

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

**Appeal No.715 of 2023**

**Date of Decision: 08.01.2025**

M/s Apex Buildtech Limited Regd. Office at 611, 6<sup>th</sup> Floor,  
Best Sky Tower, Neta Ji Subash Palace, Pitampura, Delhi-  
110034.

Appellant

Versus

Santosh Verma, residents of 602, Guru Apartment, Sector 14,  
Rohini, New Delhi-110085.

Respondent

**CORAM:**

**Justice Rajan Gupta  
Shri Rakesh Manocha**

**Chairman  
Member (Technical)**

Present: Mr. Tushar Sharma, Advocate along with  
Mr. S.K Verma, Authorized Representative of the  
Appellant-Company.

Ms. Santosh Verma-respondent in person along with  
her husband-Mr. Surender Verma, and  
Mr. Virender Soni, Advocate.

**O R D E R:**

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

Present appeal is directed against the order dated  
13.04.2023, passed by the Authority<sup>1</sup>. Operative part thereof  
reads as under:

- (i) Respondent is directed to refund the entire principal amount of Rs.55,00,000/- along with interest of Rs.75,67,685/-, which total come to be Rs.1,30,67,685/- to the complainant.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

*Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.*

23. ***Disposed of.*** *File be consigned to record room after uploading of this order on the website of the Authority.”*

2. Aggrieved, the appellant-M/s Apex Buildtech Ltd. filed the appeal raising various pleas before this Tribunal.

3. During the pendency of the appeal, possibility of amicable settlement between the parties was explored. Same proved fruitful. As a result whereof, statements of the parties (Mark-‘A’ and Mark-‘B’) dated 16.12.2024 were recorded. The factum of recording of statements of the parties is also reflected in order dated 16.12.2024 passed by this Bench. Same reads as under:

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

*“Mr. Kathuria, on instructions from Ms. Santosh Verma and her husband (who are present in court) submits that in case lump sum amount (which would come to approximately Rs. 1,44,47,000/-) is remitted by the appellant –company, the allottee shall be ready to amicably settle the issue and also withdraw the FIR registered at Police Station Murthal, under Sections 406 and 420 IPC.*

*Mr. Sharma prays for a short adjournment to seek instructions in the light of above.*

*List on 16.12.2024.*

*Mr. Kathuria, on instructions further submits that execution proceedings will not be pressed before the executing court till the next*

*date of hearing. However, this statement shall not enure beyond the next date.”*

*Today, learned counsel submits that the parties have decided to settle the matter amicably and a lump sum amount of Rs.1,40,00,00/- shall be acceptable to the respondent as full and final settlement of all her claims. In case demand draft for this amount is brought before this Tribunal on the next date of hearing and is handed over to the respondent-allottee, she shall accept the same and also withdraw the case pursuant to the FIR registered at Police Station Murthal, under Sections 406 and 420 IPC.*

*Mr. Sharma submits that a settlement agreement shall be drafted in the meanwhile and demand draft for the aforesaid amount shall be brought before this Tribunal and be handed over to the respondent-allottee. However, in such eventuality, the amount of pre-deposit made by the appellant-company along with interest accrued thereon be returned to it. He prays for adjournment in order to produce a copy of the settlement agreement.*

*Mr. Vishal Sharma, learned counsel for the appellant and Ms. Santosh Verma-respondent (who is present in court) recorded their statements. Same are taken on record as Mark-‘A’ and Mark-‘B’.*

*On his request, the case is adjourned to 08.01.2025.”*

4. Today, when the case has been taken up for hearing, a settlement deed has been produced. Settlement deed is duly signed by the authorized representative of the appellant-company as well as respondent-Santosh Verma, who are present in Court. The presence of the parties is

verified by their respective counsel. Mr. Tushar Sharma, Advocate, learned counsel for the appellant as well as Mr. Virener Soni, Advocate, learned counsel for the respondent are also witnesses to the settlement deed. Copy of the settlement deed is taken on record as Mark-‘C’. A cheque bearing No.964252 dated 25.01.2025 has been handed over to respondent-Santosh Verma in Court. Photocopy of the cheque is taken on record as Mark-‘D’.

5. In view of above, Mr. Tushar Sharma submits that he may be allowed to withdraw the present appeal as no *lis* now survives in this appeal. He further submits that the pre-deposit made at the time of filing the appeal may be refunded along with interest accrued thereon

6. Mr. Virender Soni submits that he has no objection, if the amount deposited by the appellant by way of pre-deposit, be refunded to it 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.1,34,40,133/- deposited by the appellant-promoter with this Tribunal as pre-deposit in terms of proviso to Section 43(5) of the RERA Act<sup>2</sup> along with interest accrued thereon be remitted to the learned Authority for disbursement to the appellant-promoter subject to tax liability, according to law.

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<sup>2</sup> Real Estate (Regulation and Development) Act, 2016.

AR to ensure the compliance within two weeks from today and submit a report.

9. The parties shall be at liberty to move appropriate application, in case, there is any change of circumstances.

10. File be consigned to the record.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

08.01.2025  
Manoj Rana