

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.175 of 2024

Date of Decision: July 02,2025

Satvinder Kumar Sachdeva L80-A, Ground Floor, Aggarwal Eye Institute, Malviya Nagar, New Delhi-110017

Appellant.

Versus

1. AO RERA, Gurugram, Haryana Real Estate Regulatory Authority, New PWD Rest House, Civil Lines, Gurugram-122001

2. Sarv Realtors Pvt. Ltd., registered office at 1114, Hemkunt Chambers, 89, Nehru Place, New Delhi-110019

Respondents

Present : Mr. Puneet Verma, Advocate for the appellant.
None for respondent No.1.
Mr. Harsh Goyal, Advocate for respondent No.2.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)
(joined through VC)

O R D E R:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 24.01.2024, passed by Adjudicating Officer of Haryana Real Estate Regulatory Authority, Gurugram. Same reads as under:

“This is a complaint seeking compensation from the respondent for mental agony, loss for precious time and valuable money.

It is contended by learned counsel for respondent that present complaint is not maintainable as complainant

has already signed two settlement agreements one dated 13.04.2023 and other dated 01.08.2023 with his client i.e. respondent. Copies of such settlement deeds are put on file.

Although complainant admits to have signed both of the settlement deeds voluntarily despite same, he asserts that present complaint is maintainable.

Learned counsel for respondent took me through relevant portion of settlement deed, in which the complainant has agreed to withdraw all the cases including complaints seeking compensation, filed against second party i.e. respondent and its group companies.

Reminding to the complainant that when he has reached settlement agreement with the respondent voluntarily, he is bound by said agreement. Present complaint, which is in contravention to said settlement deed, is not maintainable. Same is thus dismissed.

File be consigned to the record room.”

2. Learned counsel for the appellant has assailed the order. As per him, the issue should have been decided by the Adjudicating Officer on merits. He submits that the order is unsustainable as the appellant has legal tenable right.

3. We have heard learned counsel for the parties and perused the order passed by the Adjudicating Officer. It is evident that reference therein has been made to settlement agreements dated 13.04.2023 and 01.08.2023. As the complainant (appellant herein) is admitted to have signed both the documents voluntarily after having arrived at a settlement, any claim for compensation would not be maintainable. In fact, such a claim ought to have been dismissed by the Adjudicating Officer with exemplary costs. Supplementary Settlement Deed

is on record as Annexure A-5. As per it, substantial amount has been credited by the promoter to the account of appellant-Satvinder Kumar Sachdeva. The agreement bears signatures of both the parties and two witnesses. However, keeping in view the fact that the appellant is an allottee, this Bench is refraining from imposing costs.

4. The appeal is hereby dismissed.

5. Copy of this order be sent to the parties/their counsel and the Authority.

6. File be consigned to the record.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(joined through VC)

July02,2025
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