

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 282 of 2021
Date of Decision: 17.09.2024

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. Mr. Atul Purwar;
2. Mrs. Divya Gupta

Both are resident of 38, Chowki Shemsheri Kharan Ka Pull Etawah, Uttar Pradesh, 206001. Second address at 99, Brookside, London EN4 ATS

Respondents/allottees

CORAM:

Justice Rajan Gupta Chairman

Present: Ms. Tanika Goyal, Advocate,
for the appellant.

Mr. Harshit Joon, Advocate,
for the respondents.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated 14.12.2020 passed by the Authority¹ at Gurugram, whereby it was *inter alia* directed that the respondent-promoter would pay interest at the prescribed rate i.e. 9.30% per annum for every

¹Haryana Real Estate Regulatory Authority, Gurugram

month of delay on the amount paid by the complainants from due date of possession i.e. 22.05.2013.

2. Aggrieved by the said order, appellant (M/s Emaar India Ltd.) preferred the instant appeal before this Tribunal. The matter came up for hearing on number of dates. The parties were asked whether there was any possibility of amicable settlement between them. As they expressed their willingness, they were permitted to hold parleys. They ultimately arrived at amicable settlement which was incorporated in order dated 12.08.2024. Same reads as under.

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

“It appears that during the course of hearing, parties expressed their wish to explore the possibility of amicable settlement of all the issues. As a result the appellant-company offered possession to the respondent-allottees, which they accepted. Appellant company thereafter offered Rs.38 lakhs in lieu of full and final settlement of all claims of the respondent/allottees. In view of the offer, respondent-allottees or their authorised representative were asked to remain present before this Tribunal. However, they have failed to appear. As per counsel, the respondent-allottees are no longer interested in amicable settlement. He submits that matter be listed for hearing on merits. In view of aforesaid developments, it is necessary to make it clear that grant of possession to the respondent-allottees would not bestow any final rights on them. Their possession would be purely temporary in nature, subject to final outcome of this appeal.

List on 12.08.2024.”

Today, learned counsel for the respondents, at the outset, submits that if offer of Rs.38,00,000/- given by

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the appellant-company on the last date of hearing is increased to Rs.40,00,000/-, the matter can be settled between the parties.

Learned counsel for appellant submits that she has sought instructions from the appellant (Emaar India Ltd.), it has agreed to remit the amount of Rs.40,00,000/- to the respondents for settlement of the matter. However, she needs one month's time to do the needful.

Learned counsel for both the parties have got recorded their respective statements in this regard. Same are taken on record as Mark-A and Mark-B.

List on 17.09.2024.”

3. Today, this Bench has been informed that two Demand Drafts bearing Nos.478088 & 478087 dated 09.09.2024 amounting to Rs.20,00,000/- each in favour of both the respondent-allottees (Atul Purwar & Divya Gupta) have been handed over to the learned counsel for respondent-allottees in Court. Photocopies thereof have been produced, same are taken on record as Mark-‘C’ & ‘D’.

4. Learned counsel for the respondents submits that claim of the respondent-allottees is fully satisfied in terms of statement made by him before this Bench on 12.08.2024 (Mark-‘B’).

5. Learned counsel for the appellant submits that in view of settlement, she may be allowed to withdraw this appeal and the amount of pre-deposit be refunded to the appellant-promoter along with interest accrued thereon.

6. This prayer is accepted.

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

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8. As the matter has been disposed of on the basis of settlement arrived at between the parties, the amount of Rs.46,16,069/- 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 to the learned Authority for disbursement to the appellant/promoter, subject to tax liability, if any, according to law.
9. Needless to observe as the matter has been decided on the basis of settlement, it would not operate as a precedent.
10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

17.09.2024.
Manoj Rana