

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 470 of 2022

Date of Decision: 08.07.2024

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3rd floor, Square One, C-2, District Centre, Saket, New Delhi-110017

Also at Emaar Business Park, MG Road, Sikanderpur, Sector-28, Gurugram-122002, Haryana, through its authorised representative Sayantan Mondal, son of Sh.S.N. Mondal.

Appellant/Promoter

Versus

1. Mr. Ankit Sharma
2. Mrs. Ruchi Sharma
3. Mr. Arvind Kumar Sharma

All Residents of F-23, Madhuban Colony, Kisan Marg, Jaipur, Rajasthan.

Respondents/allottees

CORAM:

Justice Rajan Gupta Chairman

Present: Ms. Tanika Goyal, Advocate, along with
Ms. Ankita Chaudhary, Advocate,
for the appellant.

Mr. Yashvir Singh Balhara, Advocate,
for the respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

This appeal is directed against the order dated 18.02.2022 passed by the Authority¹ in Complaint No.1390 of 2019.

2. At the outset, Ms. Tanika Goyal, counsel for the appellant, submits that in light of the statements recorded on 10.01.2024, the matter has been settled amicably between the parties. Their respective statements are already on record as Mark-'A' & Mark-'B'.

¹ Haryana Real Estate Regulatory Authority, Gurugram

3. On the said date i.e. 10.01.2024, following order was passed:-

“Learned counsel for the respondents, on instructions from Mr. Ankit Sharma (one of the respondents) who is present in Court, submits that an amount of Rs. 30,00,000/- is acceptable to him in lieu of full and final settlement of all claims of the respondent-allottees.

Learned counsel for the appellant (Emaar India Ltd.) submits that a demand draft of Rs.30,00,000/- in favour of the respondent-allottees shall be brought in Court on the next date of hearing. In that eventuality, pre-deposit made in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 be refunded to the appellant along with interest. Learned counsel for the respondents has no objection to the same.

Both the parties have made statements in this regard, which are taken on record as Mark-‘A’ and Mark-‘B’.

List on 15.02.2024.”

4. Today, it has been stated before this Tribunal that Conveyance Deed has been executed in favour of respondent-allottees. Terms of settlement between the parties have been adhered to.

5. In view of settlement, learned counsel for the appellant prays that she may be allowed to withdraw the appeal. However, the amount of pre-deposit be refunded to the appellant along with interest accrued thereon.

6. Mr. Yashvir Singh Balhara, counsel for the respondents has no objection to the aforesaid submission.

7. In view of above, prayer of the appellant is accepted.

8. The appeal is hereby dismissed as withdrawn.

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9. As the matter has been disposed of the basis of settlement arrived at between the parties, the amount of Rs.41,32,762/- deposited by the appellant/promoter with this Tribunal as pre-deposit in terms of proviso to Section 43(5) of the RERA 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.

10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

08.07.2024

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