pvt. Ltd.) submits that the entire amount deposited by the appellant has been refunded to him by way of*

*cheque, copy whereof is annexed along with the Memorandum of Understanding (MoU). The said document is taken on record. As per him, the cheque has already been encashed by the appellant.*

*4. The aforesaid contentions remain uncontroverted as none has put in appearance for the appellant.*

*5. In the interests of justice, adjourned to 05.04.2024.*

*6. Let intimation of next date of hearing be sent to the appellant and his counsel. ”*

2 Today, learned counsel for the respondent-promoter reiterates that entire amount remitted by the appellant-allottee has been refunded to him by way of cheque, which has been encashed. He submits that the Memorandum of Understanding (MoU) and photocopy of the cheque were placed on record on the last date of hearing.

3. Today, appellant remains unrepresented. Similar was the situation on the last date of hearing. However, an e-mail communication has been received from Mr. Pawan Kumar Gupta, Advocate, representing the appellant-allottee admitting that matter has been amicably settled between the parties. Thus, he may be allowed to withdraw the appeal

4. None is present to press this prayer. The appeal is, thus, dismissed for want of prosecution.

5. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

05.04.2024  
Manoj Rana