

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.90 of 2022

Date of Decision: November 28, 2024

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

Appellant.

Versus

Rahul Handa, resident of RA-101, Inder Puri, New Delhi-110012

Respondent

Present : Ms. Tanika Goel, Advocate for the appellant.
Mr. Arvind Chaudhary, Advocate for the respondent.

CORAM:

Justice Rajan Gupta

Chairman

ORDER:

RAJAN GUPTA, CHAIRMAN (ORAL):

The present appeal is directed against the order dated 01.10.2021, passed by the Authority¹, whereby the appellant-promoter was directed to pay DPC² 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

¹ Haryana Real Estate Regulatory Authority, Gurugram

² 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.27,00,000/- 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. Arun Chaudhary, Authorised Representative of the respondent-allottee.

States that a lump sum amount of Rs.27,00,000/- is acceptable to the respondent-allottee (Mr. Ripul Handa) as full and final settlement of all his claims against the promoter. He will not claim any excess amount as shown in statement of Account of the promoter. Admittedly, Mr. Ripul Handa respondent-allottee is already in possession and conveyance deed has been executed in his favour. In view of this, a settlement has been arrived at between the appellant and the respondent-allottee. Mr. Ripul Handa has no objection, in case, amount of pre-deposit is refunded to the appellant-promoter, along with interest accrued thereon, after the Cheque/Demand Draft is handed over to him."

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.27,00,000/- is acceptable to the respondent as full and final settlement of all his claims.

4. Ms. Tanika Goyal, Advocate assures that the Demand Draft/cheque for the said amount shall be delivered to the 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.37,39,643/- 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 respondent 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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