



RERA-APPL-92-2025 (O&MJ) and other connected cases **1**

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

208

1. RERA-APPL-92-2025 (O&M)
Date of decision: **December 24th, 2025**

M/s Signature Global (India) LimitedAppellant
Versus

Praveen Kumar GuptaRespondent

2. RERA-APPL-100-2025 (O&M)

M/s Signature Global (India) LimitedAppellant
Versus

Laxmi Narain and anotherRespondents

3. RERA-APPL-101-2025 (O&M)

M/s Signature Global (India) LimitedAppellant
Versus

Balbir Singh NarvalRespondent

4. RERA-APPL-103-2025 (O&M)

M/s Signature Global (India) LimitedAppellant
Versus

Rampal Singh ChauhanRespondent



RERA-APPL-92-2025 (O&MJ) and other connected cases **2**

5.

RERA-APPL-108-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Renu Arora

.....Appellant

.....Respondent
6.

RERA-APPL-110-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Komal

.....Appellant

.....Respondent
7.

RERA-APPL-112-2025 (O&M)

M/s Sternal Buildcon Private Limited

Versus

Niharika Mukherjee

.....Appellant

.....Respondent
8.

RERA-APPL-113-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Susheela Sangwan and another

.....Appellant

.....Respondents
9.

RERA-APPL-121-2025 (O&M)

M/s Forever Buildtech Pvt. Ltd.

Versus

Narender Kumar

.....Appellant

.....Respondent



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10.

RERA-APPL-122-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Shahana and another

.....Appellant

.....Respondents
11.

RERA-APPL-123-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Nikhil Walia and another

.....Appellant

.....Respondents
12.

RERA-APPL-125-2025 (O&M)

M/s Forever Buildtech Pvt. Ltd.

Versus

Akhil Jain and another

.....Appellant

.....Respondents
13.

RERA-APPL-129-2025 (O&M)

M/s Sternal Buildcon Pvt. Ltd.

Versus

Kavita Mittal and another

.....Appellant

.....Respondents
14.

RERA-APPL-135-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Devroop Guha

.....Appellant

.....Respondent



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15.

RERA-APPL-198-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Vashisht Arora

.....Appellant

.....Respondent
16.

RERA-APPL-200-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Gursharan Kaur Chadha

.....Appellant

.....Respondent
17.

RERA-APPL-220-2025 (O&M)

M/s Signature Global (India) Limited

Versus

Meena Godhvani and another

.....Appellant

.....Respondents
18.

RERA-APPL-221-2025 (O&M)

M/s Signature Global Homes Limited

Versus

Remzee William and others

.....Appellant

.....Respondents
19.

RERA-APPL-222-2025 (O&M)

M/s Signature Global Homes Limited

Versus

Neelima Sharma

.....Appellant

.....Respondent

**RERA-APPL-92-2025 (O&MJ) and other connected cases****5****CORAM: HON'BLE MR. JUSTICE VIKAS BAHL**

Present: Mr. R.S. Rai, Senior Advocate and
Mr. Kunal Dawar, Senior Advocate with Mr. Rohit Sangam,
Ms. Rubina Virmani, Ms. Prachi Gupta and
Ms. Radhika Mehta, Advocates
for the appellant.

Ms. Meenakshi Dogra, Advocate (through V.C.)
for the respondent in RERA-APPL-108-2025.

Mr. Anjan Preet Singh and Mr. Shubhnit Hans, Advocates
for respondent in RERA-APPL-112-2025.

Mr. Rahul Bhargava and Mr. Chetan Bansal, Advocates
for the respondents in RERA-APPL-121-2025 and
RERA-APPL-125-2025.

Mr. Ankit Chauhan, Advocate
for the respondents in RERA-APPL-122-2025.

Mr. Raj Kumar Malik, Advocate
for respondent Nos.1 and 2 in RERA-APPL-221-2025.

Mr. Ankit Chahal, Advocate (through V.C.)
for the respondent in RERA-APPL-222-2025.

VIKAS BAHL, J. (ORAL)

1. This order will dispose of the above-mentioned 19 appeals as common issues of law/facts arise in all the appeals. A common order dated 05.06.2025 was passed by the Appellate Tribunal in RERA Appeal Nos.92, 100, 101, 103, 108, 110, 112, 113, 121, 122, 123 and 129 of 2025. The said common order has been challenged in the present appeals along with the order passed by the Regulatory Authority.

