

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

(1) Appeal No.441 of 2021

Date of Decision: 05.11.2024

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3rd Floor, Square One, also at Emaar Business Park, MG Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana through its Authorized Representative Mr. Subrat Kumar Pradhan aged 45 years, son of late Sh. Sarat Kumar Pardhan.

Appellant.

Versus

M/s Navneet Developers, through its partners Mr. Kulbir Singh Chandok and Mr. Rominder Chandok, registered office at D-9, Model Town, Delhi-110009.

2nd Address: C-9/9, DLF City, Phase-1, Sector-26, Gurugram-122002.

...Respondent.

(2)Appeal No.204 of 2022

Date of Decision: 05.11.2024

M/s Navneet Developers, through its partners Mr. Kulbir Singh Chandok and Mr. Rominder Chandok, registered office at D-9, Model Town, Delhi-110009.

Appellant.

Versus

Emaar MGF Land Ltd., 306-308, Square one, C-Z, District Centre, Saket, New Delhi-110017

2nd Address: Emaar MGF, Business Park, MG Road, Sikanderpur, Sector-28, Gurugram, Haryana.

...Respondent.

CORAM:**Justice Rajan Gupta****Chairman**

Present : Mr. Mayank Aggarwal, Advocate,
for Emaar India Ltd.

Mr. Ritika Garg, Advocate, for the M/s Navneet
Developers

ORDER:**RAJAN GUPTA, CHAIRMAN (ORAL):**

This order shall dispose of above-mentioned two appeals, as the issues involved therein are common. However, the facts have been extracted from Appeal No. 441 of 2021.

2. This appeal is directed against the order dated 03.03.2021, passed by the Authority¹. The operative part thereof reads as under:

“1. The respondent is directed to pay the interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e. 15.12.2016 till the handing over of possession i.e. 29.02.2020 (offer of possession 31.12.2019 plus two months).”

Certain other ancillary directions were also given by the Authority.

3. Aggrieved, both the parties filed separate appeals.

4. A perusal of the record shows that during the pendency of the appeal, the parties had shown their willingness to explore the possibility of amicable settlement.

¹ Haryana Real Estate Regulatory Authority, Gurugram

5. Today, when the appeals have been taken up for hearing, the parties have produced a Settlement Deed. Same is taken on record as Mark-‘A’. They submit that all the issues stand settled in view of same. The relevant part of the Settlement Deed is reproduced hereunder:

“a) That the Second party has agreed to pay:

(i) An amount of Rs.3,37,80,936 (Indian Rupees Three Crores Fifty Seven Lakhs Eighty Thousand Nine Hundred and Thirty Six only) (hereinafter referred to as “Deposit Amount”).

(ii) A further amount as actual interest accrued on the above mentioned Deposit Amount on withdrawal of appeal from the HREAT Tribunal. The Second Party will withdraw the Deposit Amount along with interest from the HRERA and the actual interest amount so received shall be paid to the First Party (hereinafter referred to as “Interest Amount) within 15 (fifteen) days from the date of receipt in the bank account of the Second Party.

(iii) The amounts mentioned in the Clause 1(a) (i) & (ii) (hereinafter collectively referred to as “Compensation Amount”) towards the FULL AND FINAL SETTLEMENT of all the grievances, claims, disputes including but not limited to refund of PLC, Complaints including the aforementioned Disputes and for all future claims, disputes against the Second Party and al its officers, employees agents, Directors etc. in respect of the Said Unit and the Said Project.

b) Whereas an outstanding amount of Rs.27,380,936/- (Indian Rupees Two Crore Seventy Three Lakhs Eighty Thousand Nine Hundred and Thirty Six only) payable by First Party is pending against the Said Unit. The principal outstanding

amount will be adjusted from the Compensation Amount payable to the First Party. After adjustment of the outstanding amount, the First Party will have a credit balance of Rs.84,00,000/- (Indian Rupees Eighty Four Lakhs Only) in the SOA of the Said Unit at the disposal of the First Party.

c) The second Party has also agreed to provide the following waivers to the First Party:

i) 100% waiver of Delayed Payment Charges (DPC) till 31st August, 2024.

ii) 100% waiver of Holding Charges (HC) till 31st August, 2024.

iii) 100% waiver of CAM/CAE charges till 31st August, 2024.”

6. Learned counsel for the parties have also made their respective statements (Mark-C and Mark-D) with regard to the settlement arrived at.

7. In view of the statements of counsel for the parties and the Settlement Deed, both parties submit that they be allowed to withdraw their respective appeals.

8. The appeals are, thus, dismissed as withdrawn.

9. As the matter has been disposed of on the basis of settlement arrived at between the parties, the amount of Rs.3,57,80,936/-, 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.

10. It shall be ensured that:

(a) a report regarding remission of the amount to the Authority be submitted by the Registry of this Tribunal at the earliest, in any case, not later than two weeks from today;

(b) parties would appear before an official, to be nominated by the Chairman of the Authority, on 18.12.2024 who shall release the amount so remitted by the registry after due verification; and

(c) in the eventuality, any clarification is required, the parties shall be at liberty to move application in this respect.

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

12. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

05.11.2024
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