

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.69 of 2022

Date of Decision: 24.10.2024

Emaar India Limited (Formerly known as Emaar MGF Land Ltd.), 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi-110017, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana through its Authorized Representative Sayantan Mondal, aged 33 years S/o S.N. Mondal.

Appellant.

Versus

1. Madhu Sudan Gupta;
2. Ashima Gupta;

Both residents of Apartment No.D-1003, the Pal Springs, Golf Course Road, Sector-4, Gurugram-122002.

Respondents.

CORAM:

Justice Rajan Gupta

Chairman

Present: Ms. Ankita Chaudhary, Advocate for the appellant.

Mr. Ankit Kumar, Advocate for
Mr. Munish Gupta, Advocate for the respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Challenge in the present appeal is to the order¹

¹ Order dated 12.08.2021

passed by the Authority², whereby it was directed that possession of the unit be handed over to the allottees and DPC³ be paid along with interest.

2. Aggrieved, the promoter-Emaar India Ltd. challenged the order before this Tribunal.

3. During the course of proceedings, a query was put to parties whether they are ready to explore the possibility of amicable settlement. They expressed their willingness. As a result, they entered into a settlement. On the basis of same, order dated 04.09.2024 was passed. Same reads as under:

“During the course of hearing of the appeal, on 30.07.2024 a query was put to learned counsel whether the possibility of amicable settlement can be explored or not.

Today, when the case was taken up for hearing, at the outset, learned counsel for the appellant (Emaar India Ltd.) submits that she has instructions to state that an amount of Rs.52,00,000/- shall be remitted to the respondent allottees. She further submits that she shall bring two Demand Drafts amounting to Rs.52,00,000/- in equal share in favour of both the respondent-allottees before this Bench on the next date of hearing as compensation of the claims including Delay Possession Charges (DPC) etc. provided the respondent allottees pay HVAT FD amount of Rs.1,79,290/- on the next date of hearing. She, however, submits that in that eventuality, pre-deposit made by the appellant-promoter in terms of proviso to Section 43(5) of the RERA Act be refunded to it along with interest accrued thereon.

² Haryana Real Estate Regulatory Authority, Gurugram

³ Delay Possession Charges

Mr. Gupta submits that the aforesaid proposal is acceptable to the respondent-allottees and appeal may be disposed of in the aforesaid terms.

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

List on 14.10.2024.

Needless to observe that as the matter is likely to be disposed of on the basis of settlement arrived at between the parties, it shall not be treated as a precedent for other similar cases, if any, pending before this Tribunal.”

4. It appears that pursuant to above, two cheques of Rs.26,00,000/- each were handed over to the allottees. In view of the same, order dated 14.10.2024 was passed, which reads as under:

“Mr. Gupta submits that allottees have deposited HVAT FDR. Copy thereof has been produced. Same is taken on record.

Mr. Goyal submits that two cheques bearing nos. 480859 and 48060 amounting to Rs.26,00,000/- each have been handed over to the respondent-allottees, who are present in Court. Photocopies thereof have been placed on record.

Both the allottees have made their respective statements, which are taken on record as Mark-‘C’ and Mark-‘D’

List on 24.10.2024.”

5. Counsel for the allottees submits that the cheques have been encashed; the allottees are in possession of the unit and Conveyance Deed has also been executed in this respect.

6. In view of the above, counsel for the appellant submits that she may be allowed to withdraw this appeal and the pre-deposit

made at the time of filing the appeal be refunded along with interest accrued thereon.

7. 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.64,32,049/- deposited by the appellant-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 learned Authority for disbursement to the appellant-promoter subject to tax liability, according to law.

9. Needless to observe that as the matter has been decided on the basis of settlement, it would not operate as a precedent.

10. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

24.10.2024

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