



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1529 OF 2019

Ravinder Kumar through
SPA holder Ms. Rajwanti

....COMPLAINANTS(S)

VERSUS

Jindal Realty Pvt Ltd

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 23.02.2022

Re-Hearing: 5th

Present :

Sh. Ravinder, Complainant through VC
Sh. Arun, Representative of complainant through VC
Sh. Drupad Sangwan, Counsel for the Respondent.

ORDER: (RAJAN GUPTA-CHAIRMAN)

1. On last date of hearing following order was passed:-

Captioned complaint was disposed of by the Authority vide order dated 08.07.2021. Relevant part of the order is reproduced below for reference:-

"Ld. counsel appearing on behalf respondent apprised the Authority that matter has been amicably settled between the parties and in pursuance of it, settlement deed dated 09.03.2021 signed by both the parties has already been placed on record.

Taking on record the said settlement deed, case is disposed of as settled. File be consigned to record room."

2. Thereafter written objections were filed by Ms. Rajwanti (special power of attorney holder) through her counsel Mr. Umed Singh in the registry of office on 09.07.2021 wherein it has been stated as under:-

a. She has deposited the amount with the respondent.

b. Ravinder Kumar complainant/allotee had never visited India from USA.

c. She has not been taken into confidence regarding alleged settlement placed on record by the respondent.

d. Since this complaint is for refund of the paid amount, this Authority has no jurisdiction to pass any order as the matter is sub-judice before Hon'ble Supreme Court.

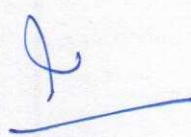
3. On the aforesaid grounds, Ms. Rajwanti has prayed that order dated 08.07.2021 passed in this complaint be recalled.

4. This case has been re-listed for hearing in order to verify the factum of settlement and to hear both parties on the objections raised by Ms. Rajwanti (special power of attorney holder).

Today, Ms. Shalu has put in appearance as authorised representative on behalf of Mr. Ravinder Kumar (allotee) and stated that factum of settlement is disputed as allotee is not ready to accept the same. Ld. counsel for respondent has referred to settlement deed wherein allotee Ravinder Kumar has himself signed. In these circumstances, it is decided that presence of allotee is necessary to have clarity in the matter so

Ravinder Kumar is directed to remain present on next date of hearing through video conferencing and shall make a statement with regard to settlement deed signed by him. For this purpose, the case is adjourned to 14.12.2021.

2. Today, Mr. Arun who is younger brother of Mr. Ravinder Kumar (allotee) put in appearance on behalf of allotee and prayed for an adjournment for the reason that Mr. Ravinder Kumar is not available today. Accepting his request, the case is adjourned to 21.12.2021 with a direction that Ravinder Kumar (allotee) shall appear before the Court on next date of hearing through video conferencing in order to make statement with regard to settlement deed signed by him.



2. Today, Mr. Ravinder appeared through video conferencing. Though the audio was not clear, but it appears that he denied the said settlement having been made by him.

3. Ld. counsel for respondent was not present when the case was called up for hearing but he appeared later on, however at that time complainant had left the proceedings. He stated that Ravinder Kumar -allotee himself had approached the respondent for amicable settlement as same is evident from email annexed as Annexure-R/2. Moreover, settlement deed was signed in presence of Mrs. Sheetal (wife of allottee) who is even signatory witness to settlement deed. Thereafter allottee had also sent an email dated 19.03.2021 to this Authority expressing his intention to withdraw the case. Said email is annexed as Annexure-R/4. On the basis of aforesaid documents it can be clearly seen that allottee has willingly entered into settlement deed with respondent. Further in pursuance of settlement deed an amount of Rs 37,00,000/- has already been refunded to allottee vide cheque no. 375906 and 375907. As a proof of it, copy of account statement of the bank is attached as Annexure R/5. So, there is no malafide intention on the part of respondent.

4. Submissions of respondent's counsel have been heard. Since complainant had already left the proceedings, therefore Authority deems it fit to direct both the parties to file affidavits in support of their plea/statement alongwith documentary evidence before the next date of hearing. Further, complainant is directed to argue on the above points raised by respondent on next date. After hearing arguments of both parties and examination of affidavits and evidence the Authority will take final decision in respect of this review application filed by SPA holder Ms. Rajwanti. With these directions, the case is adjourned to 23.02.2021.

