



2026:DHC:3237



\$~71

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

+ **W.P.(C) 14924/2025**

Date of Decision: **16.04.2026**

IN THE MATTER OF:

RACHANA KUMARI

.....Petitioner

Through: **Mr. Saket Singh, Advocate.**

versus

ASSOTECH LIMITED AND ANR.

.....Respondent

Through: **Ms Avni Singh Panel Counsel for
GNCTD with Adv Abhishek Yadav,
Advocates.**

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:

(i) issue a writ in the nature of certiorari and/or any other writ/order or directions to Direct the Builder/Promoter to hand over the physical possession Unit/Shop No. LFG-17A at Lower Ground Floor, in the Project Hi-Street (The Nest), Crossings Republic, Ghaziabad.

(ii) Issue a writ and/or any other order or directions to Direct the Builder/Promoter to provide the delayed interest as per RERA Act; and cancel the license of agent as per section 10 of RERA act.

(iii) pass such other order or orders as Your Lordships may deem fit and proper in the interest of justice.



2026:DHC:3237



2. The petition is seeking directions to the respondent no.1 - Assotech Limited to hand over physical possession of Unit/Shop No. LGF-17A (“Unit”) at Lower Ground Floor in the project “Hi-Street (The Nest), Crossings Republik, Ghaziabad”.
3. The facts of the case would indicate that the petitioner had booked the aforesaid unit with respondent no. 1 in a project situated at Crossings Republik, Ghaziabad, Uttar Pradesh. The petitioner entered into a Builder Buyer Agreement with the respondent and claims to have paid the entire consideration amount. However, possession of the unit has not been handed over to the petitioner.
4. The project in question is situated in Ghaziabad, Uttar Pradesh and the transaction, including execution of the Builder Buyer Agreement and payments, relates to the said project.
5. It appears that the entire cause of action, if any, has arisen outside the territorial jurisdiction of this Court, inasmuch as the project is situated in Ghaziabad, Uttar Pradesh and the relevant transactions also pertain to the said location. The petitioner, therefore, will have to approach the jurisdictional Court, where the material, integral and essential part of cause of action has arisen.
6. The Supreme Court in the case of ***Kusum Ingots & Alloys Ltd. v. Union of India and Anr.***,¹ in paragraph 30 has held 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

¹ (2004) 6 SCC 254.



2026:DHC:3237



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] .]”

7. Accordingly, in view of the aforesaid and applying the principle of *forum conveniens* as the material, integral and essential part of the cause of action has arisen outside the jurisdiction of this Court, the petition, along with pending application, stands dismissed.
8. However, liberty is reserved in favour of the petitioner to approach the jurisdictional High Court.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

APRIL 16, 2026
Aks/ss