

Veena Madan
Vs.
IREO Grace Real Tech Pvt. Ltd.
Appeal No.1434 of 2019

Present: Shri Amit Sharma, Advocate, Ld. counsel for the appellant.
Ms. Mehak Swahney, Advocate, Ld. counsel for the respondent.

{The aforesaid presence is being recorded through video conferencing since the proceedings are being conducted in virtual Court}

The present appeal has been preferred against the order dated 27th August, 2019 passed by the Ld. Haryana Real Estate Regulatory Authority, Gurugram in complaint No.1600/2019, which reads as under:-

“It has been stated at bar by the counsel for the parties that both the parties have reached a settlement. In order to burry the differences between the parties, both the parties are directed to abide by the terms and conditions of the agreement reached between themselves. Complaint stands disposed of in view of the settlement deed.

File be consigned to the registry.”

The grievance raised in the present appeal by the appellant is that in fact there was no settlement between the parties and the Ld. Authority has wrongly disposed of the complaint on the basis of some alleged settlement deed without adjudicating the lis on merits.

We had directed the appellant to file her affidavit to the effect that there was no settlement between the parties.

Appellant-Veena Madan has filed her affidavit wherein she has categorically mentioned that she has filed complaint before the Hon'ble National Consumer Disputes Redressal Commission,

New Delhi on different cause of action with the prayer to direct the respondent to change the payment plan or to refund the entire amount with interest. That matter was compromised and the same was withdrawn vide order dated 28th October, 2016. She has further mentioned that the present complaint has been filed on different cause of action and no compromise was affected by her with regard to this complaint before the Ld. Authority and due to some misunderstanding the complaint has been disposed of vide impugned order dated 27th August, 2019 stating that the matter has been compromised, though there was no compromise oral or written between the parties.

Ld. counsel for the respondent has also very fairly conceded that there was no settlement or compromise between the parties with respect to the complaint filed by the appellant before the Ld. Authority.

Thus, in view of the stand of both the parties, there was no settlement or compromise between the parties with respect to the complaint filed by the appellant before the Ld. Authority. It appears that due to some misunderstanding, the complaint filed by the appellant has been disposed of vide impugned order dated 27th August, 2019 on the basis of the compromise without adjudicating the rights of the parties on merits. So, as no compromise or settlement has ever taken place between the parties with respect to the issues raised by the appellant in the complaint filed before the Ld. Authority, the impugned order cannot be sustained in the eye of law.

Consequently, the present appeal is hereby allowed. The impugned order dated 27th August, 2019 passed by the Ld.

Authority is hereby set aside. The case is remanded to the Ld. Authority for adjudication of the rights of the parties on merits.

The parties are directed to appear before the Ld. Authority on 20th October, 2020.

Copy of this order be communicated to the Ld. counsel for the parties as well as the Ld. Authority for compliance.

File be consigned to the records.

Justice Darshan Singh (Retd.)
Chairman,
Haryana Real Estate Appellate Tribunal,
Chandigarh

Inderjeet Mehta
Member (Judicial)

Anil Kumar Gupta
Member (Technical)

21.09.2020
Manoj