

PROCEEDINGS OF THE DAY
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Day and Date	Wednesday and 10.12.2025
Complaint No.	MA NO. 755/2025 in CR/5360/2024 Case titled as Suresh Kumar VS Signature Infrabuild Private Limited
Complainant	Suresh Kumar
Represented through	None
Respondent	Signature Infrabuild Private Limited
Respondent Represented through	Ms. Anjalika Sharma, Advocate
Last date of hearing	Application under Section 39 of the Act
Proceeding Recorded by	H.R. Mehta & Kiran Chhabra

Proceedings-cum-Order

1. The above-mentioned matter was heard and disposed of by the Authority vide its order dated 23.07.2025, 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., 20.12.2023 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*.
2. Subsequently, the respondent promoter has filed an application dated 03.11.2025, for rectification of the said order dated 23.07.2025 under Section 39 of the Act. In the application, the complainant submitted that the Authority on page 4 of the said order dated 23.07.2025, incorrectly mentioned the title of Complaint no. 5360 of 2024 to be "Ramesh Chand Vs Signature Infrabuild Pvt. Ltd." instead of "Suresh Kumar Vs Signature Infrabuild Pvt. Ltd." Further, the Authority while passing the said order had inadvertently not considered 6 months extension in contractual obligations due to Covid-19, a force majeure circumstance. Therefore, the same may be rectified in final order dated 23.07.2025.

3. 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."

4. The Authority is of the view that the title of complaint no. 5360 of 2024 has been inadvertently mentioned to be "Ramesh Chand Vs Signature Infrabuild Pvt. Ltd." instead of "Suresh Kumar Vs Signature Infrabuild Pvt. Ltd." in the final order dated 23.07.2025. Same is a mistake apparent on record and does not constitute amendment of substantive part of this order under Section 39 of the Real Estate (Regulation and Development) Act, 2016.
5. However, as far as contention of the respondent for rectification of due date of possession in final order dated 23.07.2025 is concerned, the Authority observes that the Authority had already deliberated upon the issue as to why extension of 6 months cannot be granted in the peculiar facts and circumstances of the present case in para no. 18 at page no.16-17 of the order. Further, 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.

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6. Since changing the due date of possession 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.
7. Therefore, the said application dated 03.11.2025 filed by the respondent for rectification of the said order dated 23.07.2025 is held to be partly maintainable being covered under the ambit of Section 39 of the Act, 2016, ibid. Hence, the title of complaint no. 5360 of 2024 written at page no. 4 in para no. 3(3) of the said order shall now be read as "Suresh Kumar Vs Signature Infrabuild Pvt. Ltd."
8. Application partly allowed. This order shall be read as part and parcel of final order dated 23.07.2025.
9. Rectification application stands disposed of. File be consigned to the registry.

Ashok Sangwan
Member
10.12.2025