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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 8893/2025 & CM APPL. 38001/2025**
ASHISH MALIK

.....Petitioner

Through: Mr. Rajiv Shukla Advocate, Mr Ravi
Ranjan Advocate, Mrs Shivani Kapoor advocate ,
Mr Sanjay Kumar Advocate

versus

UNION OF INDIA & ORS.

.....Respondent

Through: Mr. Tanveer Ahmed Ansari, SPC for
R1
Ms. Tanya Chowdhary Adv for R2
Adv Prabhakar Tiwari and Adv Tanvi Garg for R3
Mr. Anupam Singh & Mr. Chandra Prakash,
Advocates for R4
Mr Manu Beri, Mr Prateek Kasliwal, Mr Raunek
Raheja, Ms Kudrat Mann, Advs. for R5

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
24.02.2026

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1. This is a writ petition filed under Article 226 of the Constitution of India seeking the following prayers:-

“a. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing the Respondent No.4-Bank to not charge the EMIs/Pre-EMIs from the Petitioner; And
b. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing the Respondent No.4-Bank and Respondent No. 5-CIBIL to not negatively affect the CIBIL



score of the Petitioner; And

c. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing the Respondent No.3 & Respondent No. 4-bank to jointly or severally refund the amount of Rs. 75,77,409/- (Rupees Seventy Five lakhs Seventy-Seven Thousand and Four Hundred Nine only) paid by our Petitioner till May 2025 (removing Rs.39,99,062 paid by Respondent No.3 to the Petitioner under the 'EMI Subvention Plan') along with interest @18% per annum accruing from the date of the last EMI paid by Respondent no.3 i.e. 25.05.2016 till date; And/or

d. Issue the Writ in Nature of Mandamus or any other Writ/Order or Direction directing the Respondent no. 3 to pay back to Petitioner all the EMIs paid to Respondent no. 4 so far by Petitioner (which includes the interest); And

e. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing Respondent No.3 builder and Respondent No.4 Bank to jointly or severally pay an amount of Rs. 2,00,00,000/towards the loss of market appreciation in the value of the flat if Petitioner was given the flat in Nov. 2011 as per the initial promise; And/or

f. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing Respondent No.3 to compensate the Petitioner to pay the amount equivalent to Rent of 13 years 6 months = 162 months @ Rs. 22,000/month (current market value); And/or



g. Issue a Writ in the nature of Mandamus or any other writ/ order or direction directing Respondent No.3 builder and Respondent No.4 Bank to jointly or severally pay for mental agony, harassment, and financial distress caused to our client and his family. And/or...”

2. It is stated that the petitioner and the respondent No. 3 have arrived at a settlement, wherein the respondent No.3 has already issued Post Dated Cheques and the entire amount is payable by 11.10.2026.
3. Mr. Tiwari, learned counsel for the respondent No. 3, assures the Court that the cheques on presentation will be honoured and the Settlement Agreement (MoU) will be followed in its true letter, spirit and intent.
4. Binding the respondent No. 3 to the terms of the settlement, the present petition is disposed of alongwith pending applications, if any.
5. In case the amount is not paid for any reason, the petitioner will be entitled to revive the present petition.

FEBRUARY 24, 2026 / (MS)

JASMEET SINGH, J