



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 703 of 2021

(Reopened for deciding correction/rectification application)

Mrs. Ruchita Darbari & Ors.

....COMPLAINANTS

VERSUS

1. Trishul Towers Pvt. Ltd.

2. Anushree Home Developers Private Ltd

.....RESPONDENTS

**CORAM:** Parneet S Sachdev

**Chairman**

Dr. Geeta Rathee Singh

**Member**

**Date of Hearing:** 23.04.2026

**Hearing:** 1<sup>st</sup> (Reopen)

**Present:** - None for complainants

Adv. Vivek Sethi, counsel for the respondent through VC

## ORDER (PARNEET SINGH SACHDEV - CHAIRMAN)

1. Learned counsel for the respondent, i.e., Adv. Vivek Sethi filed an application on 15.12.2025 praying for the correction/rectification in the disposal order dated 10.02.2025 passed in complaint no. 703 of 2021 titled as "Mrs. Ruchita Darbari & Ors vs. Trishul Towers Pvt. Ltd.". Vide impugned order dated 10.02.2025, Respondent was directed as under:-

*“51. i. Respondent no. 1 is directed to refund the entire amount along with interest of @ 11.10% to the complainant as specified in the tables provided above in Paras no.49 of this order.*

*ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.”*

2. Respondent in the present application has stated that certain clerical/factual errors pertaining to the deemed date of possession and consequential interest calculations have crept in the original order. Further, in the application following contentions were raised by the respondent:

- It is stated that Authority has considered the deemed date of possession as 06.08.2016. However, as per the clause 3.6 of registered Flat Buyer Agreement dated 06.08.2013 the deemed date of possession was within 36 months + 6 months grace period. Details of which are as under:-

Serial no.	Particulars	Date
1.	Flat Buyer Agreement	06.08.2013
2.	Actual deemed date of possession as per FBA clause 3.6	06.08.2017
3.	Deemed date of possession as per final order	06.08.2016
4.	Occupation certificate applied	27.04.2019

- That from the abovementioned table it is apparent that the deemed/ due date of possession of the allotted unit i.e. Unit/Flat No. 1801 in Tower C-

5 was well after applying for Occupation Certificate by Applicant Developer.

- That the interest awarded in the impugned order is computed based on the incorrect deemed possession date i.e. 06.08.2016.
- That the finding recorded by the Authority is therefore based on a clerical/factual mistake, resulting in an incorrect calculation of RS. 34,75,342/ (Rupees Thirty Four Lakhs Seventy Five Thousand Three Hundred Forty Two Only) of the alleged delay period.
- That once the correct date of possession i.e. 06.08.2017 is applied, the interest liability decreases substantively.
- That it is a settled principle that computational mistakes, mathematical errors, fall within the scope of correction by the Authority.
- That the Applicant prays for a fresh computation of interest based on the corrected deemed date of possession.
- That no prejudice will be caused to the complainants in case the present application or may kindly be allowed as prayed for in the interest of justice.
- PRAYER: In view of the above facts and submissions, it is most respectfully prayed that this Hon'ble Authority may kindly:
  - i. Correct the deemed date of possession from 06.08.2016 to 06.08.2017 as per the Builder Buyer Agreement dated 06.08.2013.
  - ii. Recompute the interest amount afresh or direct the Accounts Branch to do so based on the corrected deemed date of possession.

Hence, in view of above, respondent sought correction/rectification of the impugned order dated 10.02.2025.

3. Today, Advocate Vivek Sethi appeared on behalf of the respondent and argued that, under Section 39 of the Act, this Authority has the power to

rectify/correct 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 by calculating the interest in the impugned order is on the basis of incorrect deemed date of possession i.e. 06.08.2016. He requested the Authority to rectify/correct the order dated 10.02.2025 to this effect and make a fresh computation of interest based on the corrected deemed date of possession i.e. 06.08.2017.

