



2025:DHC:11748



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: 17th September, 2025
Pronounced on: 22nd December, 2025

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W.P.(CRL.) 2620/2024 & CRL.M.A. 25656/2024

CHANDERLOK NAINTA & ORS.

.....Petitioners

Through: Mr. Rajeev Trivedi, Advocate

versus

STATE NCT OF DELHI & ORS.

...Respondents

Through: Mr. Rahul Tyagi, ASC (Crl.) for the State.

Mr. Anupam S. Sharma, SPP for CBI with Mr. Harpreet Kalsi, Mr. Ripudaman Sharma, Mr. Vashisht Rao, Ms. Riya Sachdeva and Mr. Vishesh Jain, Advocates.

Mr. Ripudaman Bhardwaj, CGSC with Mr. Amit Kumar Rana, Advocate for UOI.

Mr. Arvind Nayar, Senior Advocate with Ms. Anam Siddiqui, Ms. Sanjukta Kaushik, Advocates for R7 –R9

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Writ Petition under Article 226 of Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "Cr.P.C."*) has been filed for *directions to Central Vigilance Commissioner or any other competent authority for carrying out*



investigations against the Respondents, i.e. NBCC-MHG (Respondents No. 7 to 11) for blatantly violating the lawful directions issued by the Competent authorities like Bhagpat Baraut Khekra Development Authority (“BBKDA”), UP Pollution Control Board (“UPPCB”) and Electricity Department/DISCOM and also to *direct registration of FIR* against the culprits for their illegal acts against the Petitioners.

2. It is submitted by the Petitioners that ***Respondent No. 7/NBCC India Limited***, which is the wholly Government of India owned enterprise under the aegis of Ministry of Housing and Urban Affairs, along with ***Respondent No. 10/Hanuman Mahavir Realtors Private Limited*** in the year 2009, launched a residential Project, i.e. the site for the proposed Group Housing Complex, namely, *NBCC Town Phase-I at Delhi Saharanpur Highway, Khekra, Bhagpat, U.P.* on the land admeasuring 16.3655 acres.

3. Respondent No. 7/NBCC and Respondent No.10/Hanuman Mahavir Realtors Private Limited jointly and separately represented to the purchasers that they are absolute joint owners of the contiguous parcel of land admeasuring 16.3655 acres of land in *Bhagpat, Uttar Pradesh*. This joint venture obtained requisite approvals of layout plans from the local Authorities *vide* Letter dated 03.02.2009, 20.01.2007, 16.03.2007 at 25.05.2009. The Land project consisted of 17 towers and 1316 flats, one Shopping Complex having around 23 shops and three Schools.

4. The NBCC-MHG JV obtained Licenses for development of Group Housing on the plot. The advertisements were given in the newspaper by the Respondents, for allotment of flats by giving rosy picture to attract the customers. The Petitioners after reading the lucrative offer of Respondent No. 7 and 10, applied for allotment of flats in 2009, in the above said



Project. The Allotment Letters were duly issued to the Petitioners. The Petitioners deposited the installments timely in respect of their respective flats and those who failed to pay the installments in time, were charged interest @ 15% for the delayed period. The NOC was issued by BBKDA on 09.09.2010 for civil construction with terms and conditions as specified therein.

5. The timeline given for the delivery of the flats as mentioned in the Application Form, was 30.04.2013. However, despite all the assurances, the construction work was not completed in time. The Respondent No. 7 terminated the Agreement and forfeited EMD of Rs.1.60 crores of the contractor M/s Sumd Corporation as well as the material on the spot.

6. The Respondents were unable to complete the Project in time. This delay was admitted by Respondent No. 7, during the hearing before CIC on 07.07.2011. It is claimed that the conduct of NBCC constitutes neglect, omission and commissions, offending misconduct, injurious activities and fraudulent unusual choices causing various threats of coercion for illegal and illegitimate undertaking from Petitioners by Respondents No. 7 to 11, which amounted to *cheating, misrepresentation, breach of trust and fraud upon the innocent Petitioners*.

7. The Project was delayed for more than 24 months. The COVID-19 virus also spread and more than 03 years passed under the pandemic period. The BBKDA issued notices to Respondent No. 7 for durability and poor defective substandard construction, apprehending that some mis-happening could happen at any time. The BBKDA stated in their Notices that it would seal the flats and demolish them, if their structural stability audit was not done either by IIT Delhi or IIT Roorkee, but nothing was done.



8. The Petitioners have been living in these flats at their own risk with every likelihood of mishap, as has already happened in other Projects of NBCC and other builders. On 18.12.2014, NOC was issued by Uttar Pradesh Pollution Control Board for certain terms and conditions, but these conditions were not followed by Respondents No. 7 to 11.

9. The Completion Certificate was issued by BBKDA on 27.04.2015 with certain conditions to be complied by Respondent No. 7, but it has failed to comply with the conditions specified in NOC.

10. It is a matter of fact that some of the allottees have not been given possession till date, while some allottees have refused to take possession because of the defective substandard material used and the minimum basic commodities not being provided by the Respondents No. 7 to 11 till date.

11. The Respondent No. 7 to 11 started sending Letters of Possession in September and October, 2015, respectively. The allottees started taking possession of the Flats after execution of Conveyance Deed.

12. Thereafter, it was found that Respondents No. 7 to 11 had failed to provide minimum basic facilities/amenities as were promised and also failed to present the Audit Report and the Vigilance Report for the poor and defective conditions of the plant.

13. It is further submitted that the Maintenance work of the Project was looked after by NBCC Services Limited (NSL) from 2016 to 2021, which was poor and unsatisfactory. NBCC took over the maintenance work w.e.f. 01.01.2022 and is responsible till date, but their work is also unsatisfactory. It is claimed that the Petitioners have been cheated by Respondents No. 7 to 11 and till date, no RWA has been formed in the Society purely on account of Respondents No. 7 to 11.



14. On 07.03.2016, Respondent No. 7 issued Notice to the allottees for maintenance charges which w.e.f. 01.02.2016 for one year. A Meeting was held by Respondents No. 7 for the allottees on 28.06.2016, for resolution of the grievances but the meeting did not result in any tangible action.

15. Since 01.02.2016 till date, Respondent No. 7 has made various correspondence with the Petitioners for formation of RWA and Meetings, but till date, nothing has fructified. However, Respondent No. 7 wants to control of the Project to mint money from maintenance, electricity and other unwarranted expenses incurred by NBCC. To vindicate the stands till date, the rights of maintenance, etc. have not been transferred to RWA which is in complete violation of U.P. Government Apartment Act for which Respondents No. 12 to 14, are solely responsible. They have completely failed to act as per law.

16. On 13.02.2017, Notice was issued as per Clause 18 of Allotment/Application Form for revised maintenance charges unilaterally from time to time. Such Notices have been issued on their website in regard to repair of transformer at the cost of Rs.35 lacs, which is quite exorbitant. It is claimed that because of such acts of NBCC, Petitioners have suffered a lot.

17. The Petitioners make Complaints to Chief Vigilance Officer, NBCC for discrepancies, malfunctioning and misuse of fund of the allottees and also the poor construction and safety to the life of the allottees which are in danger, but no tangible action has been taken. Similar Letters have been written to PMO, MOHUA, CVC, etc., but none has paid any heed to resolve these issues.



18. The Petitioners then took the matter to BBKDA and its officials visited the complex to assess the situation. After inspection, BBKDA directed Respondent No.7 to conduct structural stability/safety audit either through IIT, Delhi or IIT, Roorkee, within time limit and file compliance report along with the photographs failing which, the demolition would be undertaken. Despite repeated reminders, no corrective actions have been taken.

19. It is also asserted that that for violation of NOC conditions by Respondents No. 7 to 11, the UPPCB took up this issue in December, 2022 as well as earlier; and *vide* its Letter dated 27.04.2023 took serious objection to the functioning of STP, not having solid waste system and other miscellaneous environmental issues within the complex.

20. Similarly, UP Electricity Authority i.e. *Pashchimanchal Vidyut Vitran Nigam Ltd. [PVVNL] (DISCOM)* issued various directions to Respondent No. 8/Chairman cum Managing Director (CMD) and Directors of NBCC, for not providing multipoint connection in the Complex, which is in violation of the directions issued on 10.08.2018 by U.P. Electricity Regulatory Code.

21. PVVNL has also raised some objections about the infrastructure of the Complex for which no corrective actions have been taken. The NBCC has also failed to provide detailed computation and audited Balance Sheets.

22. It is claimed that because of the delay in the Project and due to gross negligence and carelessness of Respondents No. 7 to 14 and malfunctioning in the construction of the Project, it is not feasible for inhabitants to live in their flats. The Respondents have received their payments as per schedule, but they have violated the terms of they have but they have failed to honor



their commitments given in the Allotment Letter and the Application Form. There is breach of contract under the Indian Contract Act.

23. It is further submitted that the construction of 787 flats at 37-D, Green View Apartment, Gurugram were found to be defective by IIT, Delhi and was forcefully got vacated by DMDA and DC of Gurgaon and the owners left helpless and without their flats.

24. The *National Consumer Dispute Redressal Commission directed refund of their amounts of deposit with 9% of interest.* However, no FIR was registered and no punitive action was taken against the culprit.

25. It is submitted that the Petitioner are suffering from 2010 despite having paid all the installments of the loan to the bank and friends with interest, but they are still not being able to enjoy their property as they have been cheated by Respondents No. 7 and 10.

26. *It is, therefore, submitted that the matter be investigated by CBI, CVC or any other competent authority and FIR be directed to be registered against the culprit.*

27. **Learned Counsel on behalf of the Petitioners** has argued about the shortfalls and the poor construction of the flats by the NBCC and Respondent No. 10.

Submission heard and record perused.

28. Essentially, what emerges from the averments made in the Petition, is that the Petitioners had applied for allotment of the Flat in the Housing Project undertaken by the Respondent No. 7/NBCC India Ltd. and Respondent No. 10/Hanuman Mahavir Realtors Pvt. Ltd. The construction of the flats was accordingly done. Though there may have been some delay in the completion and delivery of flats by 30.04.2013, as had been stated in



their Agreement, but NOC was given by UPPCB on 18.12.2014 and the Completion Certificate by BBKDA on 27.04.2015. The Possession Letters were issued from 09.10.2015 and the possessions of the flats were taken by the Petitioners for which Sale Deeds were duly executed in 2015.

29. The Petitioners' allegations center on the quality of construction, deficiencies in basic amenities and the alleged reluctance of NBCC to facilitate formation of an RWA or to hand over maintenance. Complaints have also been made concerning the imposition of Maintenance Charges and the alleged misuse of funds by NBCC, who are alleged to be mis-appropriating the funds of the flat owners.

30. However, all these assertions pertain to matters of Contract, quality of service, and post-possession management, issues that are fundamentally civil in nature and involve disputed questions of fact.

31. Furthermore, the prayer is that the FIR be directed to be registered, which cannot be done while exercising the jurisdiction under Article 226/227 of the Constitution of India. A direction cannot ordinarily be issued in writ jurisdiction, particularly where the allegations arise from a commercial or contractual relationship and the facts require evidentiary examination.

32. In case the Petitioners believe that the acts complained of disclose the commission of cognizable offences, the appropriate statutory remedy lies under the Cr.P.C./BNSS before the competent Magistrate. Likewise, for issues relating to construction quality, delay, amenities, or maintenance, the Petitioners may seek redressal before the appropriate civil forum, Consumer Forum, Regulatory Authority, or any other statutory mechanism for redressal of their grievance.



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33. No direction as sought for registration of FIR, can be given in the present Writ Petition, which is accordingly **dismissed**.
34. Pending Application(s) are accordingly, disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

DECEMBER 22, 2025

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