

Emaar MGF Land Ltd.
Vs.
Himanshu Chahar
Appeal No.325 of 2020

Present: Shri Yashvir Balhara, Ld. proxy counsel for Shri Shekhar Verma, Advocate, Ld. counsel for the appellant.

Shri Manish Kumar Grag, Advocate, Ld. counsel for the respondent.

(CASE TAKEN UP THROUGH VC)

Both the counsel for the parties have stated that the matter has been amicably settled between the parties. A "Settlement Agreement" dated 20th December, 2021 has been placed on file.

As per Clause 2 of the aforesaid Settlement Agreement, an amount of Rs.35,35,282/- deposited by the appellant to comply with the provisions of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 is to be remitted to the respondent. In the said Clause, it has been also motioned that an amount of Rs.14,718/- has already been paid by the appellant to the respondent.

However, both the counsel for the parties have agreed that the aforesaid amount of Rs.35,35,282/- be firstly reemitted to the appellant, who would pay the same to the respondent within a week on receipt of the same. However, if the said amount is not paid by the appellant to the respondent within a week, then the respondent shall be entitled to interest as already granted to him on the aforesaid amount.

In view of the aforesaid "Settlement Agreement" dated 20th December, 2021, Ld. counsel for the appellant has stated that he does not want to pursue the present appeal. The same may be dismissed as withdrawn.

Ordered accordingly.

Copy of this order be communicated to the concerned parties
for information and necessary compliance.

File be consigned to records

Inderjeet Mehta
Member (Judicial)
Haryana Real Estate Appellate Tribunal,
Chandigarh

Anil Kumar Gupta
Member (Technical)
(joined through VC)

17.01.2022
Manoj Rana