

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.36 of 2021 (O&M)

Date of Decision: 18.08.2025

Pioneer Urban Land & Infrastructure Ltd. through its authorised representative
Rajender Kumar, registered office at A-22, 3rd Floor, Green Park, Aurobindo
Marg, New Delhi-110016

Applicant/Appellant

Versus

1. Mrs. Anju Jindal
2. Mr. Rajesh Jindal both residents of CGY-042, DLF Capital Green Phase-
3, Shivaji Marg, Kalampura. Delhi 110015.

Respondents

CORAM:

**Justice Rajan Gupta
Shri Rakesh Manocha**

**Chairman
Member (Technical)**

Present: Mr. Rajat Khanna, Advocate along with
Mr. Vijay Partap Singh, Advocate,
Mr. Vishal Saini, Advocate,
Mr. Vineet Kumar Attre, Advocate,
for the appellant-promoter.

Mr. Akshat Mittal, Advocate,
for the respondents-allottees.

O R D E R:

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against the order dated 21.10.2020
passed by the Authority¹, operative part whereof reads as under:

*“13. Hence, the Authority hereby pass the following order and
issue directions under section 34(f) of the Act:*

- i. The respondent is directed to pay the interest at the
prescribed rate i.e. @ 9.30% per annum for every month of
delay on the amount paid by the complainants from due*

¹ Haryana Real Estate Regulatory Authority at Gurugram

date of possession i.e. 14.03.2016 till the handing over of physical possession of the allotted unit;

- ii. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order;*
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.*
- iv. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement;*
- v. Interest on the due payments from the complainants shall be charged at the prescribed rate @ 9.30% by the promoter which is the same as is being granted to the complainants in case of delayed possession charges.*

14. Complaint stands disposed of.

15. File be consigned to registry.

2. During the course of hearing of this appeal, on 22.04.2025, this Bench was informed that the matter had been settled between the parties and agreement dated 31.03.2025 was reduced into writing. As per Mr. Khanna, the agreement is on record as Annexure A-1 along with application for withdrawal of the appeal.

3. Due to certain errors in agreement dated 31.03.2025, on 02.07.2025, learned counsel for the appellant had filed Addendum to Memorandum of Settlement dated 11.06.2025.

4. Today, learned counsel wish to place on record the affidavits of Mr. Vineet Kumar Attre, Authorised Representative of the Appellant-Promoter and Mr. Rajesh Jindal, Respondent-Allottee No.2. This prayer is accepted. Affidavits are taken on record as Mark-'A' and Mark-'B' respectively.

5. Learned counsel for both the parties have recorded their respective statements, which are taken on record as Mark-'C' and Mark-'D'.

6. Mr. Khanna submits that now no *lis* survives in this appeal. He may be allowed to withdraw the same and the amount of pre-deposit made by the appellant-promoter at the time of filing of this appeal, along

with interest accrued thereon, be returned to it. Mr. Mittal submits that he has no objection to this.

7. In view of above, the application (CM No.861 of 2025) for withdrawal of the appeal is allowed.

8. Appeal is dismissed as withdrawn.

9. As the matter has been disposed of on the basis of settlement arrived at between the parties, the amount of pre-deposit along with interest accrued thereon be remitted to the learned Authority for disbursement to the appellant-promoter subject to tax liability, if any, as per law.

10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

18.08.2025
Manoj Rana