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

Reserved on: 17th April, 2025

Date of Decision: 02nd September, 2025

+ CS(COMM) 337/2022, I.A. 7993/2022, I.A. 7995/2022, I.A. 10530/2022 & I.A. 47275/2024

RAMACIVIL INDIA CONSTRUCTION PVT.
LTD.Plaintiff

Through: Mr. Ankur Mahindro, Mr. Rohan
Taneja and Mr. Raghav Kalra, Advs.

versus

NBCC (INDIA) LIMITEDDefendant

Through: Mr. Brijender Chahar ASG, Mr.
Kashyap G Gudipati, Mr. Karan
Chahar, Ms. Pooja Chahar, Advs., for
Respondent

+ CS(COMM) 338/2022, I.A. 8000/2022, I.A. 8002/2022, I.A. 10488/2022 & I.A. 47307/2024

RAMACIVIL INDIA CONSTRUCTION
PVT. LTD.Plaintiff

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA



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J U D G M E N T**MANMEET PRITAM SINGH ARORA, J:****I.A. 10530/2022 (O-VII R-11 of CPC) in CS (COMM) 337/2022**

1. The present application(s) have been filed by the applicant/National Buildings Construction Corporation Limited (NBCC) [‘defendant’] under Order VII Rule 11 of the Code of Civil Procedure, 1908 [‘CPC’] seeking rejection of the plaint in view of the order dated 10.06.2020 passed by the Supreme Court in **W.P. (C) No. 940/2017** titled as “**Bikram Chatterji v. Union of India & Ors.**” The defendant contends that order dated 10.06.2020 in effect interdicts any legal proceedings, on behalf of any parties before any Court, forum or authority qua Amrapali project, which is being completed by the defendant under the supervision of the Supreme Court.

2. The present suit arises out of the dispute which emanate from the works undertaken by the defendant in relation to stalled/incomplete projects of erstwhile Amrapali group of companies in Noida and Greater Noida.

Arguments of the Applicant/defendant

3. Learned ASG appearing for the defendant stated that the Supreme Court vide judgment dated 23.07.2019 passed in W.P. (C) No. 940/2017 appointed the defendant as a Project Management Consultant (PMC) to complete various projects of the Amrapali group situated in Noida and Greater Noida.

3.1. He stated that the plaintiff is a contractor who was engaged by defendant herein qua the work titled as ‘*Construction/Rectification of Balance work/Left out works of Silicon City, Phase-3 (Crystal Homes) on as is where is basis at Plot No. GH-01A, Sector 76, NOIDA (UP), pertains to Amrapali*



Group of Companies on Engineering Procurement and Construction (EPC) Basis.'

3.2. He stated that the present suit is not liable to be entertained by this Court, in view of the order dated 10.06.2020 passed by the Supreme Court in W.P. (C) No. 940/2017. He stated the said order dated 10.06.2020 was passed by the Supreme Court while noting the conditions proposed by the defendant vide its affidavit dated 06.09.2018. He stated that the Supreme Court has exempted the Defendant from any legal action in any Court for the disputes arising out of the projects relating to Amrapali Group in Noida and Greater Noida. He stated that the said projects are under the regular supervision of the Supreme Court.

3.3. He referred to paragraph no. 3 of the order dated 10.06.2020 passed by the Supreme Court to state that the cause of action, if any, for filing the instant suit and adjudication thereof, rests exclusively with the Supreme Court.

3.4. He further relied upon an event as a precedent to support this submission. He referred to the fact that vide order dated 29.10.2020, the defendant herein was permitted by the Supreme Court to effectuate sale of unsold inventories and FARs, under the supervision of the Court Receiver. A tender was floated wherein total four (4) bidders participated and two (2) bidders were technically disqualified for not meeting the eligibility criteria as per NIT. Consequently, one (1) of the disqualified bidder challenged the disqualification process by filing a writ petition [W.P.(C) 9712/2021] before the High Court, against the defendant herein. He stated that, thereafter, on 06.09.2021 the factum of pendency of the writ petition before the Supreme Court in work relating to Amrapali Group was brought to the knowledge of the Division Bench of this Court; and vide order dated 06.09.2021 the



Division Bench of this Court permitted the petitioner therein (i.e., one of the disqualified bidders) to withdraw the writ petition, with liberty to move the same before the Supreme Court.

