

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM:

Complaint No.09 of 2017
Date of Institution: 29.09.2017
Date of Decision: 26.04.2018

Krishnan Venugopal,
Senior Advocate, Supreme Court of India,
A-144 Neeti Bagh New Delhi – 110049,
Ph.: 011-26855666/777; Fax : 011-26864266
Krishnan_venugopal@yahoo.com

VERSUS

1. Brahma City Pvt. Ltd.
Cyber Terraces 5A, 10th Floor,
DLF Cyber City, Phase III
Gurgaon, Haryana 122002, India
Tel + Free: # 1-800-200-7101
Sales Tel + 91 813 036 2424

Directors of Respondent No.1

- i. Mr. Gulbir Singh Madan
Nominee Director – Brahma City Pvt. Ltd.
10th Floor, Tower-5A
Epitome DLF Cyber City,
122 002
 - ii. Mr. Amit Katyal
Director – Brahma City Pvt. Ltd.
10th Floor, Tower – 5A
Epitome DLF Cyber City
Phase-III, Gurgaon
122 002.
2. M/s Adani House
Plot No. 83, Sector 32,
Gurgaon – 122003

Director and CEO of Respondent No.2

- i. Mr. Pranav Adani
Managing Director – Adani Realty
601, 6th Floor,
Hallmark Business Plaza,

Bandra East, Mumbai,
400 051

- ii. Mr. Ajay Munot
Chief Executive Officer – Adani Realty
Adani House, Plot No.83
Sector-32, Gurgaon
122 001

CORAM

Dr. K.K. Khandelwal, Chairman,
Shri Samir Kumar, Member
Shri Subhash Chander Kush, Member,

APPEARANCES :

S/Shri Uday Tiwary and Udai Rathore, Advocates for the complainant
S/Shri Atul Vaid and Pradeep Bhatia, representatives on behalf of the respondent.

On the transfer of file No.09 of 2017 from Interim Real Estate Regulatory Authority, Panchkula Haryana, Complaint titled as **Krishanan Venugopal versus Brahma City and Others** was heard on 28.2.2018, 27.03.2018, 17.4.2018 and 26.04.2018. During the hearing, it transpired that both the parties are willing to settle their matter amicably out of the court by signing Settlement-Agreement dated 13.03.2018 (Annexure-I). The operative part of the Settlement-Agreement is as below:-

“The parties are entering into the present compromise as full and final settlement, of any claims against each other under the said Complaint out of their own free will and volition and the present Settlement Agreement is not being executed under any force, fraud, coercion or undue influence from any person whatsoever. That the Parties hereto admit and acknowledge that the settlement has been arrived at amicably and the Parties shall be bound by the terms of this Settlement Agreement.

Mural
86.4.17

The parties shall keep the terms of this Settlement-Agreement confidential and shall not without the prior written consent of the other Party, disclose or divulge any information to a third party except in accordance with law or except as agreed herein”.

In view of their mutual request, both the parties were given liberty to come present with their Settlement-Agreement on 28.2.2018 on next date of hearing i.e. 27.3.2018. On 27.3.2018, the parties come present with their Settlement-Agreement but the parties were not in a position to clarify in an unambiguous manner about their settlement, so the parties were directed to bring out their affidavits duly signed. On 17.04.2018 both the parties produced and adduced their respective affidavits which are Annexure-2 and 3 respectively before the Haryana Real Estate Regulatory Authority, Gurugram

The operative part of Annexure-2 reads as under:- (Affidavit of complainant Shri Krishnan Venugopal, aged 56 years, s/o Shri K.K.Venugopal, r/o A-144 Neeti Bagh, New Delhi – 110049

“After entering into the Settlement Agreement, I no longer wish to pursue the Complaint any further. Accordingly, the Hon’ble Haryana Real Estate Regulatory Authority may discuss my Complaint as withdrawn in terms of the Settlement Agreement”.

The operative part of Annexure-3 reads as under:- (Affidavit of Atul Vaid, Aged 52 years, s/o Late Shri G.S.Vaid, Authorised Representative of the Respondent Brahma City Pvt. Ltd.

“Under the Settlement Agreement, the Complainant Shri Krishnan Venugopal is under an obligation to withdraw the Complaint as he does not have any further claims against the Respondent in terms of the present Complaint. Accordingly, upon the Complainant filing an affidavit before the Hon’ble Haryana Real Estate Regulatory Authority withdrawing the Complaint in terms of the Settlement Agreement, the Respondent agrees that the Hon’ble Haryana Real Estate Regulatory Authority may dismiss the Complaint as withdrawn in terms of the Settlement Agreement”.

Handwritten signature and date: 26.4.18


On the next date of hearing i.e. 26.04.2018, both the parties affirmed the statements their respective affidavits i.e. Annexure-2 and Annexure-3 respectively.


A query was raised by the Court as to whether Brahma City Project has been issued license by District Town Planner Department. The representative of Brahma City Pvt.Ltd has given a copy of the license which too is placed on record. (Annexure-4)

As such, all the parameters of the matter have been complied with in order to meet the ends of justice.

Since both the parties have amicably settled their dispute, as such there is no reason for lingering on the matter. The complaint dated 29.09.2017 stands disposed of being infructuous.

Pronounced in Open Court.


(Samir Kumar)
Member 26.4.18


(Subhash Chander Kush)
Member


(Dr. K.K. Khandelwal)
Chairman
Haryana Real Estate Regulatory Authority,
Gurugram 26.04.2018



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana


नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

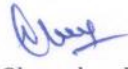
PROCEEDINGS OF THE DAY


Day and Date	Thursday and 26.04.2018
Complaint No.	27 (P)/2018 case titled as Mr. Krishan Venugopal versus M/s Brahma City Pvt. Ltd.
Complainant	Mr. Krishan Venugopal
Represented through	S/Shri Uday Tiwary and Udai Rathore, Advocates for the complainant
Respondent	M/s Brahma City Pvt. Ltd.
Respondent Represented through	Shri Atul Vaid and Pradeep Bhatia representatives on behalf of the respondent

Proceedings

Arguments advanced on behalf of both the parties have been heard. Both the parties argued that they have already settled the matter outside the court and they are satisfied with each other. The respondent-party is directed to submit the registration and Valid Licence of the Project. The complaint is disposed of accordingly.


Samir Kumar
(Member)


Subhash Chander Kush
(Member)


Dr. K.K. Khandelwal
(Chairman)
26.04.2018