

KRISHNA DEVI V. DLF HOME DEVELOPERS LTD. & ANR.

1. KRISHNA DEVI

.....Appellants(s)

Versus

1. DLF HOME DEVELOPERS LTD. & ANR.

.....Respondent(s)

Case No: REVIEW APPLICATION NO. 179 OF 2022

Date of Judgement: 04 October 2023

Judges:

HON'BLE MR. SUBHASH CHANDRA, PRESIDING MEMBER

HON'BLE AVM J. RAJENDRA, AVSM VSM (Retd.), MEMBER

FOR THE APPELLANT : MR. RAJA CHAUDHARY, ADVOCATE

FOR THE RESPONDENT : MR. PRAVIN BAHADUR, MR. ADITYA P. N. SINGH, MR. ABHISHEK S. AND MR. SNEHIL SHRIVASTAVA, ADVOCATES

Facts:

This is a review application filed by the opposite party (DLF Home Developers Ltd & Anr) against the order dated 13.07.2022 passed in CC no. 510 of 2018.

The review application seeks to:

(i) Correct the date of offer of possession mentioned in para 2 of the order dated 13.07.2022 to 30.08.2016.

(ii) Clarify that delay compensation would be payable only till 30.08.2016.

(iii) Correct para 7(v) to reflect the date for compensation as 01.07.2014 instead of 01.07.2011.

Court's Elaborate Opinion:

The date of offer of possession mentioned as 05.01.2018 in

para 2 of the impugned order dated 13.07.2022 is as per the letter of offer of possession submitted by the complainant. Hence, there is no error apparent in that regard. However, the promised date of possession as per records was 01.07.2014. Therefore, para 7(v) of the impugned order reflecting compensation from 01.07.2011 contains an apparent error which needs to be corrected. Para 7(v) is corrected to state that compensation would be payable from the promised possession date i.e. 01.07.2014 till the date possession was actually offered.

Referred Sections and Laws:

No specific sections or laws have been referred. The Commission has exercised its inherent powers under Order 47 Rule 1 of Code of Civil Procedure, 1908 to correct any clerical or arithmetical mistakes in judgments or orders arising from accidental slip or omission.

The review application is partly allowed to the extent of correcting the date in para 7(v) regarding compensation.

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Full Text of Judgment:

- 1.This review application no. 179 of 2022 has been filed by the opposite party against order dated 13.07.2022 in CC no. 510 of 2018 wherein the opposite party has prayed to (i) Correct/ modify para 2 of order dated 13.07.2022 to the extent of correcting the date of offer of possession to 30.08.2016; (ii) clarify that the delay compensation would be payable only till 30.08.2016; (iii) correct/ modify para 7 (v) to reflect the date from which compensation would be payable as on 01.07.2014; and (iv) pass or grant such other interim relief/ order/ direction as this Hon'ble Commission may deem fit and proper in interest of justice.
2. From the record, it is seen that the date of offer of

possession mentioned in the impugned order was 05.01.2018 which was as per the letter of offer of possession dated 05.01.2018 filed by the complainant in his complaint wherein it was mentioned that:

"This is to inform you that at your request, we have arranged to hand over physical possession of the said property to you on or before 05.02.2018.

This is subject to your providing an indemnity cum undertaking that you shall purchase the stamp duty at the applicable rate towards registration of conveyance deed and shall be responsible for getting the registration of the conveyance deed within reasonable time and also shall pay all other costs/ charges associated with the registration of the conveyance deed. Company shall provide all reasonable assistance in this regard and the draft of the conveyance deed shall be provided at the time of registration".

Therefore, the date of offer of possession mentioned as 05.01.2018 in the impugned order was correct. Hence, there is no error apparent on the face of the record.

3. The opposite party has also prayed to modify the impugned order in paragraph 7 (v), which states that:

".....that the opposite party shall pay the compensation in the form of simple interest @ 6% per annum to the complainant from the date of purchase by the complainant, i.e., 01.07.2011 till the date on which the possession was actually offered to the complainant".

4. However, the promised date of possession in this case was 01.07.2014. On perusal of the records, it is seen that this is an error on the face of the record. Paragraph 7 (v) of the order dated 13.07.2022 needs to be corrected to read as under:

".....the opposite party shall pay the compensation in the form of simple interest @ 6% per annum to the complainant from the promised date of possession to the complainant i.e., 01.07.2014 till the date on which the possession was actually offered to the complainant".

5. Therefore, the review application no. 179 of 2022 is partly allowed and the error on the face of record shall stand

corrected and paragraph 7 (v) of the order shall read as stated in paragraph 4 above.