

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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**Appeal No. 233 of 2021  
Date of Decision: 14.05.2024**

Emaar India Ltd. Registered Office: 306-308,  
Squareone, C 2, District Centre, Saket, New Delhi-  
110017

Corporate Office: Emaar Business Park, MG Road,  
Sikanderpur, Sector 28, Gurugram-122002.

Appellant/Promoter

Versus

1. Anil Kumar Nagpal;
2. Rita Nagpal, both R/o Tower 17 Flat No. 1003,  
Orchid Petals Sector-49 Sohan Road Gurugram  
122018 Haryana.

Respondent/allottees

**CORAM:**

Justice Rajan Gupta

Chairman

**Present:**

Mr. Mayank Aggarwal, Advocate  
for the appellant.

Mr. Shubhnit Hans, Advocate,  
for the respondents.

**ORDER:**

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

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

*“Pursuant to the order dated 07.03.2024,  
Mr. Anil Kumar Nagpal-respondent is present in  
Court today.*

*During the course of hearing, a query has  
been put to Ms. Tanika Goyal, counsel  
representing the appellant-company whether the  
appellant-company can remit a lump sum  
amount of Rs. 32,00,000/- to the respondent-  
allottees in lieu of full and final settlement of all*

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*their claims. She submits that said amount can be remitted to the respondent-allottees provided they produce a NOC from RWA regarding payment of CAM charges and they bear the expenses of execution of conveyance deed. She submits that she has sought instruction from the appellant-company that it would be ready and willing for the same. Needful can be done within thirty days by way of demand draft.*

*Learned counsel for the respondents, on instructions from Mr. Anil Kumar Nagpal, who is present in Court, submits that the aforesaid offer is acceptable to the respondent-allottees.*

*Both parties have recorded their respective statements in light of aforesaid. Same are taken on record as Mark-‘A’ & Mark-‘B’.*

*List on 14.05.2024 for further hearing.”*

2. Today, at the outset, learned counsel for the parties submit that in terms of the statements Mark-‘A’ and Mark-‘B’ recorded on the last date of hearing, settlement between the parties has been successful. They have produced a settlement agreement and pray that same be taken on record. Prayer is accepted. Settlement deed is taken on record as Mark-‘C’. Photocopies of two cheques whereby amount of Rs.32,00,000/- has been remitted to the respondent-allottees, have also been produced. Same are taken on record as Mark-‘D’ & Mark-‘E’.

3. Learned counsel for the respondent submits that respondent-allottees are fully satisfied in view of the settlement arrived at. As per counsel, no *lis* now survives in this appeal. Learned counsel for the appellant prays that he may be allowed to withdraw the appeal. Prayer is accepted.

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

5. As the matter has been decided on the basis of settlement arrived at between the parties, the amount of Rs.42,72,730/- 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 learned Authority for disbursement to the appellant-promoter, subject to tax liability, if any, according to law.

6. file be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

14.05.2024

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