

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. 704 of 2021 titled as "Mrs. Sunita Chaudhary 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 10.02.2017. However, as per the clause 3.5 of registered Flat Buyer Agreement dated 10.08.201 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	10.02.2014
2.	Actual deemed date of possession as per FBA clause 3.6	10.08.2018
3.	Deemed date of possession as per final order	10.02.2017
4.	Occupation certificate applied	27.04.2017
5.	Occupation certificate Received	02.04.2019

- That from the abovementioned table it is apparent that the deemed/ due date of possession of the allotted unit i.e. Unit/Flat No. 1802 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. 10.02.2017.
- That the finding recorded by the Authority is therefore based on a clerical/factual mistake, resulting in an incorrect calculation of RS. 58,78,684/- of the alleged delay period.
- That once the correct date of possession i.e. 10.08.2018 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 10.02.2017 to 10.02.2018 as per the Builder Buyer Agreement dated 10.02.2014.
- 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. 10.02.2017. 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. 10.02.2018.
4. On perusal of clause 3.5 of the agreement dated 10.02.2014 it is stated as under:

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

Meaning thereby, as per agreement developer was duty bound to handover possession rightly by 10.02.2018, hence it is an inadvertent error in the final order dated 10.02.2025. So, application for correction/rectification

stands allowed to this effect only. This is an error apparent from record and said errors can be rectified in u/s 39 of RERD Act, 2016. Hence, Authority deems appropriate to modify the deemed date of possession as mentioned in para 4 of the final order dated 10.02.2025 from 10.02.2017 to “10.02.2018”. With regard to the second prayer of respondent mentioned at para 2 of this order i.e. “with regard to recomputed the interest amount afresh based on the corrected deemed date of possession is concerned”, the Authority observes that the same has already been dealt with the order dated 10.02.2025.

5. Authority vide its disposal order dated 10.02.2025 passed in above complaint has observes as under:-

“FINDINGS AND OBSERVATIONS OF THE AUTHORITY:

*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.***

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49. From above discussions, it is amply proved on record that the respondent have not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainants are entitled for refund of her deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the interest to the complainants from the dates when amounts were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainants along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 11.10% (9.10%+ 2.00%) from the date amounts were paid till the actual realization of the amount.

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.	425000	2013-10-22	533788
2.	244610	2014-02-20	298222
3.	300000	2014-05-12	358363
4.	3481136	2014-05-13	4157306
5.	425000	2014-05-24	506130
6.	19243	2014-05-31	22875
7.	Total-4894989/-		Total- 5876684/-

Total amount which has to be refunded to the complainant in Complaint no. 704 of 2021 comes out to be ₹ 1,07,71,673/-.

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. Specific directions in **paragraphs 44 and 49** of the original order mandated that the respondent refund the total paid amount plus interest at **11.10%** and provide a detailed calculation showing that interest accrues from the **actual dates of payment**, rather than the deemed date of possession. Therefore, no rectification is needed nor can be done with respect to the second relief.

For the above stated reasons, the present application for correction/rectification of the final order dated 10.02.2025 is **partially allowed to the extend as mentioned in para 4 of this order.**

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]


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PARNEET S SACHDEV
[CHAIRMAN]