



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 2771 OF 2023

Anamika Chakravorty

VERSUS

....COMPLAINANT

1. Asian Developers Ltd.
 2. Seara Auto India Pvt. Ltd.
 3. Allahabad Bank Indian Bank
 4. Haryana State Industrial and Infrastructure Development Corporation (HSIIDC)
-RESPONDENTS

2. COMPLAINT NO. 2772 OF 2023

Paras Goel and Deepa Goel

....COMPLAINANTS

VERSUS

1. Asian Developers Ltd.
 2. Seara Auto India Pvt. Ltd.
 3. Allahabad Bank Indian Bank
 4. Haryana State Industrial and Infrastructure Development Corporation (HSIIDC)
-RESPONDENTS

3. COMPLAINT NO. 2773 OF 2023

Vishal Anand

....COMPLAINANT

VERSUS

1. Asian Developers Ltd.
2. Seara Auto India Pvt. Ltd.
3. Allahabad Bank Indian Bank
4. Haryana State Industrial and Infrastructure Development Corporation
(HSIIDC)RESPONDENTS

4. COMPLAINT NO. 2779 OF 2023

Sumit Kumar

....COMPLAINANT

VERSUS

1. Asian Developers Ltd.
2. Seara Auto India Pvt. Ltd.
3. Allahabad Bank Indian Bank
4. Haryana State Industrial and Infrastructure Development Corporation
(HSIIDC)RESPONDENTS



CORAM:	Parneet S Sachdev	Chairman
	Nadim Akhtar	Member
	Chander Shekhar	Member

Date of Hearing: 24.04.2025

Hearing: 5th

Present: - Mr. Radhey Shyam Rohilla and Ms. Jyoti Verma, counsels for the complainants in all complaints through VC.
Mr. Aditya Singh proxy counsel for Mr. Pranav Proothi, counsel for respondent no.2 through VC.
Mr. Tarun Gupta, counsel for respondent no. 4 through VC.

ORDER (PARNEET S SACHDEV – CHAIRMAN)

1. Grievances of all the complainants being similar as also the facts and cause of action, the entire bunch of 4 complaints has been taken up together for disposal through this common order. The complaint No.2771 of 2023 is being taken as lead case.
2. On the last date of hearing, i.e., on 24.10.2024 ld. counsel for respondent no. 2 placed on record copies of settlement deeds executed between the complainants and respondent no. 2 in all the captioned complaints. The settlements deeds contain the signatures of both the complainants as well as the respondents. Ld. counsel for the complainants denied the settlements. Since the deeds contain the signatures of the respective complainants, the complainant counsels were asked



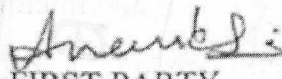
to give affidavits stating that the settlement deeds were not signed and executed by the complainants.


The relevant portion of the settlement deed submitted by respondent no. 2 in Complaint No. 2771 of 2023, bearing the signatures of both parties, is reproduced below:

copies, each of which shall be deemed to be counterpart original. Each party will have one original copy of this agreement.

10. This Settlement is being entered into at New Delhi and thus Courts at New Delhi shall have exclusive jurisdiction over the disputes if any under this settlement agreement.

11. WHEREAS each person signing this Settlement Agreement herewith warrants and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed. IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written above.


FIRST PARTY


SECOND PARTY


It is pertinent to note that similar settlement deeds, bearing the signatures of the respective complainants and Respondent No. 2, have been placed on record in the remaining captioned complaints. However, in order to avoid unnecessary repetition, the said documents are not being individually reproduced herein.

3. Despite being granted sufficient opportunity of 182 days, i.e, since 24.10.2024, neither such affidavit denying the execution of settlement deeds nor any evidence proving that settlement had not been reached was placed on record by the complainant counsels.


4. Today, the complainants were again asked whether the deeds presented by the respondents were correct or not. It was also made clear that a long time had elapsed and the complainants had not substantiated their claims. Now, the complainant counsel stated that the settlements were conditional and the terms had not been fulfilled by the respondents. Thus, the complainants completely changed their stand from denying the settlement to stating that the respondent was not fulfilling its obligations. Once again, it was not made clear as to which particular obligation had not been fulfilled by the respondent. The complainant further submitted that relevant affidavit denying the settlement deeds would be filed in the registry today.
5. Upon perusal of the documents filed, it is noted that the Id. counsel for the complainants have failed to comply with the Authority's directions. No affidavit denying the settlement deeds has been filed.
6. In view of the above, the Authority relies on the settlement agreements dated 30.05.2022 placed on record by respondent no. 2 in all the captioned complaints, which bears the signatures of the complainants. These have not been denied by the complainants.
7. Accordingly, in view of the existence of a settlement agreement between the parties and in the absence of any credible denial substantiated by the complainants, the present complaint stands disposed of in terms of the said settlement.



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


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]