

PROCEEDINGS OF THE DAY		110-111
Day and Date	Friday and 12.12.2025	
Complaint No.	MA NO. 747/2025 in CR/5922/2023 Case titled as Dhiren Bammi VS Vatika Limited	
Complainant	Dhiren Bammi	
Represented through	Shri Anuj Clerk of Shri Umesh Gulati Advocate	
Respondent	Vatika Limited	
Respondent Represented	Shri Shividitya Mukherjee Advocate	
Last date of hearing	Application u/s 39 of the Act/5.12.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings-cum-order

The aforementioned complaint was **disposed of by this Authority vide order dated 15.07.2025**, wherein the Authority directed the respondent to pay assured return to the complainant @Rs. 151.65/- per sq.ft. super area per month from the date of execution of this agreement till the OC is obtained by the respondent. The detailed order pertaining to this matter was duly uploaded on the official website of the Authority on 01.10.2025.

The complainant has filed an application bearing **MA No. 747/2025 dated 03.11.2025 for rectification of the said order** stating that in the complaint filed by the complainant, it had categorically sought the claim of monthly rental to start from 01.04.2023 whereas in the reply filed by the respondent, it is alleged that the respondent had executed an agreement to lease with Google Connect Services India Limited on 22.06.2020 and it was further alleged that it being a first lease accordingly the complainant shall be allowed the assured return and lease rent amount as per the agreed clauses. It was categorically submitted by the complainant in the replication filed by him that respondent never informed that the lease agreement was ever executed and it was further submitted that even before the lease could start the said agreement to lease was in itself terminated. The termination of the said agreement by Google Connect Services India Limited was informed by the respondent vide email dated 05.01.2022 and the said email has already been annexed along with a complaint as annexure H.

That there has been a continuing dispute between the parties regarding the actual date of commencement of and this was precisely the reason why the complainant mentioned in the prayer clause. The said date is not arbitrary, it was affirmed by respondent in its own correspondence dated 27.01.2023

relating to the proposed execution of lease agreement with AIR India Limited and the said communication has already been annexed along with the complaint as Annexure K. Further categorically mentioned in reply to the submission made by respondent in its written statement by way of replication that under the circumstances wherein it was an agreement to sell only executed when lease never came to effect and if such lease agreement came into effect and if was ever executed, then such document was never placed by the respondent before the Authority.

That in para 25 of the order dated 15.07.2025 the Authority has held that the lease rentals shall be payable to the complainant in terms of clause 16.1 and clause 16.5 of the BBA. The complainant does not dispute the aforesaid since it is a correct fact and the buyer i.e., the complainant has to receive lease rental in accordance with the lease documents as may be executed. Clause 16.5 also states that "the provision shall not apply. In case of second and subsequent leases/lease terms of the said unit. The Authority may kindly be pleased to appreciate the fact that the respondent shall take benefit of the aforesaid and in fact it has already shown its intent while making submissions that the first lease started with Google Connect which in fact even before it started i.e., an agreement to lease was executed with Google Connect and it was also terminated before any lease rent could be received by the respondent. Under such circumstances the Authority is requested to give an adjudication on the date when the leaser in fact started i.e., if it started from when the premises was allegedly giving to Google Connect or if it started from 01.04.2023 when it was leased out to Air India, otherwise the complainant shall suffer an irrecoverable and will continue in litigation with the respondent.

That since according to the agreed terms in the BBA, if the lease rent achieved from the tenant is less than the stipulated assured rental amount the complainant is contractually entitled to a differential amount to compensate for the shortfall calculated @Rs.133/- per sq. ft. for every Re.1/- by which achieved rent is less than Rs. 130/- per sq.ft. Thus, if the monthly rental income from Air India falls below the contractually assured rent, the respondents are obligated to compensate the complainant with the difference, ensuring the complainant receives at least the minimum guaranteed returns stipulated. In such circumstances if the Authority concludes that the lease will start from 01.04.2023 i.e., for Air India and the achieve rent being less then Rs. 130 per sq.ft., the applicant/complainant is entitled for such differential claim and a specific relief has been sought under the complaint by the complainant.

Before proceeding with the matter, it would be appropriate to refer to the provisions of Section 39 of the Act, 2016 under which the present application has been preferred.

"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."

As far as contention of the complainant for rectification of final order dated 15.07.2025 is concerned to the extent that the claim of monthly rental to start from 01.04.2023, the Authority observes that Section 39 deals with the rectification of orders which empowers the Authority to make rectification within a period of 2 years from the date of order made under this Act. Under the above provision, the authority may rectify any mistake apparent from the record and make such amendment, if the mistake is brought to its notice by the parties. However, rectification cannot be allowed in two cases, firstly, orders against which appeal has been preferred, secondly, to amend substantive part of the order.

Since the present application involves amendment of substantive part of the order, it would amount to a review of the matter on merits, which is not permissible under Section 39 of the Act, 2016.

Thus, in view of the legal position discussed above, there is no merit in the application dated 03.11.2025 filed by the complainant for rectification in order dated 15.07.2025 passed by the Authority and the same is hereby declined.

Rectification application stands disposed of. File be consigned to registry.



Arun Kumar
Chairman
12.12.2025