GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa
www.rera.goa.gov.in
Tel: 0832-2437655; e-mail: goa-rera@gov.in

FNo: 3/RERA/New proj (1426)/2024/1584 Date:26/10/2026

To,

1) **Rio Luxury Homes Private Limited**
Aldeia Serenia Bouta Vaddo Block C ,
Assagao,Bardez Goa, 403507

2) **Tridens Infra LLP,**
D-10, m Defence Colony,
New Delhi, South East Delhi, 110024

ORDER
(Dated: 26.10.2026)

1. Whereas, this Authority received an email and letter dated 03/06/2026 from M/s Tridens Infra LLP, along with a copy of Order dated 01.06.2026 passed by the Hon'ble High Court of Delhi in O.M.P.(I) (COMM.) 239/2026 concerning Project "A Cappella Villa Project" (RERA Registration No. PRGO11242332) for records and necessary action.

2. And whereas, the perusal of the said order revealed that M/s Tridens Infra LLP had instituted a proceeding under Section 9 of the Arbitration and Conciliation Act, 1996, titled as M/s Tridens Infra

LLP vs. M/s Rio Luxury Homes Pvt Ltd bearing number O.M.P.(I) (COMM.) 239/2026 against M/s Rio Luxury Homes Pvt Ltd in the Hon'ble High Court of Delhi. Further the Hon'ble High Court vide Para 8 of its Order dated 01/06/2026 had directed as follows:-

"In the meantime, status quo be maintained with respect to the aforesaid account, as detailed in prayer 2 of the aforesaid application. The said prayer is reproduced as under, for the sake of convenience: -
Restraining the Respondent to not withdraw any further funds from the Respondents RERA account under the Joint Development Agreement Dated 23.12.2022, registered with the RERA Goa (Goa Real Estate Regulatory Authority) under Registration number PRGO 11242332 dated 19.11.2024 tilted as project 'A Cappella'/'A Cappella Villa Project' with details as under:

S. No		**306503660**
6	**Customer Name**	**RIO LHPL A CAPPELLA RERA AC**
7	**Account No.**	**50200104165890**
8	**Bank**	**HDFC Bank Ltd.**
9	**Branch**	**Goa, Panjim**
10	**IFSC**	**HDFC0000059**

3. And whereas, it was observed that no intimation/representation of any such disputes or legal proceedings was received so far from either of the promoters before the receipt of the email dated 03/06/2026 enclosing the Order dated 01/06/2026 passed by the Hon'ble High Court of Delhi .

4. And whereas, an application for extension (Form V) dated 31/03/2026 was received on 13/04/2026, presently pending consideration of the Authority, In this context, a Notice dated 19/06/2026 was issued to both parties.

5. And whereas, certain clarifications were sought from both parties with respect to informing existing alottes. Both parties vide their replies clarified the points.

6. And Whereas, during the course of proceeding both parties submitted that they are exploring settlement.

7. And Whereas, this office received a letter dated 07/09/2026 from Rio Luxury Homes Pvt Ltd submitting that:

a. ***That the proceedings had been initiated between the parties before the Hon'ble High Court of Delhi, including ARB.P. No. 1203/2026 and O.M.P.(I)(COMM.) No. 239/2026, which proceedings formed the basis for the apprehension/action concerning the freeze imposed by the Authority.***

b. ***That during the pendency of the aforesaid proceedings, the parties have amicably and comprehensively resolved their disputes and have reduced the terms of such settlement into writing by way of a Settlement Agreement dated 29.08.2026.***

c. ***That the Settlement Agreement is not confined merely to the aforesaid proceedings but constitutes a comprehensive resolution of the disputes between the parties, including disputes pertaining to other projects. The Hon'ble High Court of Delhi has specifically recorded the said position in its order dated 03.09.2026.***

d. ***That the Hon'ble High Court of Delhi has perused the terms of the Settlement Agreement and has recorded that the terms of settlement appear to be lawful. The Court has further directed that the parties shall remain bound by the terms of the Settlement Agreement and has taken the same on record along with its annexures.***

e. ***That in terms of Clause VI of the Settlement Agreement, the parties agreed that the aforesaid Section 9 and Section 11 proceedings would be withdrawn and disposed of in terms of the settlement. The relevant clause expressly records the parties' joint request for disposal of the petitions as settled in terms of the Settlement Agreement and its annexures.***

f. ***That consequently, vide order dated 03.09.2026, the Hon'ble High Court of Delhi has dismissed the aforesaid petitions as withdrawn on the ground of having been settled and disposed of accordingly.***