2. RERA Appeal No.125 of 2025 has been filed challenging order dated 02.06.2025 passed by the Appellate Tribunal as well as the order of Regulatory Authority. RERA Appeal No.135 of 2025 has been filed challenging the order dated 23.07.2025 passed by the Appellate Tribunal as

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well as the order of the Regulatory Authority. RERA Appeal Nos.198 and 200 of 2025 have been filed challenging a common order dated 02.08.2025 passed by the Appellate Tribunal along with the orders passed by the Regulatory Authority. RERA Appeal No.220 of 2025 has been filed challenging the order dated 26.08.2025 passed by the Appellate Tribunal along with the order passed by the Regulatory Authority. In RERA Appeal Nos.221 and 222 of 2025, a common order dated 26.08.2025 was passed by the Appellate Tribunal which order is under challenge in the said two appeals along with the orders passed by the Regulatory Authority. In all the cases, common issues of law/facts arise and, as would be apparent from the subsequent part of the present order, the orders passed by the Appellate Tribunal in all the cases deserve to be set aside and the matters deserve to be remanded to the Appellate Tribunal on a short point. With the consent of all, RERA-APPL No.92 of 2025 is being taken up as the lead case and the facts/documents have been noticed from the same.

ARGUMENTS ON BEHALF OF THE APPELLANT:

3. Learned senior counsel for the appellant in all the cases has submitted that in all the cases, there is a specific agreement between the appellant and the allottee. Specific reference has been made to the flat buyer's agreement (page 119 of the paper book of RERA Appeal No.92 of 2025) which has been entered into between the appellant and the allottee Praveen Kumar Gupta to highlight the fact that as per clause 5.1, the possession was to be delivered within 60 days from the date of issuance of occupancy certificate of the flat to the allottee, subject to force majeure



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circumstances. Learned senior counsel for the appellant has further referred to clause 19 to show that “force majeure” has been specifically defined in the agreement itself and the same also includes Court orders/directions from any governmental or statutory authority and epidemics as well as any legislation or rule or regulation made or issued by the government authority restricting the developer from complying with any of the terms and conditions of the agreement. Further, specific reference has also been made to clause 19.2 which specifically provides that the developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided therein, if such performance is prevented due to “force majeure” conditions. Learned senior counsel for the appellant has also referred to clause ‘N’ (page 122 of the paper book) to highlight the fact that the parties were bound by the terms and conditions of the said agreement.

4. Learned senior counsel for the appellant has further argued that even as per the model buyer’s agreement provided by the Haryana Real Estate (Regulation and Development) Rules 2017, clause 7.1, which is with respect to handing over possession of plot/unit/apartment, specifically provides that in case there is delay on account of “force majeure”, Court orders, Government Policy/guidelines, decisions affecting the regular development of the real estate project etc., then in such situations, the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the plot/unit/apartment. Learned senior counsel has further referred to the grounds of appeal (page 62 of RERA Appeal No.92 of 2025) to highlight the fact that the relevant clauses of the buyer’s agreement

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were not only relied upon by the appellant to contend that there was no delay on its part, but rather even the said clauses were reproduced in the grounds of appeals. It is submitted that a perusal of the impugned order dated 05.06.2025 would show that the said agreement, which is an admitted document between the parties, or its clauses have not been considered by the Appellate Tribunal while deciding the appeal filed by the appellant. It is submitted that it is a matter of settled law that once there is a specific contract between the parties, then it is the terms of the said contract which would govern the rights of the parties, more so, when the allottees have not even challenged the said agreement or any of its clauses on the ground of same being unconscionable or illegal and are rather claiming their rights under the said agreement. Learned senior counsel for the appellant has further referred to clause 6.1 of the buyer's agreement to show that the right which is being claimed by the allottee is with respect to possession being given on or before 20.08.2021, as per clause 6.1(i), in the case of Praveen Kumar Gupta. It is submitted that in the said circumstances, it was necessary for the Appellate Tribunal to have considered the clauses of the agreement so as to determine the rights and liabilities of the parties.

5. Learned senior counsel appearing for the appellant had, on 22.12.2025 produced two charts giving the details on the basis of which the extension/benefit of construction ban etc. was required to be granted to the appellant. The said charts were taken on record as Mark 'A' and Mark 'B' and were handed over to the counsel for the respondent(s)/respondents. Chart Mark 'A' is annexed as Annexure A-1 along with the present order



and chart Mark 'B' is annexed as Annexure A-2 along with the present order.

6. Learned senior counsel for the appellant has submitted that in Mark 'B', reference has been made to all the notifications and orders of the Hon'ble Supreme Court during which the construction was banned in the National Capital Region and also the details of the notification at the time when COVID pandemic was prevalent. It is highlighted that the first COVID wave was from 25.03.2020 upto 24.09.2020 and the second COVID wave was from 01.04.2021 to 30.06.2021. It is submitted that even the benefit of the second COVID wave and also of the period during which, as per orders passed by the Hon'ble Supreme Court and orders passed by the other authorities, the construction in the National Capital area had been stayed, has not been given by the Tribunal, although the agreement between the parties specifically provides for the same. It is submitted that under Chart 'A', the details of the days of which the benefit is required to be given have also been calculated in each case and thus, in case the same is taken into consideration, then the appeals filed by the appellant deserve to be allowed. It is argued that since the agreement and its clauses have not been taken into consideration, thus, the impugned order passed by the Appellate Authority deserve to be set aside and the matters deserve to be remanded to the Appellate Tribunal for fresh decision.

7. Learned senior counsel for the appellant has further submitted that as far as the judgment in the case of *M/s Pragatej Builders and Developers Pvt. Ltd. Versus Mr. Abhishek Anuj Sukhadia and Ors.*



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reported as **2024 NCBHC-AS 4357** is concerned, in the said case the due date had elapsed prior to the COVID-19 pandemic and it was in the said background that it was observed that COVID-19 pandemic lockdown which was declared subsequently cannot come to the aid of the appellant for claiming any relief with respect to payment of interest. It is submitted that thus the said judgment is on completely different facts and does not apply in the present case, as all the notifications/orders relied upon by the appellant are prior to the due date of possession. Learned senior counsel for the appellant has further submitted that Section 6 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ‘the RERA Act’) provides for extension of registration and does not deal with the rights and liabilities of the appellant and the allottee *inter se* and thus it is the specific terms of the agreement which would govern the rights of the parties *inter se*. It is submitted that even as per the explanation in Section 6 of the RERA Act, which has been considered by the Appellate Tribunal, it has specifically been stated that any other calamity caused by nature affecting the regular development of a real estate project would also be included within the definition of “force majeure”. It has been submitted that the COVID first wave has been taken into consideration by the Authority for granting exemption and also keeping in view the explanation given in Section 6, even the COVID second wave, which was from 01.04.2021 to 30.06.2021 should also have been taken into consideration for extending the time for giving possession and for the said period also, no interest could have been claimed by the respondent(s) or awarded by the Court. It is submitted that at any rate,



the Appellate Tribunal has not taken into consideration the terms of the agreement and has not even observed that the terms of the said agreement would not apply in the present case.

ARGUMENTS ON BEHALF OF THE RESPONDENT(S):

8. Learned counsel for the respondents, on the other hand, have submitted that certain calculations made in the chart are not correct and it is further submitted that even in case the clauses of the agreement are taken into consideration, then also, the respondents-allottees would be liable for substantial relief. It is submitted that some of the documents which have been relied upon by the appellant in the present appeal and also before the Appellate Tribunal were not annexed along with the written statement and has submitted that in case the matter is to be remanded, then all the pleas, as are available to the respondents on the basis of the agreement(s) and on other aspects, be kept open. It is submitted that remand of the case should not be construed as an estoppel against the respondents from raising the said pleas.

ANALYSIS AND FINDINGS:

9. This Court has heard learned counsel for the parties and has perused the paper book.

10. The fact that a specific flat buyers agreement has been entered into the between the appellant and the respondent-allottees in each of the cases has not been disputed before this Court. The agreement entered into between the present appellant and Praveen Kumar Gupta in RERA Appeal No.92-2025 has been placed on record at page 119 of the paper book. Clause 'N' (page 122), clause 5.1 (page 130), clause 6.1 (page 132) and clause 19



(page 145) of the said agreement are reproduced hereunder:-

*“N. The Parties, relying on the confirmations, representations and assurances of each other to **faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions. appearing hereinafter.**”*

*“5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s), **Subject to Force Majeure circumstances**, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, **as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges**, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.”*

*“6.1 **Subject to the Force Majeure conditions**, the Developer shall be considered under a condition of default, in the following events:*

*(i) Developer fails to provide ready to move in possession of the Said to the Allottee(s) **on or before 20/08/2021**. For the purpose of this Clause, 'ready to move in possession' shall mean that the Said Flat shall be in a habitable condition which is complete in all respects and for which Occupancy Certificate has been issued by the concerned Governmental Authority;*



(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act.”

“19.1 "Force Majeure" means any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform including but not limited to the following:

- a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;*
- b. explosions or accidents, air crashes, act of terrorism;*
- c. strikes or lock outs, industrial disputes;*
- d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;*
- e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;*
- f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement;*
or
- g. any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Said Flat/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the*



Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;

h. Any event or circumstances analogous to the foregoing.”

19.2 The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions.

19.3 In the event, the offer of possession of the Said Flat is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allotee(s) shall not be entitled to any compensation for the period of such delay. The Allotee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Said Flat hereunder shall stand terminated and the Developer shall refund to the Allotee(s) the entire amount received by the Developer from the allotment within 45 (forty-five) days from that date on which Developer confirms that it has become impossible for the Developer to implement the Project. The Developer shall intimate the Allotee(s) about such termination at least 30 (thirty) days prior to such termination, of the Agreement. After refund of the money paid by the Allotee(s), the Allotee(s) agrees that it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.”

11. A perusal of the above clauses would show that as per the same, the possession was to be handed over by the Developer to the allottee



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subject to force majeure circumstances. “Force majeure” has been specifically defined in Clause 19.1 and the same includes epidemics, promulgation of any rule, law, regulation, issuance of any Court order or direction from any governmental or statutory authority that prevents or restricts the developer from complying with any or all the terms and conditions as agreed in the agreement. It also includes any event or circumstance analogous to the specific details given in clause a to g. Further under clause 19.2, it is also specifically provided that the developer shall not be held responsible or liable for not performing any of its obligation or undertaking provided therein, if such performance is prevented due to force majeure conditions. Further, clause 19.3 provides that in the event the offer of the possession of said flat is delayed due to force majeure, the time period for offering possession would stand extended automatically to the extent of the delay caused under the force majeure circumstances.

12. The said agreement was specifically referred to in the grounds of appeal filed before the Appellate Tribunal and even most of the clauses, which have been reproduced hereinabove, were also reproduced in the grounds of appeal. It is not disputed before this Court that both the parties are governed by the said agreement and the clauses of the said agreement. A perusal of the order dated 04.09.2024 passed by the Authority in the case which is subject matter of RERA Appeal No.92 of 2025 would show that even in the chart which has been prepared and reproduced in paragraph 2 of the order, specific reference has been made to clause 5.1 of the agreement with respect to possession which also contains the fact that the delivery of



possession would be subject to force majeure circumstances. While recording the facts of the complaint in paragraph 3(d) in the order, reference has been made to the averment made by the respondent-allottee to the time frame mentioned in the buyer's agreement. In paragraph 6, the defence raised by the present appellant on the basis of the clauses of the agreement as well as the various orders passed by the National Green Tribunal, the orders passed by the Hon'ble Supreme Court and also the orders passed by the various authorities have been taken note of. Even the finding of the Authority has been given after taking into consideration the clauses of the buyer's agreement. However, a perusal of the orders passed by the Appellate Tribunal in all the appeals would show that the clauses of the said agreement, more so the one which have been highlighted before this Court and also in the grounds of appeal before the Appellate Tribunal and are very material for the determination of the cases, have not been taken into consideration while passing the final order. There is no finding of the Appellate Tribunal that the clauses of the said agreement are not binding on the parties and are not required to be taken into consideration. Thus, this Court is of the opinion that the Appellate Tribunal, while finally adjudicating the case, has missed an important issue which would be required to be taken into consideration before the rights of the parties in the first appeal filed by the appellant are finally adjudicated.

13. Keeping in view the abovesaid facts and circumstances, this Court is of the view that all the present appeals deserve to be partly allowed and the orders passed by the Appellate Tribunal in all the cases deserve to be



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set aside and are accordingly set aside and the Appellate Tribunal is requested to decide the appeals filed by the present appellants afresh after taking into consideration the abovesaid clauses of the agreement and all other aspects.

14. The parties through their counsel/personally would appear before the Appellate Tribunal on 15.01.2026.

15. It is made clear that this Court has not opined on the merits of the exact number of days of which the benefit is to be given to the appellant and it would be open to all the parties to raise all the pleas on the said aspect as well as on all other aspects before the Appellate Tribunal and the Appellate Tribunal would decide the appeals afresh independently, in accordance with law.

16. It would be relevant to note that on 03.07.2025, this Court was pleased to pass the following order:-

*“Present: Mr.Kunal Dawar, Advocate
for the appellant.*

Notice of motion for 22.09.2025.

The amount of pre-deposit made by the present appellant before the Ist Appellate Court would be released to the complainant, if not already released, subject to the decision of the present appeal and also subject to the complainant furnishing adequate security for the same.

July 03, 2025”

Similar orders were passed in all the cases.

17. It has been brought to the notice of this Court that the complainant in all the above said cases have not got the amount released and



the same is lying before the Authority at Gurugram. The Authority at Gurugram is directed to put the said amount in all the cases in a Fixed Deposit bearing the highest rate of interest and the said amount would not be released till the time the Appellate Tribunal decides the matter afresh and would be released after the decision of the Appellate Tribunal, in accordance with the decision of the Appellate Tribunal.

