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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 6318/2026 and CM APPL. 30980/2026, CM APPL. 30981/2026

Date of Decision: **11.05.2026**

IN THE MATTER OF:

ANUJ GOYAL

.....Petitioner

Through: Mr. Mohit Chaudhary, Mr. Kunal Sachdeva and Mr. Lakshay Yadav, Advocates.

versus

NBCC (INDIA) LIMITED & ANR.

.....Respondent

Through: Mr. Sarfaraz Khan, Mr. Mirza Amir Baig, Mr. A.Wahid Mashaal, Advocates for R-2.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petition is for the following reliefs:

“A. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 1 NBCC (India) Limited directing it to forthwith cause the execution of the Builder Buyer Agreement (BBA) in the format as may be approved by this Court or as may be mutually agreed, between the Petitioner/Petitioner's nominees/sub-allottees and the Court Appointed Receiver/NBCC, without further delay or conditions, and/or

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B. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 2 UCO Bank directing it to forthwith provide to the Petitioner certified copies of the bank account statements of the designated Supreme Court monitored account titled "Receiver Amp New Unit Sale of Golf Homes Phase II" for the period from June 2025 to date, and further to provide monthly statements on a regular basis, and/or

C. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 1, NBCC (India) Limited directing it to forthwith provide the Petitioner with a fully constructed and finished Sample Flat (3BHK and 4BHK), gallery space and site office at the Aspire Golf Homes (Phase-II) project site, within a fixed timeline to be determined by this Court, and/or

D. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 1 NBCC (India) Limited restraining it from floating any Channel Partner tenders, sub-auction notices or small lot tenders for the inventory comprised in the 2 towers namely Ganga and Saraswati retained with Respondent No.1, or from engaging or permitting any Channel Partners to market or sell units from the said 2 towers, thereby creating unfair competition with the Petitioner, and/or

E. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 1 NBCC (India) Limited directing it to ensure that construction at the Aspire Golf Homes (Phase-II) project strictly follows the approved "list of makes" and "schedule of finishes" as per the tender/project specifications, to permit the Petitioner to appoint an independent third-party quality control agency to monitor construction quality, and to undertake forthwith rectification of the identified deficiencies including concrete leaks and substandard structural elements, and/or

F. Issue a Writ of Mandamus or any other appropriate writ, order or direction to Respondent No. 1 NBCC (India) Limited and/or the Court Appointed Receiver directing that the amount of Rs. 1,30,84,73,835/- (Rupees One Hundred Thirty Crores Eighty-Four Lakhs Seventy-Three Thousand Eight Hundred Thirty-Five) being the balance amount of the forfeited EMD of M/s Mansan Builders Private Limited and as specifically referred to and assigned by Mansan Builders Pvt. Ltd. vide letter dated 20.01.2026 be forthwith credited towards the Petitioner's payment account under the LOI dated 14.07.2025, thereby reducing the Petitioner's outstanding payment liability by the said amount, and/or

G. Issue a Writ of Certiorari or any other appropriate writ, order or direction quashing the Show Cause Notice dated 20.03.2026 issued by the Court Appointed Receiver, insofar as it threatens cancellation of the LOI dated 14.07.2025 and forfeiture of the amounts deposited by the Petitioner, as the said notice is arbitrary, violative of Article 14 of the

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Constitution, violative of the principles of natural justice, and has been issued without taking into account the Respondent No. 1's own reciprocal obligations and defaults, and/or

H. Issue a Writ of Mandamus or any other appropriate writ, order or direction directing Respondent No. 1, NBCC (India) Limited, to forthwith frame, notify and implement a clear, transparent and time-bound procedure/guidelines for transfer of flats from the first allottee to subsequent allottees, as contemplated under the tender document, so as to prevent further prejudice to the Petitioner and bona fide allottees.

I. Issue a Writ of Mandamus or any other appropriate writ, order or direction directing the Respondent No.1 to permit branding of the project as "FABLUXE / Forbes Global Properties"

J. Issue a Writ of Mandamus or any other appropriate writ, order or direction directing Respondent No. 1, NBCC (India) Limited, to respond to all written communications, emails and representations submitted by the Petitioner within a fixed and reasonable time frame, preferably within 7 days, and to ensure timely and effective coordination on all operational and contractual issues, so as to prevent disruption in communication and to facilitate smooth execution of the tender obligations.

K. Pass such other and further orders and directions as this Hon'ble Court may deem fit and proper in the facts and circumstances of this case."