Relying upon the said order dated 06.09.2021 as a precedent, learned ASG contends that instant suit cannot be entertained and is liable to be rejected as the cause of action, if any, for filing the instant suit and adjudication thereof, rests exclusively with the Supreme Court.

Arguments of the non-applicant/plaintiff

4. Learned counsel for the plaintiff stated that the defendant has been granted immunity vide order dated 10.06.2020 only in disputes with earlier contractors etc., and not in respect of the contracts entered after the order of the Supreme Court.

4.1. He stated that the clauses in the proposal dated 06.09.2018 which the Supreme Court has reproduced in its Order dated 10.06.2020 makes it clear that the defendant prayed that it should not be held responsible for (i) '**existing disputes**' (ii) '**disputes arising from the contracts entered into by Amrapali**' (iii) '**past or present liabilities**' (iv) '**any disputes including before any Court or Arbitrator, existing or arising at a later date, with the existing vendors, contractors, co-developers, land owners, home buyers, banks, financial institutions, other lenders and creditors and any government authorities**'.

However, the interpretation of the said order does not give the defendant any blanket protection from any legal action from the contractors that defendant itself employs in future, since the same would amount to making the defendant immune from any sort of legal proceeding and allow it to act in the most arbitrary manner possible.



4.2. He stated that the agreement dated 14.08.2020 was executed between the parties herein subsequent to the passing of the aforementioned Order dated 10.06.2020 by the Supreme Court and the jurisdiction clause within the agreement does not give any reference to the order of the Supreme Court or suggest that exclusive jurisdiction lies within the Supreme Court for the disputes raised therein. Hence the instant suit can be entertained by this Court as it has been instituted in the Court of appropriate jurisdiction.

Analysis and Findings

5. This Court has heard the learned counsel for the parties and perused the record.

6. The plaintiff has filed the present suit inter-alia for seeking a declaration that the termination letter dated 08.04.2022 is illegal and has sought recovery of a sum of INR 74.30 crores approximately. The plaintiff has also prayed for permanent injunction in this suit restraining the defendant from taking any action and/or coercive step in any manner against the plaintiff in relation to and/or arising out of the present project.

7. Vide judgment dated 23.07.2019, Supreme Court in W.P.(C) No. 940/2017 appointed the defendant as a Project Management Consultant ('PMC') to complete various projects of the Amrapali Group situated in Noida and Greater Noida. It is pleaded that a Court Receiver¹ has also been appointed by Supreme Court vide Judgment dated 23.07.2019 for overlooking all the pending projects of Amrapali Group, including the subject Project.

8. It is the stand of the defendant that vide affidavit dated 06.09.2018, it had submitted its proposal before Supreme Court in W.P.(C) No. 940/2017

¹ Shri R. Venkataramani, learned Senior Advocate



for completion of the projects along with stipulated terms and conditions. The relevant conditions relied upon by the defendant have been extracted at paragraph no. 5 of this application.

These conditions are reproduced in the Supreme Court's order dated 10.06.2020, which is referred to hereinafter.

9. It is the stand of the defendant that Supreme Court vide its judgment dated 10.06.2020, after noting the conditions proposed by defendant on 06.09.2018, was pleased to exempt the defendant from any legal action in any Court, for disputes arising out of the projects relating to Amrapali Group, which are under the supervision of Supreme Court. The defendant has relied upon paragraph no. 3 of the said order.

10. In view of the Judgment dated 10.06.2020, the defendant contends that the institution of the present suit is barred before the High Court and seeks rejection of the plaint. The defendant contends that the suit for the reliefs sought in this plaint would have to be maintained by the plaintiff before the Supreme Court alone in view of the Judgment dated 10.06.2020.

