



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 748 of 2021

(Reopened for deciding rectification application u/s 39 of RERA Act, 2016)

Sajjan Singh

....COMPLAINANT

VERSUS

JOP International Limited

.....RESPONDENT

CORAM:	Parneet S Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member

Date of Hearing: 12.02.2026

Hearing: 1st (Reopen)

Present: - Adv. Kamal Dhaiya and Ms. Navneet, Counsels for complainant through VC

Adv. Vishal Garg and Ms. Deepika counsels for the respondent through VC

ORDER (PARNEET SINGH SACHDEV - CHAIRMAN)

1. Learned counsel for the respondent, i.e., Adv. Vishal Garg filed an application on 19.12.2025 praying for the rectification of the disposal order dated 29.09.2025 passed in complaint no. 748 of 2021 titled as "*Sajjan Singh vs. JOP International Ltd.*", under Section 151 and 152 of CPC, 1908 read with Section 37 of Real Estate (Regulation and Development)

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Act, 2016. Vide impugned order dated 29.09.2025, Respondent was directed as under:-

- i.56. " Respondent is directed to offer possession of the unit within next 15 days of clearing the dues as already discussed in Paras 43 to 46 of the order.
- ii. Further respondents are directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainant.
- iii. Complainant will remain liable to pay balance consideration, if any, amount to the respondents at the time of actual possession offered to them in terms of this order of the Authority.
- iv. The rate of interest is chargeable from the complainant by the respondents, in case of default shall be charged at the prescribed rate i.e., 10.85% which is the same rate of interest which the respondents shall be liable to pay to the complainant.
- v. The respondents shall not charge anything more from the complainant except what is decided by the Authority in this order.
- vi. Respondent is directed to pay cost of ₹9,49,910/- payable to the Authority within a week from today. "

2. Respondent in the present application has stated that certain clerical/arithmetical omissions and accidental slips have occurred in the directions, particularly with respect to reconciliation and netting-off of mutual liabilities of the parties. Further, in the application following contentions were raised by the respondent:

- It is stated that the findings recorded in paras 43, 45, 46, 51 and 53 of the order clearly recognize reciprocal defaults and reciprocal interest liabilities at the same RERA-prescribed rate.
- The grievance raised is confined to alleged inconsistency between the findings and the operative directions, especially para 52, 53, 56 (iii) and



the absence of express arithmetical reconciliation/set-off based on the Statement of Account prepared pursuant to the order.

- The Applicant has annexed a detailed Statement of Account claiming that, upon application of the RERA rate uniformly, the complainant remains a net debtor.

Hence, in view of above, respondent sought rectification of the impugned order dated 29.09.2025.

3. Today, Advocate Vishal Garg appeared on behalf of the respondent and argued that, under Section 37 of the Act, this Authority has the power to rectify orders when a technical issue or clerical mistake apparent on face of it arises in the judgment, which pertains to changes in facts and circumstances. He stated that Authority has inadvertently made a clerical/arithmetical omissions and accidental slips in the directions, particularly with respect to reconciliation and netting-off of mutual liabilities of the parties specifically in operative portion of the disposal order i.e. para 52 onwards. He further stated that present complainant herein is in default of making payments to respondent even after settling delay interest as granted by the Authority in the disposal order. He requested the Authority to rectify the order dated 29.09.2025 and specify the amount to be taken by respondent after calculating the counter claims between the parties.
4. Authority is of the view that order dated 29.09.2025, was passed by the Authority after duly taking into consideration the facts and documents

placed on record by both the parties. Authority observes that the issue raised by the respondent in the above stated review/ rectification application has already dealt by the Authority in detail. There is no issue left undisputed. Authority passed a very detailed order on the basis of facts and pleading mentioned in the complaint book. Authority has decided the matter on the basis of evidence adduced. There is no scope left to be covered for the clarification or rectification.

5. Authority vide its disposal order dated 29.09.2025 passed in above complaint has observes as under:-

“FINDINGS AND OBSERVATIONS OF THE AUTHORITY

43. *The Authority is further of the considered view that once a binding agreement is executed between the parties under the Real Estate (Regulation and Development) Act, 2016 (“RERA”), both parties are equally bound by its terms. Such an agreement is governed not only by its contractual clauses but also by the statutory mandate of the Act. Section 11(4) of RERA casts a clear duty upon the promoter to complete construction and hand over possession to the allottees within the stipulated time provided in the agreement. At the same time, under Section 19 of the Act the allottees are bound by the reciprocal obligation to make timely payments in accordance with the payment schedule, since timely payments form the financial backbone for completion of the project. In the present case it is observed that the complainant stopped making payments to the respondent-promoter after 2015, whereas the deemed date of handing over possession was 29.01.2017. This indicates that the complainant defaulted in payments for almost two years prior to the agreed date of possession. The respondent states that out of the total 387 allottees, as many as 114 allottees defaulted in payments, which inevitably affected cash flow and the pace of construction. The complainant herein is one of those defaulters. The Authority recognizes that without timely payments from allottees, completion of a project within the stipulated timeframe becomes extremely difficult. Nevertheless, it is also evident that the respondent, despite defaults by several allottees,*