2. In compliance of directions issued vide order dated 21.12.2021 respondent has filed an affidavit of Sh. Piyush Sharma who is signatory to



settlement deed in the registry on 17.02.2022 and the complainant has also filed an affidavit of Ms. Rajwanti (SPA holder) vide email dated 22.02.2022.

3. Ms. Rajwanti through her application is seeking re-call of order dated 08.07.2021 whereby this complaint was disposed of as settled after taking into consideration the settlement deed placed on record. Her request in essence is for review of order dated 08.07.2021 for the reason that she has not been taken into confidence in respect of alleged settlement placed on record by the respondent. Further it has been alleged that Ravinder Kumar (allotee) resides in USA and has never visited India for settlement and only she is entitled to defend this case as authorised by allottee by way of special power of attorney made in her favour. Today, Ms. Rajwanti appeared through video conferencing and stated that her son had received Rs 37,00,000/- but not received full paid amount i.e. Rs 39,09,979/- therefore order dated 08.07.2021 be recalled.

4. Ld. counsel for respondent argued that filing of review application is an afterthought of the complainant and her mother as is evident from the dates of events. Ravinder kumar allottee himself had approached respondent for settlement talks through whatsapp. In support of it copy of whatsapp chat has been annexed as Annexure A-2, following which settlement deed was executed by allottee Ravinder Kumar on 21.10.2020 and in terms of clause 5



of settlement deed, he sent an email dated 19.03.2021 to this Authority for withdrawal of captioned complaint and as per clause 1 of settlement deed, respondent had already refunded him Rs 37,00,000/- vide cheques dated 375906 and 375907 which were duly credited in his account on 23.03.2021, as is evident from bank statement attached as Annexure A-6 and A-7 of affidavit. Factum of receiving of amount of Rs 37,00,000/- is not denied by the complainant/allottee or his mother. Further he stated that after withdrawal of this complaint, respondent has sold the unit in question to Sh. Mahender Pal Sharma and in support of it, conveyance deed dated 01.07.2021 is placed on record as Annexure A-8. Now, Ms. Rajwanti (SPA holder) had filed objections against the final order passed after execution of settlement deed. The respondent after due and lawful execution of settlement deed has already fulfilled all its obligation towards allottee. Now, a review application by SPA holder is not maintainable.

5. After hearing arguments of both parties and perusing the written submissions, Authority observes that this case was disposed of on 08.07.2021 considering the fact that settlement deed has been duly signed by both parties. Fact of execution of said document has not been denied. Further, both parties i.e. allottee Ravinder Kumar and respondent have already fulfilled their respective obligations in pursuance of settlement deed. Allottee has already



received an amount of Rs 37,00,000/- from respondent which is evident from bank statement attached as Annexure A-6 and A-7 and submissions of complainant. An email dated 19.03.2021 was also sent by the allottee for withdrawal of the captioned complaint to the office of the Authority on its official mail id, which is annexed as Annexure A-5. Said email is reproduced below for reference:-

“RERA-PKL-1529-2019

I Ravinder Kumar would like to state that I am withdrawing the case against Jindal Realty and no charges will be pressed against them past the possession of the cheques issued.”

6. When both parties have already abided by terms of settlement deed within stipulated timeframe of deed then no case is made out for review of order dated 08.07.2021. On the face of it, the settlement deed appears to be genuine and duly acted upon by both parties. As a matter of fact, allottee being absolute owner of the unit in question made Ms. Rajwanti a power of attorney holder on 11.10.2017 to act on his behalf, but later on in year 2021 he himself has withdrawn the case vide email dated 19.03.2021 after settlement with respondent. His act of settlement/withdrawal nullifies the power of attorney made in favour of Ms. Rajwanti to proceed with this complaint. Now, the SPA holder has no locus standi to proceed with this case. Therefore,



the application filed by Ms. Rajwanti (SPA holder) for recalling order dated 08.07.2021 is devoid of merit and is therefore rejected/dismissed.

7. With aforesaid observations, complaint stands **disposed of**. File be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]