4. After taking into account all the facts, Authority is of the view that order dated 10.02.2025, was passed 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 correction/rectification application has already been dealt in detail.
5. Authority vide its disposal order dated 10.02.2025 passed in above complaint has observes as under:-

***“FINDINGS AND OBSERVATIONS OF THE AUTHORITY:***

*36. A perusal of Clause 3.5 of the possession agreement reveals that it originally stated:*

*"Developer shall offer possession of the said flat to buyer within a period of forty eight months (plus a grace period of six months) from the date of execution of the agreement."*

*However, this clause appears to have been altered manually, as the term "forty-eight" has been struck through and replaced with "thirty-six", which is handwritten in the agreement. Additionally, a signature has been affixed alongside this modification. The complainants, in their pleadings, have asserted that the respondents were obligated to deliver possession*



*within thirty-six months plus a grace period of six months. However, the respondents, in their reply, have opposed this claim, stating that the agreed timeline was forty-eight months plus a grace period of six months. In light of these conflicting claims, it becomes challenging for the Authority to determine the exact contractual timeline for possession. Especially considering that, the adjudication process under RERA is a summary trial, meaning thereby, complications involving extensive forensic verification of documents or signature cannot be dealt by this forum. To resolve this issue, the Authority refers to the Hon'ble Supreme Court's judgment in M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr., 2018 STPL 4215 SC. In line with the principles laid down therein, the deemed date of possession is calculated as three years from the date of booking or allotment. Accordingly, in the present case, the deemed date of possession is taken as three years from the date of execution of the Flat Buyer Agreement, i.e., 06.08.2013, which turns to 06.08.2016. Consequently, the respondent was obligated to deliver possession of the flat to the complainants by 06.08.2016.*

37.\*\*\*

38.\*\*\*

39.\*\*\*

40.\*\*\*

41.\*\*\*

42.\*\*\*

43.\*\*\*

44. *Lastly, fact remains that till date neither respondent has offered the possession of the unit on time and nor has refunded the paid amount to the allottee. Now, the innocent allottees who had invested their hard earned money in the project with the hope to get a flat and who were to get possession of the unit by 06.08.2016 cannot be forced/ compelled to accept possession of the unit in the project even if respondents have completed the project now after delaying it for more than 3 years. The complainants cannot be expected to wait indefinitely for possession when the respondent has not demonstrated any significant progress in construction. Thus, the inordinate delay in completing the project and the failure to deliver possession justify the complainant's request for refund of the amounts paid along with interest. **Given the circumstances, the Authority finds that the complainants are entitled to a refund of the***

*money paid, as well as compensation for the delay caused by the respondents' negligence in completing the project.*

45.\*\*\*

46.\*\*\*

47.\*\*\*

48.\*\*\*

49. Authority has got calculated the total amount to be refunded along with interest calculated at the rate of 11.10% from the date of payment till the date of this order which comes to 63,94,990.28/- (329,19,648.28/- (principal amount) +34,75,342/- (interest accrued till 10.02.2025) in Complaint no. 703 of 2021 and 1,07,71,673/- (48,94,989/- (principal amount) + 34,75,342/- (interest accrued till 10.02.2025) in Complaint no. 704 of 2021. According to the receipts/statement of accounts provided by the complainants details of which are given in the table below:

S.No.	Principal Amount	Date of payment/transfer	Interest Accrued till 10.02.2025
1.	124000/-	2013-08-03	158757
2.	124000/-	2013-08-09	158531
3.	2388926/-	2014-06-09	2833332
4.	16790.28/-	2013-09-10	21303
5.	132396/-	2014-09-22	152798
6.	133536/-	2014-12-17	150621
7.	<b>Total- 29,19,648.28/-</b>		<b>Total- 34,75,342/-</b>

Total amount which has to be refunded to the complainant in Complaint no. 703 of 2021 comes out to be ₹ 63,94,990.28/-.

50.\*\*\*


51. i. Respondent no. 1 is directed to refund the entire amount along with interest of @ 11.10% to the complainant as specified in the tables provided above in Paras no.49 of this order.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow."

6. After reviewing the file and the aforementioned order, the Authority concludes that the respondent's concerns regarding the "deemed date of possession" and the subsequent calculation of delay interest were already addressed in the final order dated 10.02.2025. Specific directions in **paragraphs 36 and 51** mandated that the respondent refund the total paid amount plus interest at **11.10%**. Furthermore, **paragraph 44** confirms the complainant's entitlement to a refund, while **paragraph 49** provides a detailed calculation showing that interest accrues from the **actual dates of payment**, rather than the deemed date of possession.
7. Authority under section 39 of the RERA Act, 2016 is mandated to rectify only mistakes apparent from record. The RERA Act, 2016 does not entrust the power of review of the order on the Authority.
8. For the above stated reasons, the present application for correction/rectification of the final order dated 10.02.2025 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

  
.....  
**DR. GEETA RATHEE SINGH**  
**[MEMBER]**

  
.....  
**PARNEET S SACHDEV**  
**[CHAIRMAN]**