11. To appreciate the submission of the defendant it would be relevant to record admitted facts, set out hereinafter.

12. Defendant on 08.04.2020 on behalf of the Court Receiver invited a e-tender for execution of balance work/left out work at Plot No. GH-01A, Sector 76, Noida (UP) ['Project'].

13. This tender was awarded to the plaintiff on 29.07.2020 for a total value of INR 368 crores. An agreement dated 14.08.2020 was executed between the parties wherein as per Article 5.1, it was stipulated that Courts at Delhi alone will have jurisdiction. General Conditions of Contract ('GCC') forms part of the agreement. So also, as per Clause 83 of the GCC, it was stipulated that the



Courts in Delhi alone will have jurisdiction. Article 5.1 of the agreement and Clause 83 of the GCC reads as under:

“5.1 The Laws applicable to this contract shall be the Laws in force in India and Jurisdiction of Delhi Court(s) only.

83.0 JURISDICTION

The agreement shall be executed at Delhi on non-judicial stamp-paper purchased in Delhi and the courts in Delhi alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.”

14. It is the stand of the plaintiff that it duly performed the agreement, however, since defendant withheld amounts due to it under the running bills disputes arose between the parties; and defendant issued a Show-Cause Notice (‘SCN’) dated 17.03.2022 to the plaintiff. It is stated that plaintiff addressed a reply to the SCN, however the defendant vide letter dated 08.04.2022 terminated the subject agreement and forfeited the EMD², security deposit, PBG³ as well as the material and the establishment at the site. It is stated that by this letter dated 08.04.2022 defendant notified the plaintiff that the balance work shall be completed at the risk and cost of the plaintiff.

15. In these facts, the plaintiff has instituted this suit challenging the legality of the termination letter dated 08.04.2022, seeking recovery of INR 74.30 crores and seeking an injunction against the defendant from initiating any coercive action.

16. In the facts noted above, it is undeniable that the disputes in the present suit arise out of the agreement dated 14.08.2020 which was entered into directly between the plaintiff and the defendant herein. The ex-management

² Earnest Money Deposit

³ Performance Bank Guarantee



and promoters of Amrapali group is not concerned with this agreement in any manner whatsoever.

17. In this application, relying upon the orders dated 23.07.2019 and 10.06.2020 passed by the Supreme Court, it is the contention of the defendant that the intent of the said orders is that the defendant is exempted from any legal action, in any Court, for the disputes arising out of the projects relating to Amrapali Group, which are under the supervision of the Supreme Court. It is contended that the only forum where the plaintiff can institute this suit is the Supreme Court. The relevant pleading of the defendant reads as under:

“6. That vide judgment dated 23.07.2019, the Hon' ble Supreme Court was pleased to appoint the defendant as a Project Management Consultant (PMC), to complete various projects of the Amrapali group situated in Noida & Greater Noida. That further the Hon'ble Supreme Court vide its judgment dated 10.06.2020, while noting the conditions proposed by the defend ant vide its proposal dated 06.09.2018. was pleased to exempt the defendant from any legal action in any Court for the disputes arising out of works/projects relating to Amrapali Group in Noida and Gr. Noida, which are under the regular supervision of the Hon'ble Supreme Court of India.

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9. Thus, in view of the misleading and incorrect facts placed before this Hon'ble Court by the plaintiff and also in view of the orders passed by the Hon'ble Apex Court and this Hon'ble Court as stated above, the instant suit is liable to be rejected, as the cause of action, if any. for filing the instant suit and adjudication thereof, rests exclusively with the Hon'ble Supreme Court by virtue of judgment dated 23.07.20 19 passed by the Hon' ble Supreme Court.”

18. Notably, the defendant during the pendency of this application has also filed an interlocutory application before the Supreme Court for seeking transfer of the present suit to the Supreme Court. This submission was recorded in the orders dated 05.12.2024, 21.01.2025 as well as 20.03.2025



and this matter was deferred to await the outcome of the said application. However, on 17.04.2025, it was submitted by the defendant that the application could not be heard and is still pending.

