

**BEFORE THE HARYANA REAL ESTATE APPELLATE
TRIBUNAL**

**Appeal No. 147 of 2022
Date of Decision: 22.04.2024**

1. M3M India Private Limited, through its authorized representative Ms. Anisha Mitra, Registered Office at Unit No.SB/C/5L/Office/008, M3M Urbana, Gurugram Manesar Urban Complex, Gurugram-122102.
2. Martial Buildcon Private Limited through its authorized representative Mr. Pranav Tomar, having office at 1221 A, Devika Tower 12th floor, 6, Nehru Place, New Delhi-110019.

Appellants

Versus

1. Mr. Alok Jain
2. Ms. Shubhi Jain

Both R/o 3 Ruth Court, Glen Wiverley, Victoria-3150,
Australia,

Respondents

CORAM:

Justice Rajan Gupta

Chairman

Present: Mr. Aman Arora, Advocate
for the appellants.

Mr. Karanveer Jindal, Advocate
for the respondents.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal has been preferred against the order dated 25.08.2021 passed by the Haryana Real Estate Regulatory Authority, Gurugram (for short 'the Authority') whereby the question of Delay Possession Charges (DPC) was

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decided by the Authority and promoter was directed to pay the same @ 9.30% for every month of delay from 01.10.2017 till 08.09.2020; with similar liberty to the promoter to recover interest on the delayed payments made by the allottee.

2. During the course of hearing of the appeal, this Bench was informed that certain offer was made to explore the possibility of amicable settlement on the issues involved. On the last date of hearing i.e. 02.04.2024, following order was passed in this case:-

“Mr. Arora, at the outset, submits that settlement has been arrived at between the parties. He has produced a copy of the Memorandum of Undertaking (MoU). Same is taken on record as Mark-‘A’. He has also produced an e-mail communication stated to have been sent to him by the appellant-promoter to withdraw the instant appeal. Same is taken on record as Mark-‘B’.

Respondents, however, remain unrepresented. In the interests of justice, a short adjournment is granted.

List on 22.04.2024.

Let intimation of next date of hearing be sent to counsel for the respondents as well as respondent-allottees.”

3. Mr. Arora submits that the matter has been settled in light of Memorandum of Understanding (MoU), particularly, Clause 7 thereof.

4. Mr. Karanveer Jindal, has not controverted the aforesaid contention. He reiterates that the matter has been

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settled between the parties and the respondent/allottees are now in possession of the unit. He further submits that he has no objection if the pre-deposit is returned to the appellants/promoter along with interest accrued thereon. He has made a statement in this regard which is taken on record as Mark-‘C’.

5. Mr. Arora submits that he want to withdraw the present appeal.

6. Ordered accordingly.

7. Appeal is dismissed as withdrawn.

8. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.16,44,063/- deposited by the appellants/promoter with this Tribunal as pre-deposit in terms of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, along with interest accrued thereon, be remitted to the Authority below for disbursement of the same to the appellants/promoter, subject to tax liability, if any, as per law.

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

10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

22.04.2024
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