2. The facts in brief are that the petitioner claims to have successfully purchased 1,233 residential units across nine towers of the project 'Aspire Golf Homes' (Phase-II), situated at Sector-4, Greater Noida (West), Uttar Pradesh, through a bulk e-auction conducted on 27.06.2025 by respondent No.1, NBCC (India) Limited. The total consideration is stated to be Rs. 2,640,11,56,740/-. A Letter of Intent ('LoI') dated 14.07.2025 also seems to have been issued in favour of the petitioner by the Court Appointed Receiver.

3. The petitioner contends that despite having made cumulative payments exceeding Rs. 700 Crores, which is far ahead of several payment milestones, and even before the sale of a single flat, respondent No.1 has committed various breaches and omissions. The petitioner has precisely

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formulated the points of challenge in his petition which are extracted as under:

- “(a) failed and refused to execute the Builder Buyer Agreement (“BBA”),*
- (b) failed to provide a Sample Flat and gallery space at the project site,*
- (c) allowed use of inferior quality construction material at the site contrary to approved specifications,*
- (d) float arbitrary Channel Partner tenders for the same inventory in direct competition with the Petitioner,*
- (e) failed to credit the Rs. 130 Crores (Mansan Builders debit note) towards the Petitioner's account,*
- (f) failed to permit branding of the project as “FABLUXE / Forbes Global Properties”*
- (g) failed to clearly set out and follow a proper, simple and time-bound process for transferring flats from the first buyer to another buyer, as already allowed under the tender”*

4. Mohit Chaudhary, learned counsel for the petitioner, has vehemently argued that this Court has the territorial jurisdiction to entertain the writ petition. He has drawn the attention of this Court to certain clauses of the Notice Inviting Tender (NIT) to submit that the pre-bid meeting and the submission of documentation took place within the jurisdiction of this Court. He has also pointed out that the designated bank account, where all payments are required to be deposited, is maintained with UCO Bank at its Supreme Court Branch, Tilak Marg, New Delhi, which is also within the territorial limits of this Court. Learned counsel has relied upon the decision of this Court in *Sterling Agro Industries Ltd. v. Union of India*,¹ and various other judgments to contend that even if a part of the cause of action has arisen within the jurisdiction of this Court, this Court can entertain the writ petition.

5. Mr. Chaudhary is correct in arguing that a petition before this Court

¹ (2011) SCC OnLine Del 4274.



shall be maintainable if a part of cause of action has arisen within the jurisdiction of this Court. There is no cavil with the said position of law. Thus, the authorities relied upon by Mr. Chaudhary may not be gone into. However, the decision of this Court rests upon principles, *inter alia*, concerning the writ jurisdiction being inherently discretionary as also the settled principles of *forum conveniens*.

6. A perusal of the above-narrated facts reveal that the LoI was issued in relation to the Project situated at Greater Noida (West), Uttar Pradesh. The alleged breaches, failure in executing the BBAs, failure to provide sample flats, use of inferior construction material, and the Show Cause Notice purportedly “*threatening*” forfeiture, all pertain to the said Project. Notably, all these actions have taken place in Uttar Pradesh.

7. The two-fold reason to invoke the jurisdiction of this Court is that respondent No.1, NBCC (India) Limited, is situated within the jurisdiction of this Court, and that the designated UCO Bank account is maintained in its Supreme Court Branch in Delhi.

8. This Court in *The Indure Pvt. Ltd. v. Government of NCT of Delhi*,² took note of the decisions in *Sterling Agro Industries Ltd.* (supra), *Shristi Udaipur Hotels v. Housing and Urban Development Corp.*,³ *Riddhima Singh v. Central Board of Secondary Education*,⁴ *Smt. Manjira Devi Ayurveda Medical College and Hospital v. Uttarakhand University of Ayurveda and Ors.*,⁵ *Michael Builders and Developers Pvt. Ltd. v.*

² 2026:DHC:1605.

³ 2014 SCC OnLine Del 2892.

⁴ 2023 SCC OnLine Del 7168.

⁵ 2024:DHC:6903-DB

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National Medical Commission and Ors.,⁶ which declare that the situs of the head office/registered office of the respondent, does not determine whether the Court has the requisite territorial jurisdiction to entertain a writ petition.

