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

+ W.P.(C) 7191/2024

PREM KUMAR SUBNANI AND ANRPetitioners

Through: Mr. Prabhat Kaushik, Advocate.

versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION
DELHI, & ANR.Respondents

Through: Ms. Arunima Dwivedi, CGSC with
Ms. Monalisha Pradhan & Ms. Priya
Khurana, Advocates for UOI.
Mr. Ray Vikram Nath, Mr.
Harshvardhan Jha, Ms. Riyal
Suryavanshi, Advocates along with
Mr. Sarvesh Kumar Chaubey,
General Manager of NBCC.
Ms. Sakshi Garg, Advocate.

+ W.P.(C) 10048/2024

RANDHIR SINGH & ANR.Petitioners

Through: Mr. Prabhat Kaushik, Advocate.

versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION
DELHI & ANR.Respondents

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

+ W.P.(C) 10575/2024



ANIL KAPOOR & ANR.

.....Petitioners

Through: Mr. Prabhat Kaushik, Advocate.
versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION &
ANR.

.....Respondents

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

+ W.P.(C) 7302/2024

VINAY KUMAR GUPTA

.....Petitioner

Through: Mr. Prabhat Kaushik, Advocate.
versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION
DELHI & ANR.

.....Respondents

Through: Mr. Chetanya Puri, SPC for R2/UOI.
Mr. Ray Vikram Nath, Mr.
Harshvardhan Jha, Ms. Riyal
Suryavanshi, Advocates along with
Mr. Sarvesh Kumar Chaubey,
General Manager of NBCC.

+ W.P.(C) 1151/2025

S C KAUSHIK & ANR.

.....Petitioners

Through: Mr. Prabhat Kaushik, Advocate.
versus

NATIONAL BUILDINGS CONSTRUCTION CORPORATION
DELHI & ANR.

.....Respondents

Through: Mr. Puneet Yadav, SPC for UOI.



Mr. Ray Vikram Nath, Mr. Harshvardhan Jha, Ms. Riyal Suryavanshi, Advocates along with Mr. Sarvesh Kumar Chaubey, General Manager of NBCC.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER
13.01.2026

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1. The petition essentially relates to the project launched by the NBCC in the name of 'NBCC Green View Apartment' in the year 2012 for public servants. The petitioners in each of the writ petitions booked a flat and accordingly allotment had taken place. They claim to have made the payment of entire sale consideration and received the No Dues Certificates. The NBCC had also issued the Possession Certificates. It appears that thereafter IIT, Delhi found the building structurally unsafe and unfit for residents.
2. Thereafter, the petitioners submit that the NBCC has offered certain settlement terms and, finding one of the settlement proposal to be suitable, the petitioners acceded to the same and have settled their dispute while taking the money back. The grievance raised by the petitioners is that the respondent shall abide by their purported undertaking dated 26.02.2022 and pay rent till the settlement had arrived at.
3. Additionally, the petitioners also prayed to adopt uniform settlement policy as per their letter dated 26.04.2022. As per the submissions made by the petitioners' counsel, there has been various occupants and the NBCC has illegally discriminated the benefit to the petitioners which otherwise was



conferred to the other similarly situated occupants.

4. Learned counsel appearing for the petitioners also submits that even after the petitioners accepted the offer made by the respondent, the respondent again issued the fresh policy.

5. The learned counsel who appears for the respondent, however, contends otherwise, and according to him, the petitioners voluntarily accepted the buy-back policy and had executed a conveyance deed.

6. Having considered the submissions made by learned counsel appearing for the parties, it appears that the dispute essentially has arisen out of a private contract which has the element of civil dispute. The petitioners have taken full and final payment as agreed in the settlement terms. Whether the settlement was on account of the fraud and coercion is concern, the same, is precisely is the reason, why the Courts should refrain from adjudicating such a grievance in a writ jurisdiction.

7. Under these circumstances, the Court finds that if any policy is being floated by the NBCC and if the petitioners have been illegally discriminated with its benefit, the same will depend upon the adjudication to be carried out after affording the opportunity of hearing to both the parties including to adduce the evidence etc.

8. Under the jurisdiction of Article 226 of the Constitution of India, aforesaid exercise is not warranted. Accordingly, the instant petitions are disposed of. Liberty is however reserved to the petitioners to take any other alternate remedy, if available in law.

PURUSHAINDRA KUMAR KAURAV, J

JANUARY 13, 2026/tr/ap