

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 323 of 2023
Date of Decision: 04.03.2025

Bestech India Private Limited, registered office at Bestech House, Plot No. 51, Bhagwan Mahavir Marg, Sector 44, Gurugram..

Appellant

Versus

Saruabh Rekhi resident of N-11, 2nd Floor, Kailsah Colony, New Delhi-110048.

Respondent

CORAM:

**Justice Rajan Gupta
Shri Rakesh Manocha**

**Chairman
Member (Technical)**

Present: Mr. Aashish Chopra, Sr. Advocate, assisted by Mr. Yashpal Sharma, Advocate, for the appellant (Joined through VC)

Mr. Sandeep Khunger, Advocate, for the respondent.

ORDER:

Rajan Gupta, Chairman (Oral):

Challenge in the present appeal is to order dated 14.02.2023 passed by the Authority¹ at Gurugram. Operative part whereof reads as under:-

“24. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations case upon the promoter as per the function entrusted to the authority under section 34(f):-

- i. The respondent is directed to refund the paid-up amount of Rs.47,93,740/- after deducting 10% as earnest money along with brokerage charges to the extent of maximum 0.5% of the total basic consideration of Rs.1,10,72,250/- with the*

¹ Haryana Real Estate Regulatory Authority at Gurugram

interest at the prescribed rate i.e. 10.75% is allowed on the balance amount, from the date of cancellation till date of actual refund.

- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.*

25. Complaints stands disposed of. ”

2. During the course of hearing, parties assured their willingness to explore the possibility of an amicable settlement. Case was taken up on 27.01.2025, when the parties made their respective statements. Same are reproduced hereunder for ready reference:

“Statement of Mr. Surabh Rekhi, respondent:-

States that an offer has been made to me by the appellant (M/s Bestech India Pvt. Ltd.) which is acceptable. I am ready to execute the settlement deed in terms agreed upon.

Statement of Mr. Yashpal Sharma, Advocate, for the appellant:-

States that an amicable settlement has been arrived at between the parties. An offer has been made to the allottee, which is acceptable to him. A settlement deed is likely to be drafted shortly. Same shall be placed on record.”

3. Today, Mr. Chopra has produced a copy of the settlement deed and prays that same may be taken on record. Prayer is accepted. Settlement deed is taken on record as Mark-‘C’.

4. Mr. Khunger does not controvert the aforesaid statement. He, on instructions from Mr. Saurabh Rekhi-respondent, who is present in Court, submits that the respondent-allottee is fully satisfied with the terms of the agreement. Respondent has made a statement in this regard, which is taken on record as Mark-‘D’.

5. In view of the above, no lis survives in this appeal. Mr. Chopra submits that he may be allowed to withdraw the same, however, pre-deposit amount be returned to the appellant-promoter 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.60,33,675/- 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.

8. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
Joined through VC

04.03.2025
Rajni