19. Separately, the defendant also submitted that it will place on record the opinion of the Court Receiver with respect to the applicability of the order dated 10.06.2020 passed by the Supreme Court on the issue of jurisdiction of this Court vis-à-vis the agreement dated 14.08.2020. The opinion of the Court Receiver was sought to be relied upon, since the subject agreement has been executed by the defendant on behalf of the Court Receiver. This fact was recorded in the orders dated 07.09.2024 and 30.09.2024; however ultimately no opinion of the Court Receiver was placed on record.

20. The plaintiff has opposed the application on the ground that the interpretation given by the defendant to the order dated 10.06.2020 is incorrect. It is contended that if the said interpretation is accepted, it would amount to an immunity to defendant against all legal action in contracts directly entered into by the defendant with the opposite party. It is contended that the order dated 10.06.2020 only granted exemption to the defendant being dragged into litigation vis-à-vis the parties who had contracted with the promoters and ex-management of the Amrapali Group. It is contended that the intention was to protect defendant from being impleaded in such litigation by treating defendant as the successor-in-interest of Amrapali Group.

21. Since the singular basis of the defendant's contention for seeking rejection of this plaint are the conditions stipulated by the defendant before the Supreme Court for accepting its appointment as a PMC, as recorded in the order dated 10.06.2020 and the consequential direction issued in the said order, it would be relevant to refer to the said order. This order records the



four (4) conditions, relied upon by defendant/NBCC for accepting its appointment as a PMC as well as the consequential direction issued at paragraph no. 3. The relevant paragraph nos. 1 to 4 of the order dated 10.06.2020 passed in I.A. No. 49328/2020 are reproduced hereinunder:

“In Re I.A.No.49238 of 2020 seeking directions filed by NBCC (I) Ltd.

1. By way of I.A. No.49238 of 2020, NBCC has submitted that it has established the work on the following conditions:

- i. “NBCC will not be held responsible for any existing disputes involving and in relation to the Projects;
- ii. NBCC will not be held responsible for any disputes arising from the contracts entered into by Amrapali in relation to the Projects;
- iii. NBCC will not be held responsible for any past or present liabilities in relation to the Projects, including on account of dues of homebuyers, vendors, contractors, government authorities, etc.;
- iv. NBCC will not be liable in relation to any disputes, including before any Court or Arbitrator, existing or arising at a later date, with the existing vendors, contractors, co-developers, landowners, homebuyers, banks, financial institutions, other lenders and creditors and any government authority.”

2. As NBCC is appointed as a Project Management Consultant to complete various projects, it was permitted to float the tenders and prepare DPRs. It is submitted that NBCC has completed two projects and floated tenders for other projects, barring three projects. However, various home buyers are approaching different courts in different jurisdictions across the country, making NBCC a party. The complaints/petitions are filed against NBCC seeking reliefs, such as refund of amounts that home buyers have paid to the Amrapali Group or to grant possession of flats, etc. The NBCC is forced to defend itself in different Courts being a party to the said petitions. For instance, a summon has been received from the State Consumer Redressal Commission, Lucknow against the CMD. The NBCC has been arrayed as respondent No.3. A complaint has also been preferred by one of the home buyers of the Amrapali Golf Homes, Greater Noida. They are receiving various letters, emails, messages, calls seeking updates regarding the progress of work being undertaken by the NBCC for their respective projects. Reply to every home buyer is a herculean task, and much time is being consumed in the process. The NBCC is ready and



willing to submit monthly project reports with all relevant information and photographs in respect of each project to the learned Receiver, which can be made available on the blog/ website for the information of home buyers, for that the NBCC has already made a request to the learned Receiver as such various directions have been sought.

3. NBCC is asked by this Court to complete the incomplete projects. It is not liable for any legal action. In view of the order that has been passed by this Court, the NBCC is immune from any such actions, and we request the Courts/ Consumer Redressal Commission and other authorities not to permit impleadment of NBCC as respondent and not to issue summons to NBCC as they are doing the work under the supervision of this Court and are not answerable to any other court, tribunal, authorities. They are granted immunity to be sued in any other court or commission, and they are answerable to this Court only in the pending proceedings. **Thus, they cannot be dragged in the litigation filed by existing home buyers, previous contractors, co-developers, landowners, banks, financial institutions, other lenders and creditors,** and any Government authorities before any other Court/ Commission or Authority.