g. ***That the aforesaid order is therefore material and directly relevant to the continuation of the freeze, as the proceedings which were relied upon or otherwise connected with the said action have now culminated in an amicable settlement between the parties and stand disposed of by the competent Court.***

h. ***That there is consequently no subsisting adjudication, interim dispute or pending determination between the parties in the aforesaid proceedings which can justify continuation of the freeze solely on account of those proceedings.***

i. ***That continuation of the freeze despite the aforesaid settlement and the subsequent judicial order would cause serious and unnecessary prejudice to the Applicant and would adversely affect its legitimate business and commercial activities.***

j. ***That the Settlement Agreement on record and has expressly recorded that the parties shall remain bound by its terms. The settlement having received judicial recognition, the same constitutes a material***

subsequent development which deserves to be taken into consideration by this Hon'ble Authority.

k. ***That the Applicant is ready and willing to place on record the complete Settlement Agreement dated 29.08.2026, together with all its relevant annexures, so as to enable this Hon'ble Authority to appreciate the full effect and scope of the settlement.***

l. ***That the Applicant is also annexing the copy of the Order dated 03.09.2026 passed by the Hon'ble High Court of Delhi, whereby the aforesaid proceedings have been disposed of pursuant to the settlement.***

m. ***That in the changed circumstances arising after the execution of the Settlement Agreement and the subsequent order of the Hon'ble High Court of Delhi, the freeze requires immediate reconsideration.***

n. ***That the Applicant therefore respectfully submits that the freeze may kindly be vacated/withdrawn forthwith, particularly in view of the fact that the underlying proceedings have been settled and have already been disposed of by the Hon'ble High Court.***

o. ***That no prejudice would be caused to any party by vacating the freeze, particularly when the parties have voluntarily entered into a comprehensive settlement and the said settlement has been taken on record by the Hon'ble High Court.***

p. ***That the Applicant accordingly requests this Hon'ble Authority to take note of the subsequent material development, namely, the Settlement Agreement dated 29.08.2026 and the Order dated 03.09.2026, and pass appropriate consequential directions for removal/vacation of the freeze.***

8. And Whereas, this office received a letter from Tridens Infra LLP submitting that:

a. ***That the present proceedings before this Hon'ble Authority arise out of disputes between Tridens Infra LLP and Rio Luxury Homes Pvt. Ltd. in relation to the subject matter of the present proceedings.***

b. *That the disputes between the parties were also the subject matter of proceedings before the Hon'ble High Court of Delhi at New Delhi, including ARB.P. No. 1203/2026 titled "Tridens Infra LLP vs. Rio Luxury Homes Pvt. Ltd." and O.M.P.(I) (COMM.) No. 239/2026, along with the connected applications.*

c. *That during the pendency of the aforesaid proceedings, the parties amicably resolved their disputes and differences out of Court and reduced the terms of settlement into writing by way of a Settlement Agreement dated 29.08.2026.*

d. *That the said Settlement Agreement provides for a comprehensive resolution of the disputes between the parties, including disputes pertaining to other projects as well.*

e. *That, in view of the settlement, the parties jointly sought withdrawal of O.M.P.(I) (COMM.) No. 239/2026 and ARB.P. No. 1203/2026 in terms of the Settlement Agreement.*

f. *That the Hon'ble High Court of Delhi, vide its order dated 03.09.2026, took the Settlement Agreement along with its annexures on record and observed that the terms of settlement appeared to be lawful. The Hon'ble Court further directed that the parties shall remain bound by the terms of the Settlement Agreement.*

g. *That the Hon'ble High Court of Delhi, having regard to the terms of the Settlement Agreement, including Clause VI and particularly Clause 12 thereof, was pleased to dispose of the aforesaid proceedings as withdrawn in view of the settlement arrived at between the parties.*

h. *That in view of the aforesaid amicable settlement between the parties and the order dated 03.09.2026 passed by the Hon'ble High Court of Delhi, no dispute survives between the parties, insofar as the subject matter of the present proceedings is concerned, which requires further adjudication by this Hon'ble Authority.*

i. *That the parties, therefore, do not wish to pursue the present proceedings before this Hon'ble Authority any further. In view of the*

comprehensive settlement already arrived at between the parties, continuation of the present proceedings would serve no further purpose.

j. Accordingly, we respectfully request this Hon'ble Authority to take the aforesaid settlement and the order dated 03.09.2026 passed by the Hon'ble High Court of Delhi on record and dispose of the present proceedings as settled between the parties.

9. Having said so, I pass the following:

ORDER

That in view of the aforesaid amicable settlement between both the parties and the order dated 03.09.2026 passed by the Hon'ble High Court of Delhi, the matter is disposed of as settled .

Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA