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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Date of Decision: 19.05.2026*

(45)

\+ **LPA 383/2026 & CM APPL. 33919/2026**

RANDHIR SINGH AND ANR .....Appellants

Through: Mr. Rakesh Kumar, Mr. Prabhat Kaushik, Mr. Ashish Kumar and Mr. Rishit Kumar, Advocates.

versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION DELHI AND ANR .....Respondents

Through: Mr. Ray Vikram Nath, Mr. Harshvardhan Jha, Ms. Riyal Suryanshi, Advocates for NBCC along with Mr. Sarvesh Kumar Chaubey, Manager, NBCC.

Mr. Akash Chatterjee, SPC for R-2.

(46)

\+ **LPA 384/2026 & CM APPL. 33921/2026**

S.C KAUSHIK AND ANR .....Appellants

Through: Mr. Rakesh Kumar, Mr. Prabhat Kaushik, Mr. Ashish Kumar and Mr. Rishit Kumar, Advocates.

versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION DELHI AND ANR .....Respondents

Through: Mr. Ray Vikram Nath, Mr. Harshvardhan Jha, Ms. Riyal Suryanshi, Advocates for NBCC along with Mr. Sarvesh Kumar Chaubey, Manager, NBCC.

(47)

\+ **LPA 386/2026 & CM APPL. 33971/2026**

ANIL KAPOOR AND ANR .....Appellants

Through: Mr. Rakesh Kumar, Mr. Prabhat

Kaushik, Mr. Ashish Kumar and Mr. Rishit Kumar, Advocates.

versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION AND ANR .....Respondents

Through: Mr. Ray Vikram Nath, Mr. Harshvardhan Jha, Ms. Riyal Suryanshi, Advocates for NBCC along with Mr. Sarvesh Kumar Chaubey, Manager, NBCC.
Ms. Arunima Dwivedi, CGSC with Ms. Himanshi Singh and Ms. Monalisha Pradhan, Advocates for R-2.

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE TEJAS KARIA

TEJAS KARIA, J. (*Oral*)

CM APPL. 33920/2026 in LPA 383/2026;
CM APPL. 33922/2026 in LPA 384/2026; and
CM APPL. 33972/2026 in LPA 386/2026

1. These Applications have been filed under Section 5 of the Limitation Act, 1963 seeking condonation of delay in filing the respective Letters Patent Appeals.

2. Having considered the averments made the Applications, the same are allowed. The delay caused in filing the present Appeals is hereby condoned.

3. The Applications stand disposed of.

LPA 383/2026, LPA 384/2026 and LPA 386/2026

4. This batch of *intra court* Appeals has been filed assailing the common order dated 13.01.2026 ("**Impugned Order**") passed in W.P.(C) Nos. 10048/2024, 1151/2025 and 10575/2024 ("**Writ Petitions**"), whereby the

Writ Petitions filed by the Appellants were disposed of while reserving the liberty to the Appellants to take any other alternate remedy, if available in law.

5. The Appellants booked apartments in a project for construction of Group Housing Residential Apartments namely 'NBCC Green View Apartments', which was constructed at Sector 37-D, Gurgaon, Haryana ("**Project**"). The Appellants paid the booking amount, and the apartments were allotted to the Appellants by Respondent No. 1 in November 2012.

6. In October 2017, Respondent No. 1 issued an offer of possession letter to the Appellants. The Appellants paid total consideration amount by October 2017, and Respondent No. 1 had issued a no due certificate to the Appellants in November 2017. In December 2017 / January 2018, Respondent No. 1 issued a possession certificate to the Appellants.

7. On 06.10.2021, the structural experts from IIT Delhi filed a verification report dated 06.10.2021 for the Project and declared the apartments of the Appellants to be not fit for residential purpose. On 17.02.2022, the District Magistrate-cum-Chairperson of District Disaster Management Authority, Gurgaon ("**DDMA**"), on application by Respondent No. 1 passed an order directing the apartment owners to vacate the apartments within 15 days and also required Respondent No. 1 to refund the total considerations with lawful interest within one month and arrange temporary accommodation within 48 hours till the remittance of refund to the apartment owners.

8. *Vide* email dated 26.02.2022, Respondent No. 1 confirmed that it would continue to pay rent until the final settlement. Thereafter, *vide* letter dated 26.04.2022, Respondent No. 1 assured all residents of the Project, including the Appellants, that a uniform settlement policy would be adopted

without any differential treatment. However, on 29.07.2022, Respondent No. 1 issued the 1st Buy Back Offer Letter, offering to refund only the principal amount paid by the Appellants, without any interest or compensation. According to the Appellants, this offer was contrary to the directions of the DDMA, which had required refund of the amount along with interest. Consequently, the Appellants, *vide* reply letter dated 23.08.2022, objected to the said offer on the ground that it was unilateral and one-sided, and further sought reimbursement of the cost of interior work, interest on the amounts paid to Respondent No. 1 in terms of the DDMA order, as well as compensation for harassment, mental agony, and litigation expenses.

9. *Vide* letter dated 08.09.2022, Respondent No. 1 stated that the buy-back offer issued on 29.07.2022 was reasonable and would remain open for acceptance for a period of four weeks only. It was further stated that, notwithstanding the earlier undertaking to pay rent until the final settlement, rent would be paid only for a period of three months, i.e., up to 30.11.2022, on the ground that rental payments could not be continued in perpetuity.

10. In February 2023, Respondent No. 1 sent a 2nd Buy Back Offer to the Appellants offering to pay:

a. Total payment for the apartments at the rate of ₹5100 per square feet (all inclusive except PLC, if any) and the PLC paid, if any, shall be refunded at actual;

b. The rate of payment *qua* cancellation, i.e., @ ₹5100 per square feet shall include all costs (except PLC paid, if any) / charges / amounts paid by the Appellants.

11. The said offer also stated that the total amount shall constitute a 'One-Time Full and Final Settlement' between the Appellants and Respondent No. 1. The said offer also stated that by agreeing to the terms, the Appellants also agree to execute the Cancellation Letter and provide Respondent No. 1 with all further documentary assistance required in order to give effect to the proposal and also withdraw all legal proceedings / claims / complaints etc., against Respondent No. 1.

12. The Appellants assert that, as they had received no effective relief and were retired Government employees, they were left with no alternative but to approach Respondent No. 1, particularly since payment of rent had ceased with effect from 30.11.2022. Accordingly, the Appellants executed the Acceptance-cum-Declaration Memorandum ("**Memorandum**") prepared by Respondent No. 1, which, according to the Appellants, was one-sided and operated solely in favour of Respondent No. 1. It is the Appellants' case that they were in a position of helplessness and were compelled to sign the Memorandum.

13. On 19.03.2024, Respondent No. 1 addressed a communication to certain other allottees of the Project stating that it was willing to reconstruct the Project and hand over possession of the reconstructed apartments to such allottees. Thereupon, the Appellants approached Respondent No. 1 seeking similar compensation; however, the said request was declined by Respondent No. 1.

14. The Appellants addressed several communications to Respondent No. 1 seeking compensation on the ground that Respondent No. 1 had failed to adhere to the Uniform Settlement Policy and had, instead, introduced a new buy-back policy contemplating reconstruction of the Project and allotment

of newly constructed apartments to certain allottees of the Project. Some of the Appellants also attended a meeting convened by the Chairman of Respondent No. 1 on 27.03.2024. During the said meeting, the Appellants were requested to submit a request letter seeking re-allotment of apartments in the new project.

15. Even though some of the Appellants submitted request letters for re-allotment of apartments in the new project and thereafter sent reminder communications, Respondent No. 1 did not respond to the requests made by the Appellants.

16. In the aforesaid circumstances, the Appellants instituted the Writ Petitions seeking a direction to the Respondents to re-allot apartments to the Appellants in accordance with the Uniform Settlement Policy, without any differential treatment, as adopted by the Respondents *vide* letter dated 26.04.2022; and, in the alternative, to compensate the Appellants on parity with the other allottees of the Project in terms of the orders dated 08.05.2024 passed in W.P.(C) 824/2023 and 12.07.2024 passed in W.P.(C) 6583/2021.

17. The learned Single Judge, *vide* the Impugned Order, observed that the dispute essentially arose out of a private contract and bore the character of a civil dispute. It was further observed that the Appellants had accepted a full and final settlement in terms of the Memorandum. The learned Single Judge held that the question whether the said settlement was procured by fraud or coercion constituted a disputed question of fact and, therefore, could not be adjudicated in exercise of writ jurisdiction.

18. The Impugned Order further records that, if any policy of Respondent No. 1 had been violated and if the Appellants had been unlawfully denied its benefits, such issues would require adjudication after affording the parties an

opportunity to lead evidence and be heard. The learned Single Judge held that such an exercise was not warranted in proceedings under Article 226 of the Constitution of India, 1950 ("**Constitution**") and, accordingly, disposed of the Writ Petitions while reserving liberty to the Appellants to avail any other alternative remedy available in law.

19. Learned counsel for the Appellants submitted that the present Appeals assail a policy decision of Respondent No. 1 and the subsequent discriminatory manner of its implementation, and that this Court, in exercise of its jurisdiction under Article 226 of the Constitution, possesses the authority to review arbitrary policy shifts adopted by the Respondents.

20. Learned counsel for the Appellants further submitted that the learned Single Judge erred in treating the matters as mere contractual disputes, whereas the challenge was directed against the Uniform Settlement Policy dated 26.04.2022 and the alleged breach of the doctrine of promissory estoppel. It was contended that the Respondents, being "State" within the meaning of law, could not act in a discriminatory manner by extending different settlement terms to identically situated home buyers. It was further submitted that the Respondents had created an unreasonable classification lacking any intelligible differentia, contrary to settled principles of law laid down by the Supreme Court.

21. Learned counsel for the Appellants submitted that Respondent No. 1 was bound by its written assurances dated 26.02.2022, to the effect that rentals would be paid until final settlement, and dated 26.04.2022, to the effect that a Uniform Settlement Policy would be followed. It was further submitted that the Impugned Order proceeded on an erroneous premise that the Appellants had challenged the Memorandum, whereas according to the

Appellants, their challenge was directed not against the Memorandum but against the Uniform Settlement Policy dated 26.04.2022 and the arbitrary, discriminatory and unconstitutional conduct of Respondent No. 1 in departing therefrom.

22. Learned counsel for the Appellants submitted that the learned Single Judge had decided an issue which was neither pleaded nor argued, and which did not arise on the facts of the present cases, thereby occasioning a jurisdictional error warranting interference in the present Appeals. Learned counsel for the Appellants further submitted that all the Appellants are retired or senior Government officials who had invested their life savings in purchasing residential apartments in the Project, and that, on account of alleged corruption, negligence and sub-standard construction by the officials of Respondent No. 1, the Project was declared structurally unsafe by IIT experts and the DDMA, resulting in forced evacuation, cessation of occupation and demolition of the buildings.

23. In view of the above submissions, the learned Counsel for the Appellants prayed that the Impugned Order be set aside and the prayer sought in the Writ Petitions be granted.

24. We have heard the learned Counsel for the Appellants.

25. The issue that arises for consideration in the present Appeals is whether, in the facts and circumstances of the cases, the learned Single Judge ought to have exercised writ jurisdiction while adjudicating the Writ Petitions.

26. It is not in dispute that the Appellants executed the Memorandum, whereby they accepted the offer extended by Respondent No. 1, in terms of which the allotment of the apartments in their favour stood cancelled and, in

lieu thereof, the Appellants received a One-Time Full and Final Settlement. Pursuant to the execution of the Memorandum, Respondent No. 1 released payment in accordance therewith.

27. After receipt of the payment under the Memorandum, the Appellants did not raise any grievance alleging coercion on the part of Respondent No. 1, nor did they assert that the Memorandum had been executed under compulsion. Having executed the Memorandum, it is now not open to the Appellants to resile from its terms.

28. Respondent No. 1 has contended in its reply to the Writ Petitions that the Appellants accepted the settlement offer of their own free will, without any pressure or influence from Respondent No. 1, and thereafter executed the Memorandum and received the full and final settlement amount in terms thereof.

29. Accordingly, the principal issue that is required to be determined is whether the Appellants were compelled or coerced into executing the Memorandum. Upon a consideration of the documents presently on record, no material is forthcoming to indicate the existence of any coercion or force on the part of Respondent No. 1. It was only after the Appellants became aware that Respondent No. 1 was offering apartments in the newly constructed project in lieu of the cancelled apartments in the Project that the Appellants have challenged the policy of Respondent No. 1 on the ground that it was arbitrary, discriminatory, and created two classes among similarly situated allottees of the Project.

30. Accordingly, the grievance of the Appellants is that Respondent No. 1 altered its policy after execution of the Memorandum and that such conduct is discriminatory, arbitrary, and illegal. However, that grievance can be

examined only if the execution of the Memorandum by the Appellants is first found to be vitiated by fraud or coercion. The plea of fraud and coercion has been advanced by the Appellants in the context of the subsequent policy under which, in place of monetary compensation, Respondent No. 1 is offering apartments in the newly constructed project.

31. The Appellants, having accepted compensation pursuant to the Memorandum, cannot challenge the subsequent policy unless they first establish that the Memorandum is invalid on account of fraud or coercion. It is well settled that such allegations cannot ordinarily be adjudicated in writ proceedings, as they involve disputed questions of fact. The learned Single Judge has, therefore, rightly observed that the appropriate remedy available to the Appellants lies before the competent Civil Court, where such issues may be effectively adjudicated. In these circumstances, the refusal to exercise writ jurisdiction cannot be faulted.

32. In view of the foregoing discussion, we are of the considered opinion that the Impugned Order suffers from no infirmity, particularly as it preserves the Appellants' liberty to avail such remedies as may be available to them in accordance with law. We, therefore, find no merit in the present Appeals. The Appeals are, accordingly, dismissed. There shall be no order as to costs.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 19, 2026
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