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

% *Date of Decision: 29.05.2026*

\+ **LPA 430/2026 & CM APPL. 37790/2026**

VINAY KUMAR GUPTA .....Appellant

Through: Mr. Prabhat Kaushik, Advocate along with Appellant-in-Person.

versus

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

Through: Mr. Ray Vikram Nath, Mr. Harshvardhan Jha & Mr. Riyal Suryavanshi, Advocate for NBCC.
Mr. Chetanya Puri- SPC along with Ms. Vidhi Gupta, Ms. Nisha Puri & Mr. Abhay Verma, Advocates for Respondent Nos.2/Union of India.

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

TEJAS KARIA, J. (*Oral*)

CM APPL. 37791/2026 (Condonation of Delay)

1. This Application has been filed under Section 5 of the Limitation Act, 1963 seeking condonation of delay in filing the present Letters Patent Appeal.

2. Having considered the averments made in the Application, the same is allowed. The delay caused in filing the present Appeal is hereby condoned.

3. The Application stands disposed of.

LPA 430/2026

4. The present *intra-Court* Appeal has been filed assailing the common order dated 13.01.2026 ("**Impugned Order**") passed in Writ Petition being W.P. (C) 7302/2024 ("**Writ Petition**"), whereby the Writ Petition filed by the Appellant was disposed of while reserving the liberty to the Appellant to take any other alternate remedy, if available in law.

5. The Appellant booked an apartment 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 Appellant paid the booking amount, and the apartment was allotted to the Appellant by Respondent No. 1 *vide* an allotment letter dated 17.12.2013.

6. On 27.12.2017, Respondent No. 1 issued an offer of possession to the Appellant. The Appellant paid total consideration amount by April 2018, and Respondent No. 1 issued a no dues certificate to the Appellant on 03.04.2018. On 19.01.2019, Respondent No. 1 issued a possession certificate to the Appellant.

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 apartment of the Appellant 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 Appellant, 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 Appellant, without any interest or compensation. According to the Appellant, this offer was contrary to the directions of the DDMA, which had required refund of the amount along with interest. Consequently, the Appellant, *vide* reply letter dated 20.08.2022, objected to the said offer on the ground that it was unilateral and one-sided, and further sought reimbursement of the cost of interior works, 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. On 10.02.2023, Respondent No. 1 again sent a letter to the Appellant offering payment in terms of the 1st Buy Back Offer Letter dated 29.07.2022, on the following terms and conditions:

a. an amount equal to the consideration paid by the Appellant for the apartment.

b. charges on delayed payment, if any, paid by the Appellant.

c. stamp duty and registration charges previously borne by the Appellant regarding the apartment.

11. The letter dated 10.02.2023 also stated that the total amount shall constitute a 'One-Time Full and Final Settlement' between the Appellant and Respondent No. 1. The said offer letter also stated that by agreeing to the terms, the Appellant 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 Appellant asserts that, as he had received no effective relief and is a retired Government employee, he was 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 Appellant executed the Acceptance-cum-Declaration Memorandum ("**Memorandum**") prepared by Respondent No. 1, which, according to the Appellant, was one-sided and operated solely in favour of Respondent No. 1. It is the Appellant's case that he was in a position of helplessness and was compelled to sign the Memorandum.

13. The Appellant further asserts that after the Appellant signed the Memorandum, Respondent No. 1 issued many offers of settlement in direct violation of Uniform Settlement Policy without Differential Treatment, providing for refund of principal amount along with 6% interest, stamp duty, registration charges and cost of interior works. According to the Appellant, despite being similarly situated, the Appellant was denied the benefit of such settlement offers without any justification, while other allottees were granted

the same. On 28.03.2024, the Appellant approached the Respondents seeking compensation in terms of the new buy-back offer in compliance of Uniform Settlement Policy adopted by the Respondents. However, the Respondents did not respond to the request made by the Appellant. Thus, Respondent No. 1 acted in a discriminatory manner and failed to maintain parity.

14. In the aforesaid circumstances, the Appellant instituted the Writ Petition seeking a direction to the Respondents to abide by the Undertaking dated 26.02.2022 to pay rent till settlement and issue directions to the Respondents to adopt Uniform Settlement Policy as per letter dated 26.04.2022 in settling the payment.

15. 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 Appellant 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.

16. The Impugned Order further records that, if any policy of Respondent No. 1 had been violated and if the Appellant 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 Petition while reserving liberty to the Appellant to avail any other alternative remedy available in law.

17. The learned Counsel for the Appellant submitted that the present Appeal assails 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.

18. The learned Counsel for the Appellant 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.

19. The learned Counsel for the Appellant 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 Appellant had challenged the Memorandum, whereas according to the Appellant, the 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.

20. The learned Counsel for the Appellant 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 Appeal. Learned counsel for the Appellant further submitted that the the Appellant is a retired Government official who had invested his life savings in purchasing residential apartment 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.

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

22. We have heard the learned Counsel for the Appellant.

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

24. It is not in dispute that the Appellant executed the Memorandum, whereby the Appellant accepted the offer extended by Respondent No. 1, in terms of which the allotment of the apartment in his favour stood cancelled and, in lieu thereof, the Appellant received a One-Time Full and Final Settlement. Pursuant to the execution of the Memorandum, Respondent No. 1 released payment in accordance therewith.

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

26. Respondent No. 1 has contended in its reply to the Writ Petition that the Appellant accepted the settlement offer of his 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.

27. Accordingly, the principal issue that is required to be determined is whether the Appellant was 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 Appellant became aware that Respondent No. 1 was providing for refund of principal amount along with 6% interest, stamp duty, registration charges and cost of interior works that the Appellant 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.

28. Accordingly, the grievance of the Appellant 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 Appellant is first found to be vitiated by fraud or coercion. The plea of fraud and coercion has been advanced by the Appellant in the context of the subsequent policy

under which, Respondent No. 1 is offering principal amount along with 6% interest, stamp duty, registration charges and cost of interior works.

29. The Appellant, having accepted compensation pursuant to the Memorandum, cannot challenge the subsequent policy unless it is first established 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 Appellant 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.

30. 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 Appellant's liberty to avail such remedies as may be available to them in accordance with law. We, therefore, find no merit in the present Appeal. The Appeal is, accordingly, dismissed. There shall be no order as to costs.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 29, 2026

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