

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 326 of 2021
Date of Decision: 23.07.2024

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

Second address Emaar Business Park, MG Road, Sikanderpur, Sector-28, Gurugram-122002, Haryana,

Appellant/Promoter

Versus

1. Mrs. Neetu Sharma
2. Mr. Pardeep Kumar Sharma

Both are resident of Neetu Nursing Home, near Rao Tula Ram Chowk, Mohinderharj, Mahendergarh, Haryana 123029..

Respondents/allottees

CORAM:

Justice Rajan Gupta Chairman

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

Mr. Pardeep Sharma,
one of the respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against the order dated 26.03.2021 passed by the Authority¹ in Complaint No.980 of 2020.

2. During the course of hearing, the parties expressed their willingness to explore the possibility of amicable settlement. As a result thereof, the matter has been settled amicably between the parties. Statements of Ms.

¹ Haryana Real Estate Regulatory Authority, Gurugram

Tanika Goyal, Advocate, learned counsel for the appellant and Mr. Pardeep Sharma, one of the respondents were recorded on 03.05.2024 and marked as Mark-'A' & Mark-'B'. Same are reproduced hereunder for ready reference:

*“Statement of Ms. Tanika Goyal, Advocate, Ld.
Counsel for the appellant:*

Ms. Tanika Goyal, states that I have clear instructions from the appellant-company (M/s Emaar India Ltd.) that an amount of Rs. 33,00,000/- can be remitted to the respondent-allottee by way of demand draft as full and final settlement of all their claims. Demand draft shall be brought before this Tribunal. Conveyance deed shall also be executed subject to payment of differential amount of stamp duty & E-challan. In such eventuality, the amount deposited with this Tribunal by way of pre-deposit be returned to appellant-promoter along with interest accrued thereon.”

*Statement of Mr. Pardeep Sharma, one of the
respondent-allottees:*

On S.A.

Mr. Pardeep Sharma, one of the respondent-allottees states that I shall be ready to accept a lump sum amount of Rs.33,00,000/- if differential amount is sought only in respect of stamp duty, E-challan and no other charges. In such eventuality, if amount of Rs.33,00,000/- is remitted to me by way of demand draft, I would have no objection if the amount of pre-deposit is refunded to the appellant-company along with interest accrued thereon.”

3. On 03.05.2024, when the case came up for hearing, Ms. Goyal on instructions from the appellant-company submitted that an amount of Rs.33,00,000/- shall be paid to the respondent-allottees in lieu of full and final settlement of all their claims.

4. On 02.07.2024, said amount was paid to the respondent-allottees and the following order was passed:-

“Pursuant to order dated 03.05.2024, Ms. Tanika Goyal has handed over two Demand Drafts bearing nos. 477924 & 477925 dated 27.06.2024 amounting to Rs. 33,00,000/- (Rs. 16,50,000/- each) to Mr. Pardeep Sharma, one of the respondents, who is present in Court. Photocopies thereof have been produced, which are taken on record.

Mr. Pardeep Sharma submits that he accepts the amount and stands by the statement made by him before this Tribunal on 03.05.2024.

Ms. Goyal submits that the conveyance deed shall be executed in favour of the respondent-allottees within two weeks from today. In such eventuality, appellant would make appropriate statement for withdrawal of the instant appeal.

List on 23.07.2024.”

5. Today, when the case has been taken up for hearing, at the outset, Ms. Goyal submits that settlement between the parties has been culminated. She submits that she may, thus, be allowed to withdraw the present appeal and the amount of pre-deposit be refunded to the appellant-company along with interest accrued thereon.

6. Mr. Pardeep Sharma, one of the respondents, does not controvert the factum of settlement and submits that he has no objection if the amount deposited by the appellant-company be refunded to it.

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

8. As the matter has been disposed of on the basis of settlement arrived at between the parties, the amount of Rs.54,22,362/- 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

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to the learned Authority for disbursement to the appellant/promoter, subject to tax liability, if any, according to law.

9. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

23.07.2024
Manoj Rana