

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

**Appeal No. 37 of 2023
Date of Decision: 30.07.2024**

Santosh K Aggarwal son of Late S.L. Aggarwal, resident of
45, SHEO Charan Lal Road, Opp. Moti Park, Allahabad.

Appellant

Versus

M/s Satya Developers Pvt. Ltd., registered office at
Plot No.8, Sector 44, Gurugram (Haryana)

Respondent

CORAM:

Justice Rajan Gupta Chairman

Present: None for the appellant.

Mr. Gursheer Singh, Advocate,
for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated
28.01.2022 passed by the Authority¹. Operative part whereof reads
as under:-

- “1. The complainant is entitled for delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) act, 2016 at the prescribed rate of interest i.e., 9.30% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 07.08.2015 till the offer of possession i.e., 21.08.2016 plus two months which comes out to be 21.10.2016.*
- ii. The promoter shall not charge anything which is not part of the BBA and in particular holding charges which have been disallowed by this authority in many other*

¹ Haryana Real Estate Regulatory Authority, Gurugram

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cases keeping in view the decision of the Hon'ble Supreme Court of India.

iii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30 % by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act

43. Complaint stands disposed of.

44. File be consigned to Registry.”

2. On the last date of hearing, a statement made before this Bench by learned counsel for the respondent that the matter has been amicably settled between the parties. He had produced a copy of the settlement deed. Same was taken on record.

3. Today, appellant remains unrepresented. However, a written communication has been received from counsel for the appellant, which reads as under:-

“Sir,

In the above noted case, the parties have compromised and have signed the settlement deed the copy of which is duly attached herewith for your ready reference. The appellant have received the possession of the questioned flat as per the settlement deed and thus have no issue left to be decided in the present appeal and thus wants to withdraw this appeal case, immediately, filed against the respondent.

It is, therefore, most respectfully prayed that this Hon'ble tribunal may be pleased to dismiss this appeal, mentioned above, as withdrawn and dispose off this appeal as soon as possible which is also in the interest of justice and equity.”

4. Learned counsel for the appellant does not dispute the factum of the settlement. In view of the same parties are decided to adhere to the same.

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5. In view of above, the request for withdrawal of the appeal is accepted. Accordingly, same is hereby dismissed as withdrawn.

6. Copy of this order be sent to the parties, their counsel and the Authority.

7. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

30.07.2024
Manoj Rana