

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.305 of 2023

Date of Decision: February 06, 2025

Rajat Aggarwal, 3183, Sector 23, Village Bajghera, Gurgaon

Appellant.

Versus

Gatevida Developers Private Limited, Intellion Edge, 1st Floor,
Tower A, Sector 72, SPR, Gurugram-122101-Haryana

Respondent

Argued by: Appellant-Rajat Aggarwal in person.

Ms. Rupali Shekhar Verma, Advocate with
Mr. Yashvir Singh Balhara, Advocate for the
respondent.

CORAM:

**Justice Rajan Gupta
Rakesh Manocha**

**Chairman
Member (Technical)**
(Joined through VC)

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 02.05.2023, passed by Adjudicating Officer¹. Operative part thereof reads as under:

“10. Arguments heard. It is contended by Ld. Counsel for respondent that on 14.07.2020, before the Authority, a full and final settlement was reached between both of parties. It was decided that the complainant will withdraw all of the pending cases (including the present complaint) against the respondent, subject to realization of amount of Rs.17,75,971/- along with interest of 9.70% within a

¹ Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram

period of four week. This fact is not controverted by the complainant.

When both of parties have already reached an agreement through which, complainant had agreed to withdraw all his cases, including this complaint. Considering same present complaint is not maintainable.

11. Due to aforesaid reason the complaint in hands is dismissed being not maintainable. No need to give any finding on other issues. Both of the parties to bear their own costs.

12. File be consigned to records.”

2. As per the appellant-allottee, he booked an apartment with the project-La Vida in Sector 113, Gurugram. Vide allotment letter dated 17.04.2017, he was allotted unit bearing No. 902 measuring 1276 square feet for a total consideration of Rs.1,18,39,812/-. On 05.08.2017, he paid an amount of Rs.18,62,021/- towards total price. However, no document was signed. In November 2017, he made a request for changing the floor from 10th to 9th in same building. As a result, fresh allotment letter dated 10.08.2018 was issued in respect of unit No. 502 of same dimension (1276 square feet). On 22.10.2018, he filed a complaint with the Authority at Gurugram challenging the terms of the agreement, which he was asked to sign. The Authority directed that fresh agreement to sell be furnished to the allottee for signing the same. However, on 12.08.2019, the allottee expressed his wish to withdraw from the project and sought refund of the amount. As he received no response, he filed another complaint (No.4205 of 2019) for direction to the promoter to return the money.

3. Admittedly, amount of Rs.26,59,350/- remitted by the allottee along with interest was received by the allottee. The allottee thereafter moved the court of Adjudicating Officer for claiming compensation under different heads and also punitive action. The Adjudicating Officer found that the allottee had filed five similar complaints before the Authority, two civil suits in New Delhi and one criminal complaint, all in respect of the same unit. In view of this, the builder disputed the jurisdiction of the Adjudicating Officer to entertain the claim for compensation. It further submitted that on request of the allottee, allotment in respect of unit No. 902 was withdrawn and unit No. 502 was allotted to him, however, the complainant did not sign the Builder Buyer Agreement. The Adjudicating Officer thus dismissed the complaint after observing that full and final settlement had been arrived at between the parties on 14.07.2020.

4. Before this Tribunal, the appellant appeared in person and reiterated the pleas taken before the Authority below.

5. Counsel for the respondent, however, refuted the contentions and referred to the undertaking given by the allottee before the Authority at Gurugram. Same has been annexed along with Misc. Application, which reads as under:

*“Before the Haryana Real Estate Regulatory Authority,
Gurugram*

Case No. 4205/19, 5704/19,2766/21

In the matter of:

Rajat Agarwal v. Gatevida Developers

I, Rajat Agarwal, the complainant in the complaints, as above, do undertake to withdraw the pending cases

within four weeks against the respondent-company pertaining to unit in LaVida Projet (B1-502/902) subject to the realization of an amount of Rs.17,75,970/- along with interest as per prescribed rate within a period of four weeks from today i.e. 14.07.2022. Interest is to be calculated from date of receipt of money. This undertaking is being given pursuant to submission of the respondent-company. Counsel of the authorised representative of the company and the order passed in open court today.

Sd/-

(Rajat Agarwal)

14.07.2022

Sd/-

Advocate for

complainant”

6. It appears that pursuant to the aforesaid undertaking, order dated 22.08.2022 was passed by the Authority, operative part whereof reads as under:

“On the last date of hearing i.e. 14.07.2022 the counsel for respondent stated at bar that respondent-promoter is ready all the three cases filed by making a payment of Rs.17,75,971/- being the total amount paid from the complainant-allottee without any deduction on prescribed rate of interest within four weeks subject to undertaking from the complainant that all cases filed against the allotted unit shall be withdrawn.

The complainant has submitted the undertaking on the last date of hearing in which he has stated that he will withdraw all the cases subject to realization of the above said amount within a period of four weeks. Also AR appeared on behalf of the respondent and has stated that they are willing to refund the amount subject to complainant withdrawing all the cases mentioned in the list.

The counsel for the respondent has produced a copy of letter dated 05.08.2022 vide which the respondent has paid a sum of Rs.26,59,350/- to the complainant in respect of the allotted units inclusive of principal amount of Rs.17,75,971/- plus interest @ 9.7% from the date of receipt of payments in compliance of the

previous orders dated 14.07.2022 passed by the Authority.

The counsel for the complainant states that the requisite amount i.e.26,59,350/- in respect of the allotted unit has been received.

Complaints stand disposed off accordingly. File be consigned to the registry.”

7. In view of the undertaking and the order passed by the Authority, it is evident that no *lis* survives between the parties. All the grievances of the appellant-allottee have been taken care of.

8. The appeal is thus without any merit and is hereby dismissed.

9. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(Joined through VC)

February 06, 2025.
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