18. Pending applications, if any, stand disposed of.

December 24th, 2025
Puneet

(VIKAS BAHL)
JUDGE

Whether speaking/reasoned	:	Yes
Whether reportable	:	Yes

Annexure-A-1

S.No.	Appeal No.	Case title	Project	A Due Date as per BBA	B Due date as per RERA Order (6 months COVID 1 st Wave granted) 25.03.2020-24.06.2020	C Delay as per RERA order (in days)	D Construction Ban days Due to Court(s) and GRAP Orders	E Delay if construction ban days granted	F Delay if 3months COVID 2 nd Wave is allowed (60 days) 01.04.2021-30.06.2021	G OC	H Offer of Possession
1	92/2025	SIGL Vs. PRAVEEN KUMAR GUPTA	MILLENNIA	21-08-2021	21-02-2022	418	203	215	125	25.01.2023	15.02.2023
2	100/2025	SIGL Vs. LAXMI NARAIN & ANR.	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
3	101/2025	SIGL Vs. BALBIR SINGH NARWAL	MILLENNIA	21-08-2021	21-02-2022	420	203	217	127	25.01.2023	17.02.2023
4	102/2025	SIGL Vs. ASAD ALI AND ANR.	MILLENNIA	21-08-2021	21-02-2022	456	203	253	163	25.01.2023	23.03.2023
5	103/2025	SIGL Vs. RAMPAL SINGH CHAUHAN	Signum 37D (Commercial of	30.08.2021	02-03-2022	417	203	214	124	25.01.2023	23.02.2023
6	104/2025	STERNAL BUILDCON PVT. LTD. Vs. RAJESH KUMARI	SERENAS	18-05-2021	18-11-2021	190	170	20	-70	25.03.2022	27.03.2022
7	108/2025	SIGL Vs. RENU ARORA	MILLENNIA	21-08-2021	21-02-2022	456	203	253	163	25.01.2023	23.03.2023
8	110/2025	SIGL Vs. KOMAL	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
9	111/2025	SIGL Vs. PUNIT KHANEJA	MILLENNIA	21-08-2021	21-02-2022	456	203	253	163	25.01.2023	23.03.2023
10	112/2025	STERNAL BUILDCON PVT. LTD. Vs. NIHARIKA MUKHERJEE	SERENAS	18-05-2021	18-11-2021	190	170	20	-70	25.03.2022	27.03.2022
11	113/2025	SIGL Vs. SUSHILA SANGWAN	MILLENNIA	21-08-2021	21-02-2022	456	203	253	163	25.01.2023	23.03.2023
12	121/2025	FOREVER BUILDTECH PVT. LTD. Vs. NARENDER KUMAR	ROSELIA	18-05-2021	18-11-2021	238	203	35	-55	06.05.2022	14.05.2022
13	122/2025	SIGL Vs. SHAHANA & ANR.	MILLENNIA	21-08-2021	21-02-2022	437	203	234	144	25.01.2023	04.03.2023
14	123/2025	SIGL Vs. NIKHIL WALIA AND ANR.	MILLENNIA	21-08-2021	21-02-2022	404	203	201	111	25.01.2023	01.02.2023
15	124/2025	STERNAL BUILDCON PVT. LTD. Vs. SAURABH DIXIT	SERENAS	18-05-2021	18-11-2021	190	170	20	-70	25.03.2022	27.03.2022
16	125/2025	Forever Buildtech Pvt. Ltd. V. Akhil Jain	ROSELIA	18-05-2021	18-11-2021	238	203	35	-55	06.05.2022	14.05.2022
17	128/2025	Sternal Buildcon Pvt. Ltd. V. Ameena Bano	SERENAS	18-05-2021	18-11-2021	190	170	20	-70	25.03.2022	27.03.2022
18	129/2025	STERNAL BUILDCON PVT. LTD. Vs. KAVITA MITTAL	SERENAS	18-05-2021	18-11-2021	190	170	20	-70	25.03.2022	27.03.2022
19	135/2025	SIGL vs. Devroop Guha	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
20	153/2025	SIGL vs Shiv Dayal Arora	SG Park IV	30-07-2022	NOT GRANTED	186	50	136	46	07.11.2022	01.12.2022
21	197/2025	SIGL vs. Chandra Mohan Upadhyay	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
22	198/2025	SIGL vs. Vashisht Arora	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
23	199/2025	SIGL vs. Nitin Jain	MILLENNIA	21-08-2021	21-02-2022	461	203	258	168	25.01.2023	28.03.2023
24	200/2025	SIGL vs. Gursharan Kaur Chadha	MILLENNIA	21-08-2021	21-02-2022	430	203	227	137	25.01.2023	27.02.2023
25	201/2025	SIGL vs. Priyank Kumar Sharma and Anr.	MILLENNIA	21-08-2021	21-02-2022	453	203	250	160	25.01.2023	20.03.2023
26	220/2025	SIGL vs Meena Godhvani	MILLENNIA	21-08-2021	21-02-2022	426	203	223	133	25.01.2023	23.02.2023
27	221/2025	SIG Homes vs Remzee Williams	SG Park II	25-01-2022	25-07-2022	277	47	230	140	22.11.2022	28.02.2023
28	222/2025	SIG Homes vs Neelima	SG Park II	31-03-2023	NOT GRANTED	409	104	305	215	29.02.2024	13.03.2024
29	224/2025	SIGL vs Rampal	MILLENNIA	21-08-2021	21-02-2022	426	203	223	133	25.01.2023	23.02.2023

No GRAP or NGT construction ban orders passed between 25.03.2020 - 30.06.2021 i.e. period for which extension on account of COVID 1G (1st and 2nd wave) is being sought

Details of Ban on Construction by orders of Hon'ble Supreme Court/ NGT/ Authorities

