

**BEFORE THE HARYANA REAL ESTATE  
APPELLATE TRIBUNAL**

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**Appeal No.459of 2023**

**Date of Decision: 05.09.2024**

1. Vijay Rana;

2. Arushi Sinha

Both are resident of 206, B-Block, Sneha Grandeur, T  
Subbana Layout, Hoodi, Bengaluru-560048.

Appellants

Versus

M/s ILD Millenium Pvt. Ltd. Registered office at 9<sup>th</sup> Floor, ILD  
Trade Centre, Sector-47, Sohna Road, Gurugram-122018..

Respondent

**CORAM:**

Justice Rajan Gupta      Chairman

Present:      Mr. Yashvir Singh Balhara, Advocate  
for the appellants.

Mr. Pankaj Goyal, Advocate,  
for the respondent.

**O R D E R:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against the order dated  
14.09.2022 whereby the promoter was directed to refund the  
amount remitted by them after deducting 10% of the total sale  
consideration as per Regulations.

2.              On 15.07.2024, when the case was taken up for  
hearing, the following order was passed:

*“Learned counsel for the respondent submits  
that the matter has been settled between the*

*parties. She has produced Memorandum of Undertaking (MoU), which is taken on record.*

*Mr. Balhara submits that short affidavit of one of the allottees shall be filed well in time on or before the next date of hearing.*

*List on 05.09.2024.”*

3. Today, Mr. Balahra seeks to place on record an affidavit of one of the allottees namely Mrs. Vijay Rana w/o Kapoor Singh Rana. Relevant paras thereof read as under:

*“4. That in compliance of the order dated 15.07.2024, I am filing the present affidavit wherein I say that during the pendency of the appeal the dispute between the parties have amicably be resolved and Memorandum of Understanding dated 19.06.2024 was executed between the parties. A true copy of the said MOU dated 19.06.2025 is annexed as Annexure-A.*

*5. I say that as per Memorandum of Understanding dated 19.06.2024, I have received the amount of Rs.20,93,268/- in my bank account.*

*6. I further state all dispute between the parties have been settled and I will not claim any amount and/or sue to recover any sum of moneys from the respondent-builder.*

*7. I say that in lieu of Memorandum of Understanding dated 19.06.2024, I may be permitted to withdraw the present appeal as the dispute between the parties stands settled and nothing remains as on date.”*

4. Learned counsel for the respondent submits that he has already gone through the affidavit and he does not controvert any averments made therein.

5. In view of above, Mr. Balhara prays for withdrawal of the appeal.

6. Prayer is accepted.
7. Appeal is dismissed as withdrawn.
8. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

05.09.2024  
Rajni