

N. N. Singh Bhatiwala

Vs.

Manohar Infrastructure & Construction Pvt. Ltd. & anr.

24.04.2025

Present : Sh. Balwinder Singh, Proxy Advocate for Sh. Kunal R. Choksi, Advocate for the complainant
Sh. Manmohan Sharma, Advocate for the respondent

An email has been received from Ld. Counsel Ms. Neha Anand Mahajan stating therein that due to being hospitalization, she will not be able to attend the hearing. She stated that Sh. Manmohan Sharma will attend the hearing and argue the matter.

Sh. Manmohan Sharma appeared and submitted a copy of settlement letter signed by the complainant dated 17.04.2025 along with settlement deed dated 09.04.2025. In the said letter, the complainant has stated that impuned matter had settled and as per compromise deed dated 09.04.2025 appropriate order may kindly be passed in respect of compromise.

In this settlement deed, the respondent has agreed to pay Rs.48.00 lakhs against cancellation of plot No. 1149 for which the complainant had paid Rs.29,25,000/-. The respondent agreed to pay amounting Rs.18,75,000/- i.e. full and final compensation for the plot as well as damages in all means for past, present and future. In the settlement deed schedule of payment has also been mentioned. As per deed, the last payment of PDC (Post dated cheque) is on 30.06.2025.

The settlement deed is taken on record and the matter is treated as disposed. The complainant is however at the liberty to file the fresh case in case of non-payment of PDCs mentioned in the settlement deed.

The matter is disposed as withdrawn.

The file be consigned to the record room.



(Binod Kumar Singh)
Member, RERA, Punjab