managed to complete the project with the assistance of SWAMIH funds and claims to have obtained an Occupation Certificate. That shows the respondent's intention to complete the project. However, the fact remains that possession has not yet been formally offered to the complainant. Accordingly, while the complainant cannot be absolved of his default in payments, the respondent must nevertheless substantiate its claim for delay interest by production of full documentary details. For that purpose the Authority notes that the respondent has not filed a detailed reply supported by documentary evidence. The respondent has not placed on record copies of the demand letters raised upon the complainant, nor has it furnished details of the specific dates on which payments were due from the complainant, thereby evidencing the alleged delay. The respondent has also failed to disclose (i) the date on which the project was brought under SWAMIH funding, (ii) the date on which the project was completed, and (iii) the exact date of grant of the Occupation Certificate. Accordingly, the Authority directs respondent to prepare and hand over to the complainant a detailed statement of account showing the dates of all installments/demand notices issued to the complainant (with copies of each demand letter/invoice), the exact due date and the date of actual payment (when payments were made), the period of delay (if any) in respect of each installment, the method of computation of delayed and the total delay interest claimed from the complainant calculated at the rate prescribed under RERA (i.e., applicable MCLR rate + 2%) within 15 days from the date of this order.

44. The conduct of the respondent has also been far from satisfactory, as despite repeated directions of the Authority, the respondent has failed to file a proper reply. Even though respondent has verbally submitted that occupation certificate has been received from the competent Authority, but merely making oral submissions without documentary substantiation cannot discharge the burden of proof in such proceedings. It is also relevant to note that even after receiving substantial amounts (about 75% of the consideration), the respondent has not issued any valid possession letter inviting the complainant to take possession by clearing the outstanding dues. The only reference to such demand is vide order dated 28.07.2025, wherein it was recorded that a demand letter dated 08.07.2025 was issued to the complainant for ₹21,00,000/-. However, this demand letter was without any breakup or head-wise disclosure. As repeatedly held, third-party arrangements like SWAMIH funding cannot override the promoter's statutory obligations under RERA. Any demand raised must be transparent, lawful, and strictly in terms of the Buyer Agreement and the Act.

45. Considering the above circumstances, the Authority is of the view that both parties have defaulted in their respective obligations: the

complainant defaulted in making timely payments and is therefore liable to pay interest on such default at the RERA rate (SBI MCLR + 2%), while the respondent defaulted in handing over timely possession and is therefore liable to pay interest for the delay under Section 18 of the Act.

46. Accordingly, the Authority at the cost of repetition directs that the respondent shall, within fifteen (15) days from the date of uploading of this order, send to the complainant a detailed head-wise Statement of Account (SoA), as already detailed in para-43 above. As the respondent has failed to make a valid offer of possession till date, the complainant shall be entitled to delay interest from the deemed date of possession i.e. 29.01.2017 till the date of this order (29.09.2025) at the rate prescribed under Section 18 of the Act. However, it is made clear that complainant shall be paid delayed possession interest till the date a legally valid offer of possession duly supported with part CC/OC and statement of account is conveyed to him after adjusting the respective dues of the parties, the net balance shall be determined on the basis of the SoA, and upon payment/adjustment of such net dues by the complainant within thirty (30) days of receipt of the SoA, the respondent shall be bound to hand over valid possession of the unit by issuing a possession letter, executing a possession memo and offering registration of the conveyance deed within the next fifteen (15) days.

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53. The Authority directs that upon receipt of the statement of account from the respondent, the complainant shall, within 30 days, pay the outstanding balance. Such outstanding balance shall comprise the total amount payable by the complainant under the agreement, including interest accrued on account of delay/default in payments, after deducting the amount calculated on account of delay in handing over of physical possession by the respondent. Immediately upon clearance of the said outstanding dues by the complainant in accordance with these parameters, the respondent shall forthwith offer and hand over physical possession of the allotted unit to the complainant.

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• **G. DIRECTIONS OF THE AUTHORITY**



56. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA Act, 2016 to ensure the compliance of obligations cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016
- i. Respondent is directed to offer possession of the unit within next 15 days of clearing the dues as already discussed in Paras 43 to 46 of the order.
 - ii. Further respondents are directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainant.
 - iii. Complainant will remain liable to pay balance consideration, if any, amount to the respondents at the time of actual possession offered to them in terms of this order of the Authority.
 - iv. The rate of interest is chargeable from the complainant by the respondents, in case of default shall be charged at the prescribed rate i.e., 10.85% which is the same rate of interest which the respondents shall be liable to pay to the complainant.
 - v. The respondents shall not charge anything more from the complainant except what is decided by the Authority in this order.
 - vi. Respondent is directed to pay cost of ₹9,49,910/- payable to the Authority within a week from today.”
6. On careful perusal of file and above stated order, Authority is of the view that issued raised by respondent with regard to counter- calculation and complainant's liability in the present application has already been dealt with in detail by the Authority in para 43-46 of the disposal order. After taking into consideration the facts and the merits of the case, Authority had passed very clear and specific directions for both the parties in para 56 of the order, where by complainant and respondent were given clear terms on which possession will be handed over. Further, both parties were directed to pay the pending dues towards each other @ 10.85% rate of interest. Hence, Authority neither finds any clerical mistake in the order which is

apparent on the record nor has find anything new or different fact which has not been dealt with by the Authority in its final order.

7. Authority under section 39 of the RERA Act, 2016 is mandated to rectify only mistakes apparent on the face of record. The RERA Act, 2016 does not entrust the power of review of the order on the Authority.
8. In fact the proviso 2 to section 39, categorically provides that the Authority "shall not" while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of the Act.
9. For the above stated reasons, the present application for rectification of the final order dated 29.09.2025 deserves to be rejected and the same is **hereby dismissed.**

File be consigned to record room after uploading of this order on the website of the Authority


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DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


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PARNEET S SACHDEV
[CHAIRMAN]