4. It is also made clear that NBCC is not responsible for attending to queries made by the home buyers. They have to report the progress to the learned Receiver, and we request the learned Receiver to put progress reports of projects on the blog/website.

With the said directions and observations, we dispose of I.A. No.49238 of 2020.”

(Emphasis supplied)

22. The I.A. No. 49328/2020 in which the said order has been passed and the defendant's affidavit dated 06.09.2018 has not been placed on record by the defendant, despite the specific objection raised by the plaintiff regarding its non-production. This Court, therefore, presumes that the defendant is not relying upon the said documents and is only referring to the direction set out at paragraph no. 3 of the Supreme Court's order dated 10.06.2020 to seek rejection/return of this plaint.



23. This Court has perused the four (4) conditions stipulated by defendant before the Supreme Court (as recorded in paragraph no. 1 of the order) for accepting its assignment as a PMC, as reproduced in the captioned application and the order dated 10.06.2020. A perusal of the said conditions shows that defendant took a stand that it will not be responsible for any *existing disputes* in relation to the projects, not be responsible for any disputes arising from the contracts entered into by Amrapali Group, not be responsible for any past or present liabilities in relation to the projects and will not be liable to in relation to any disputes with the existing vendors, contractors, co-developers etc.

A plain reading of these four (4) conditions show that no immunity was sought by the defendant from the Supreme Court for the contracts which defendant would itself execute directly with third-parties after being appointed as a PMC. The intent of proposing these four (4) conditions was to protect the defendant against any responsibility from the *past and existing disputes* between the promoters of ex-management of Amrapali Group and the third parties including government agencies.

This Court thus, finds merit in the submissions of the plaintiff that the defendant while proposing the said four (4) conditions, did not seek any protection against legal action from the contractors engaged by it and rightly so since it would have no basis in law.

24. This Court has also perused the paragraph no. 3 of the order dated 10.06.2020 relied upon by the defendant for seeking rejection of this plaint on the ground of non-maintainability before this Court. It would have been ideal if defendant would have placed before this Court I.A. No. 49238/2020 in which the order was passed so that this Court would have complete factual matrix of the said application before it. However, despite undertaking to file



the application⁴ and objection of the plaintiff, defendant has failed to produce the said application.

Thus, on a plain reading of the order and keeping the context of paragraph nos. 1 and 2 of the said order, this Court is of the considered opinion that the intent of the Supreme Court while passing the order dated 10.06.2020 was to protect/immune the defendant against the litigation initiated/to be initiated by any third party including home buyers and government authorities, arising out of pre-existing contracts which were already executed by the promoters and management of Amrapali Group before the appointment of the PMC. The intent of the Supreme Court appears to be to protect defendant, who is a PMC appointed under the orders of the Supreme Court to complete the projects, without being entangled in the legacy litigation of the Amrapali Group. The order also intended to protect the defendant from litigation which may arise in future but from the pre-existing contracts executed by the promoters and management of Amrapali Group.

25. While passing the order dated 10.06.2020 the issue of litigation between defendant and third parties, arising out of a contract executed directly by defendant as a PMC (after 10.06.2020) for completing the projects of Amrapali Group, was a circumstance which was not even a subject matter of consideration/contemplation; and even otherwise, not intended to be covered by the said order.

26. This Court finds that the reliance placed by the plaintiff on Article 5.1 of the agreement dated 14.08.2020 and clause 83 of GCC is appropriate and relevant. The said clauses clearly stipulate that in case of disputes, parties will

⁴ 07.08.2024; 30.09.2024; 29.10.2024; 05.12.2024



be entitled to approach the Courts at Delhi for adjudication. Article 5.1 of the agreement dated 14.08.2020 is a conscious inclusion in the agreement as this is not a standard printed clauses agreement. The defendant who was conscious of the order dated 10.06.2020, could have elected to specify the jurisdiction of Supreme Court at Article 5.1 as the Court of ordinary original jurisdiction, if it was the understanding of the defendant that the adjudication of contractual disputes has to be before the Supreme Court.