Sr. No.	Start Date	Stop Date	Days	Remarks
1.	01.11.2018	10.11.2018	10	Haryana State Polluting Control Board vide Notification no. HSPC B/MS/2018/2939 -52 dated 29.10.2018 closed all construction activities in Delhi and NCR Districts from 01.11.2018 to 10.11.2018 (Annexure A-3)
2.	24.12.2018	26.12.2018	3	Environment Pollution (Prevention and Control) Authority vide letter EPCA-R/2018L-113 dated 24.12.2018 closed all construction activities in Delhi NCR region from 24.12.2018 to 26.12.2018. (Annexure A-4)
3.	11.10.2019	14.02.2020	126	a) As per mandate received from Environment Pollution (Prevention and Control) Authority vide letter EPCA-R/2019/L-42 dated 09.10.2019 directions were issued to combat pollution, pursuant to which Commissioner of Municipal Corporation, Gurugram issued direction to Challan / FIR against construction activities from 11.10.2019 till 31.12.2019 (Annexure A-5) b) The Hon'ble Supreme Court vide order dated 04.11.2019 passed in WP(Civil)/ 13029/1985 titled as "MC Mehta vs Union of India" completely banned all construction activities in Delhi NCR and the same was recalled vide its order dated 14.02.2020. (Annexure A-6 (Colly))
4.	25.03.2020	24.09.2020	180	<u>6 months Covid Benefit granted by Ld. Authority, Gurugram in light of notification no. 9/3-2020 dated 26.05.2020 for projects having completion date on or after 25.03.2020 on account of force majeure conditions due to outbreak of Covid-19 pandemic (Annexure A-19)</u>
5.	01.04.2021	30.06.2021	90	<u>Ld. Authority Panchkula as per Resolution dated 02.08.2021 granted 3 months extension from 01.04.2021 to 30.06.2021 due to second wave of COVID as force majeure event. (Annexure A-21).</u>

6.	16.11.2021	21.11.2021	5	a) The Hon’ble Supreme Court vide order dated 15.11.2021 passed in WP(Civil)/1135/2020 titled as “Aditya Dubey (Minor) & Anr. v. Union of India & Ors.” directed Principal Secretaries of State of UP, Punjab, Haryana and Delhi to attend and make submissions before the Commission for Air Quality Management in National Capital region and Adjoining Areas regarding control of Air pollution. (Annexure A-7) b) Pursuant to which Commission for Air Quality Management in NCR vide F.No. A-110018/01/2021-CAQM/1461-1486 issued mandate dated 16.11.2021 to ban construction from 16.11.2021 till 21.11.2021. (Annexure A-8)
7.	24.11.2021	20.12.2021	26	a) The Hon’ble Supreme Court vide order dated 24.11.2021 in WP(Civil)/1135/2020 titled as “Aditya Dubey (Minor) & Anr. v. Union of India & Ors.” re-imposed ban on construction activities in NCR until further orders. (Annexure A-9) b) The Hon’ble Supreme Court vide order dated 16.12.2021 in WP(Civil)/1135/2020 titled as “Aditya Dubey (Minor) & Anr. v. Union of India & Ors.” Observed that the Commission for Air Quality Management in NCR and Adjoining Areas shall take the decision on construction ban. Pursuant to which on 20.12.2021, the Commission for Air Quality Management in NCR and Adjoining Areas issued a mandate no. vide F.No. A-110018/01/2021-CAQM/ 5283-2302 permitting the construction activities to resume with immediate effect. (Annexure A-10 (Colly))
8.	29.10.2022	14.11.2022	16	a) Commission for Air Quality Management in NCR passed order dated 29.10.2022 under Stage -III of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ and stopped all Construction and Demolition activities. (Annexure A-11)

				b) Vide order dated 14.11.2022 revoked the actions under Stage-IV of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ after considering improvement in air quality of Delhi. (Annexure A-12)
9.	04.12.2022	07.12.2022	3	a) Commission for Air Quality Management in NCR passed order dated 04.12.2022 under Stage -III of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ and stopped all Construction and Demolition activities. (Annexure A-13) b) Vide order dated 07.12.2022 revoked the actions under GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ after considering improvement in air quality of Delhi. (Annexure A-14)
10.	30.12.2022	04.01.2023	5	a) Commission for Air Quality Management in NCR passed order dated 30.12.2022 under Stage-III of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ and stopped all Construction and Demolition activities. (Annexure A-15) b) Vide order dated 04.01.2023 revoked the actions under of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ after considering improvement in air quality of Delhi. (Annexure A-16)
11.	06.01.2023	15.01.2023	9	a) Commission for Air Quality Management in NCR passed order dated 06.01.2023 under Stage -III of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ and stopped all Construction and Demolition activities. (Annexure A-17) b) Vide order dated 15.01.2023 revoked the actions under Stage-IV of GRAP (Graded Response Action Plan) – ‘Severe Air Quality’ after considering improvement in air quality of Delhi. (Annexure A-18)
Total			203 Days	