

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.708 of 2026 (O&M)
Date of Decision: 12.10.2026

Advance India Projects Ltd. having registered office at AIPL Business Club, 5th Floor, Golf Course Extension Road, Sector 62, Gurugram 122101

Appellant

Versus

Arihant Kothari, residents of C-104, Greater Kailash-1, New Delhi 110048

Respondent

Coram:

Justice Rajan Gupta
Dr. Virender Parshad

Chairman
Member (Judicial)

Present: Mr. Kunal Dawar, Senior Advocate assisted by
 Mr. Sandeep Verma, Advocate,
 Ms. Svetlana, Advocate,
 Mr. Rohit Sangam, Advocate,
 Ms. Ankita Chaudhary, Advocate
 for the appellant.

Mr. Yashvir Singh Balhara, Advocate,
 for the respondent.

O R D E R

RAJAN GUPTA, CHAIRMAN (ORAL):

Present appeal is directed against order dated 22.04.2026 passed by the Authority¹ at Gurugram. Same reads as under:

None is present on behalf of JD despite having been sent mail.

The counsel for DH states that the calculation done by CA of the Authority is already on record and requests for issuance of recovery certificate on the said amount since not a single penny has been received from the JD.

¹ Haryana Real Estate Regulatory Authority, Gurugram

Heard. In view of above, the office is to issue the recovery certificate on the basis of above calculations already done by CA of the Authority to District Collector, Gurugram for recovery of decretal amount in terms of section 40 (1) of the Act of 2016. Section 40(1) of the Act, 2016 is reproduced below for ready reference: -

*"40(1). If the promoter or allottee or real estate agent as the case may be, fails to pay any interest or penalty or compensation as imposed on him, by the Adjudicating Officer or the Regulatory Authority, or the Appellate Authority, as the case may be, under this Act or the Act or the rules and regulation made thereunder, it shall be recoverable from such promoter or allottee or real estate agent, in such manner as may be prescribed as **an arrears of land revenue.**"*

Disposed of. Copy of RC through e-mail be sent to both parties. File be consigned to Registry. The same be not weeded out till further orders.

2. On the last date of hearing, this Bench was informed that there had been a settlement between the parties and learned counsel for the appellant had stated that settlement agreement would be produced on the next date of hearing, i.e., today. Same has been produced and taken on record. On perusal thereof, it is revealed that it bears the signatures of both the parties. Para 1.1 of the settlement agreement reads as under:

1.1 The Parties agree that a sum of Rs. 1,27,73,248/- (Rupees One Crore Twenty Seven Lacs Seventy Three Thousand Two Hundred and Forty Eight Only) (the "Settlement Amount") shall be paid to the

Allottees in the manner set out in Clause 2 below, as negotiated and agreed consideration for the Allottee's irrevocable cancellation, relinquishment and extinguishment of all his rights, title, interest, benefits and claims arising under or in relation to the allotment of the Unit and the agreements, letters and documents executed in respect thereof, and for the full and final settlement and discharge of all disputes and claims arising out of or in connection with the Unit and the aforesaid proceedings. The Parties expressly agree that the Settlement Amount is a negotiated lump-sum consideration for such cancellation, relinquishment and extinguishment and settlement of claims, and is not payment of, or consideration for, any interest on monies paid, any return for use or retention of money, or any amount calculated or payable as interest. For avoidance of doubt, the obligation to pay the Settlement Amount in full to the Allottees shall be an absolute and binding obligation of the Company.

3. It has also been agreed between the parties that the pre-deposit made by the appellant would be released to the respondents.

4. Mr. Dawar, learned Senior Counsel submits that he may be allowed to withdraw this appeal and the amount of pre-deposit may be released to the respondents.

5. Learned counsel for the respondents does not controvert the terms of the settlement agreement.

6. In view of above, the present appeal is dismissed as withdrawn.

7. The pre-deposit amount along with interest accrued thereon be remitted to the concerned Executing Court to be

released as per terms of the settlement agreement. Needless to observe tax liability, if any, would apply.

8. The appellant shall be at liberty to move an application for recalling of the recovery certificate before the concerned court, which shall decide the same at the earliest, in any case, not later than within a week from today. Till then, no coercive steps shall be taken.

9. Copy of this order be forwarded to the parties/their counsel and the Authority below.

10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

12.10.2026
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