

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No.165 of 2022**

**Date of Decision: November 28, 2024**

Emaar India Limited (formerly known as Emaar MGF Land Limited), 306-308, 3<sup>rd</sup> Floor, Square One, C-2, District Centre, Saket, New Delhi

Appellant.

Versus

1. Vikas Mehra

2. Neha Mehra

Both residents of B-3/54A, Keshavpuram, Tri Nagar, New Delhi.

Respondents

Present : Ms. Tanika Goyal, Advocate for the appellant.  
Mr. Arvind Chaudhary, Advocate for the respondents.

**CORAM:**

**Justice Rajan Gupta**

**Chairman**

**ORDER:**

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

The present appeal is directed against the order dated 12.08.2021, passed by the Authority<sup>1</sup>, whereby the appellant-promoter was directed to pay DPC<sup>2</sup> along with interest.

2. During the course of hearing, the parties were given liberty to explore the possibility of amicable settlement on issues involved. The matter came up for hearing before the Bench on 15.10.2024 and the parties made their respective statements. The same were taken on record as 'Mark-A' and

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

<sup>2</sup> Delayed Possession charges

'Mark-B'. The same are reproduced hereunder for ready reference:

"Statement of Ms. Tanika Goyal, Advocate, Ld. Counsel for the appellant:

*Ms. Tanika Goyal states that I have clear instructions from the appellant-company that a lump sum amount of Rs.25,00,000/- shall be paid to the respondent-allottee in lieu of full and final settlement of all his claims. A cheque/demand draft for this amount shall be brought in Court on the next date. She further submits that in such eventuality, pre-deposit amount be refunded to the appellant-company along with interest accrued thereon.*

Statement of Mr. Arvind Chaudhary, Advocate for the respondent-allottee.

*Mr. Arvind Chaudhary, on instructions from the respondents, states that the respondents are ready to accept a lump sum amount of Rs.25,00,000/- by way of Cheque/Demand draft from the appellant-promoter as full and final settlement of all their claims. Respondent-allottees are already in possession and conveyance deed has already been executed in their favour. In such eventuality, respondent-allottees will not oppose the refund of pre-deposit amount made by the appellant, along with interest accrued thereon, after the cheque/demand draft is handed over to them."*

3. In view of the above, it is apparent that the matter has been amicably settled between the parties. A lump sum amount of Rs.25,00,000/- is acceptable to the respondents as full and final settlement of all his claims.

4. Ms. Tanika Goyal, Advocate assures that the Demand Drafts/cheques for Rs.12,50,000/- each shall be delivered to each appellant by 15.12.2024.

5. In view of the above, no *lis* survives in this appeal. Ms. Goyal submits that she may be allowed to withdraw the same, however, pre-deposit amount be returned along with interest accrued thereon.

6. Dismissed as withdrawn.

7. As the matter has been disposed of on the basis of settlement arrived at between the parties, the amount of Rs.33,13,971/- deposited by the appellant-promoter with the 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 after 15.12.2024, subject to tax liability, according to law.

8. Needless to observe that in case the undertaking given by the appellant-promoter is violated in any manner, the respondents shall be at liberty to move an application.

9. File be consigned to the record.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

November 28, 2024  
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