



| <b>PROCEEDINGS OF THE DAY</b>  |                                                                                                                            | <b>72</b> |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------|
| Day and Date                   | Wednesday and 12.11.2025                                                                                                   |           |
| Complaint No.                  | MA NO. 384/2025 in CR/2709/2023 Case titled as Sunita Sharma and Abhishek Sharma VS Signature Global Homes Private Limited |           |
| Complainant                    | Sunita Sharma and Abhishek Sharma                                                                                          |           |
| Represented through            | Sh. Rishabh Jain, Advocate                                                                                                 |           |
| Respondent                     | Signature Global Homes Private Limited                                                                                     |           |
| Respondent Represented through | Sh. Aakash Chaunan, proxy counsel                                                                                          |           |
| Last date of hearing           | Application under Section 39/17.10.2025                                                                                    |           |
| Proceeding Recorded by         | H.R.Mehta and Kiran Chhabra                                                                                                |           |

### **Proceedings-cum-Order**

The above-mentioned matter was heard and disposed of by the Authority vide its order dated 21.02.2025, wherein the Authority has directed the respondent to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession, i.e., 30.01.2023 till the date of offer of possession plus two months or actual handing over of possession, whichever is earlier as per Proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

Subsequently, the complainant has filed an application dated 07.05.2025, for rectification of the said order dated 21.02.2025 under Section 39 of the Act. In the application, the complainant submitted that the Authority on page 3 at row no. 12 has observed "due date of possession" as "30.01.2023 (Note: 30.07.2022 + 6 month of covid grace period)". However, in para no.12 of the same order, it had been observed by the Authority that the agreement between the parties was executed on 05.08.2021 wherein as per clause 7.1 the due date of possession was 30.07.2022. Thus, the agreement between the parties was executed in the aftermath of outbreak of COVID-19 pandemic. Therefore, the



**HARERA**  
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**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

**हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम**

MA No 384/2025

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

due date of possession as mentioned in the agreement is subsequent to the mayhem of COVID-19, which does not bear the consequences of COVID-19.

Herein, the complainant seeks necessary corrections in the order passed by the Authority on 21.02.2025 to the extent of due date of possession in the interest of justice.

The proxy counsel for the respondent states that an appeal has been filed in the matter vide appeal No.476/2025 in the Hon'ble Appellate Tribunal and the matter is listed for hearing on 21.11.2025.

The Authority observes that the proviso to Section 39 of the Act, 2016 bars rectification of any order against which an appeal has been preferred. Proviso to Section 39 is reproduced herein for ready reference:

***"Section 39: Rectification of orders***

*The Authority may, at any time within a period of two years from the date of the order made under this Act, with a view to rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendment, if the mistake is brought to its notice by the parties:*

*Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act:*

*Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act."*

Hence, the application under Section 39 of the Act being not maintainable, is hereby declined. File be consigned to the registry.

Ashok Sangwan  
Member  
12.11.2025