9. The Court in *The Indure Pvt. Ltd.* importantly noted, at para. 36:

“36. A petitioner who approaches this Court to assail a decision of an authority situated in Delhi, when the underlying cause for the said decision lies elsewhere, effectively attempts to make this High Court a mini-pan-India Superior Court exercising jurisdiction over all events which take place throughout this Country. There is no gainsaying with the proposition that every High Court is competent to adjudicate upon a lis which arises from events or actions taking place within its territory. Merely because the ultimate order, which is based on events taking place outside Delhi and takes cognizance of actions outside of Delhi, is passed within the jurisdiction of this Court, a writ petition ought not be entertained by this Court.”

10. On the issue of a claimant approaching this Court on the sole-ground of the respondent-authority being situated within the jurisdiction of this Court, it was observed at para. 37-38:

“37. Naturally, being the capital of the Country, various authorities and bodies having pan-India jurisdiction would be located within the jurisdiction of this Court. Merely because the decision making authority happens to be in Delhi, ought not to be the sole reason to entertain a lis in this Court. The decision, no doubt, may be passed in the national capital, but it is usually against persons situated outside Delhi; and even more importantly, for actions which took place beyond the borders of this Court. The act of giving a hearing in Delhi, or the passing of an order in Delhi, is merely a result of a body/authority being situated in the national capital, it has nothing to do with the lis, the offending action, the legal injury or the foundational facts on the basis of which action is being taken.

38. The case-law cited above, makes repeated reference to “dominant facts”, and facts which are “material, essential and integral” to the lis in question. In most cases, the fact that the order is passed, or the head office is located, or that opportunity of hearing was afforded, within the jurisdiction of this Court is completely immaterial, non-essential, and non-integral to the dispute in question. Any of the aforementioned three aspects could

⁶ 2024:DHC:7146.



very well have taken place in another part of the Country, it is for the sole reason that Delhi is the national capital, that, in most cases these factors get connected to the jurisdiction of this Court. From another lens, it may be seen that regardless of what the underlying facts or legal injury/infringement may be, the order impugned would, in an overwhelming number of cases be passed from Delhi. If this be the case, can this constant factum, which shall remain present in each case, be considered a “dominant fact” or a “material, essential and integral” fact? The answer must be in the negative.”

11. Ultimately, the Court concluded that the substance of a matter must be adjudged, and not the unchanging constant which is present in every petition against a state-authority, to arrive at a conclusion on whether to entertain a petition in the context of territorial jurisdiction and *forum non conveniens*. At para. 42 this Court observed:

“42. It is the substance of the matter which the Court must consider in determining the connection with Delhi. An order being passed by an authority in Delhi is an unchanging constant. This static/uniform facet, which is unmoved by the nature of the lis, ought not to determine where territorial jurisdiction would lie.”

12. The fact that respondent No.1, NBCC (India) Limited, is situated within the jurisdiction of this Court, and that the designated UCO Bank account is maintained in its Supreme Court Branch in Delhi, are merely incidental and ancillary facts which arise out of the project which is situated in Uttar Pradesh. The material, integral and essential part of the cause of action has, thus, arisen outside the jurisdiction of this Court.

13. There may, however, be a part of cause of action which has arisen in Delhi. The same should not be the sole reason to entertain the instant petition. The Supreme Court in the case of ***Kusum Ingots & Alloys Ltd. v. Union of India and Anr.***,⁷ has held that even if a small part of the cause of action has arisen within the territorial jurisdiction of the High Court, the

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same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of *forum conveniens*. The material portion of the afore-noted decision reads as under:

“Forum conveniens

30. We must, however, remind ourselves that even if a small part of cause of action arises within the territorial jurisdiction of the High Court, the same by itself may not be considered to be a determinative factor compelling the High Court to decide the matter on merit. In appropriate cases, the Court may refuse to exercise its discretionary jurisdiction by invoking the doctrine of *forum conveniens*. [See *Bhagat Singh Bugga v. Dewan Jagbir Sawhney* [AIR 1941 Cal 670 : ILR (1941) 1 Cal 490] , *Madanlal Jalan v. Madanlal* [(1945) 49 CWN 357 : AIR 1949 Cal 495] , *Bharat Coking Coal Ltd. v. Jharia Talkies & Cold Storage (P) Ltd.* [1997 CWN 122] , *S.S. Jain & Co. v. Union of India* [(1994) 1 CHN 445] and *New Horizons Ltd. v. Union of India* [AIR 1994 Del 126] .]”

14. In view of the above, petition stands dismissed. Liberty is, however, granted in favour of the petitioner to approach the jurisdictional High Court to agitate the instant *lis*, if so advised.

15. All rights and contentions of the parties are left open.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

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⁷ (2004) 6 SCC 254.