In the considered opinion of this Court, the defendant rightly did not specify the Supreme Court as the court of ordinary original jurisdiction in Article 5.1, for there would have been no basis to do so.

In law, the ordinary original civil jurisdiction for deciding disputes arising under the subject agreement would vest with a civil court in accordance with Section 9 of the Civil Procedure Code, 1908. In this regard, it would be relevant to refer to the observations made by the Supreme Court in **Nahar Industrial Enterprises Ltd. v. Hong Kong and Shanghai Banking Corpn.**⁵ wherein it has been held as under:

“107. A civil court is entitled to decide the respective claims of the parties in a suit. It must come within the purview of the hierarchy of courts as indicated in Section 3 of the Code. It will have jurisdiction to determine all disputes of civil nature unless the same is barred expressly by a statute or by necessary implication.

.....

110. It must be remembered that the jurisdiction of a civil court is plenary in nature. Unless the same is ousted, expressly or by necessary implication, it will have jurisdiction to try all types of suits.”

27. The defendant does not dispute that this Court otherwise has the requisite inherent, pecuniary and territorial jurisdiction to entertain this suit.

⁵ (2009) 8 SCC 646



The only plea raised by the defendant for ouster is the order dated 10.06.2020 passed by the Supreme Court in W.P. (C) 940/2017. However, for the reasons recorded hereinabove, this Court is unable to accept the submission of the defendant that the jurisdiction of this Court has been excluded by the order dated 10.06.2020 vis-à-vis the subject agreement.

28. The reliance placed by the defendant on the proceedings of W.P.(C) 9712/2021 pertaining to a tender dispute does not substantiate its plea. In the said proceedings as well, as recorded in the Supreme Court's order dated 06.09.2021, the Supreme Court had observed that defendant herein shall move an application for transfer of writ petition from High Court to Supreme Court. This Court is unable to conclude on a perusal of the order dated 06.09.2021 that the institution of the writ petition before the Division Bench of the High Court was barred.

29. For transfer of this suit to Supreme Court, as well, the defendant has now filed an interlocutory application before Supreme Court for transfer [of this suit] as recorded in order dated 05.12.2024, which is still pending adjudication. Needless to state that in case the application is allowed, the suit will be transferred. However, this Court is of the considered opinion that this plaint cannot be rejected as barred due to the order dated 10.06.2020 passed in W.P.(C) 9712/2021.

30. The application is, accordingly, dismissed.

I.A. 10488/2022 (O- VII R-11 of CPC) in CS(COMM) 338/2022

31. The present suit emanates from the project titled as '*Construction/Rectification of Balance work/Left out works of Dream Valley - Enchante on as is where is basis at Plot No. GH-09, Tech Zone-IV, Gr. NOIDA, (UP), pertains to Amrapali Group of Companies on Engineering,*



Procurement and Construction (EPC) Basis'. The date of the agreement is 17.09.2020.

32. The defendant seeks rejection of this suit on the identical plea of the order dated 10.06.2020 passed by the Supreme Court in W.P. (C) 940/2017. The plaintiff opposes this plea on the same grounds. The facts in both the cases are similar. The subject agreement in this suit was also executed by defendant after the order dated 10.06.2020 and this is not a legacy contract.

33. No separate argument has been addressed in this application. Parties have addressed common arguments.

34. Since the captioned application arises out of the same issue as raised in I.A. 10530/2022 of CS (COMM) 337/2022, therefore, in view of the aforesaid findings the captioned application is dismissed.

35. In this suit as well, the defendant has filed an application before the Supreme Court for transfer of the suit, which is pending adjudication. Needless to state that in case the application is allowed, the suit will be transferred.

CS (COMM) 337/2022 & CS(COMM) 338/2022

36. List on 19.09.2025 before the Roster Bench for further directions.

**MANMEET PRITAM SINGH ARORA
(JUDGE)**

SEPTEMBER 02, 2025/MS

Click here to check corrigendum, if any