

PROCEEDINGS OF THE DAY		62
Day and Date	Thursday and 08.01.2026	
Complaint No.	MA NO. 804/2025 in CR/2000/2022 Case titled as Dr. Vinay Gupta VS INTERNATIONAL LAND DEVELOPERS PRIVATE LIMITED	
Complainant	Dr. Vinay Gupta	
Represented through	Ms. Sanjana Advocate	
Respondent	INTERNATIONAL LAND DEVELOPERS PRIVATE LIMITED	
Respondent Represented	Ms. Manika Advocate	
Last date of hearing	Application for restoration	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings-cum-order		
<p>1. The aforementioned complaint was dismissed by this Authority vide its proceedings-cum-order dated 08.08.2024 as counsel for both the parties moved a joint application for withdrawal of the complaint on the ground that the matter has been settled between the parties.</p> <p>2. An application bearing MA No. 804/2025 dated 24.11.2025 has been filed by the complainant seeking restoration of the complaint no. 2000 of 2022 on the ground of alleged non-compliance of a Memorandum of Understanding dated 10.05.2024 executed between the complainant and the respondent. It is the case of the complainant that the said MoU was entered into during the pendency of the original complaint before the Authority, pursuant to which the disputes between the parties were amicably settled.</p> <p>3. The Authority has considered the submissions made in the application and perused the material facts available on record. It is not in dispute that Complaint No. 2000 of 2022 was withdrawn by the complainant pursuant to a settlement arrived at between the parties, and that such withdrawal</p>		



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाइन्स, गुरुग्राम, हरियाणा

MANO 801/2025 HCR/2000/22

was effected through a joint application which was duly allowed by this Authority vide order dated 08.08.2024.

4. The plea of the complainant that the respondent has failed to comply with the terms of the MoU cannot, by itself, confer jurisdiction upon this Authority to revive proceedings which stood finally disposed of. The concept of restoration is applicable only where a complaint has been dismissed for default, non-appearance, or technical reasons, and not where the withdrawal is founded upon a mutually agreed settlement.
5. The Authority observes that once a complaint is withdrawn on the basis of an amicable settlement, the proceedings attain finality. The withdrawal is voluntary and conscious, and upon permitting such withdrawal, this Authority becomes functus officio in respect of the said complaint. The Real Estate (Regulation and Development) Act, 2016, as well as the Rules and Regulations framed thereunder, do not confer any power upon this Authority to restore a complaint which has been withdrawn owing to settlement between the parties.
6. Any grievance arising out of alleged non-compliance or breach of the MoU constitutes a separate cause of action. The appropriate remedy, if any, lies before a competent forum in accordance with law and not by way of restoration of a complaint that has already been withdrawn and dismissed as such.
7. In view of the above discussion, the application seeking restoration of Complaint No. 2000 of 2022 is held to be **not maintainable** and is accordingly dismissed. File be consigned to the registry.

P.S. Saini
Member
08.01.2026