



2025:DHC:8892-DB



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

% Judgment reserved on: 06.10.2025
Judgment delivered on: 08.10.2025

+ LPA 842/2024, CM APPL49418-19/2024 & CM. APPL. 71275/2024

SANJAY RAGHUNATH PIPLANIAppellant

versus

MUDIT BHATNAGAR GM NBCCRespondent

Advocates who appeared in this case:

For the Appellant: Appellant in person

For the Respondent: Mr. Ray Vikram Nath, Mr. Harshvardhan Jha and
Ms. Riyal Suryavanshi, Advocates for R-1/NBCC
along with Mr. Sarvesh Kumar, Manager of NBCC.
Mr. Chiranjiv Kumar, Advocate for R-2/IOI.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. Present Letters Patent Appeal has been filed assailing the judgment dated 08.05.2024 (hereinafter referred to as "*impugned judgment*") passed by the learned Single Judge, whereby the underlying writ petition bearing W.P.(C) 824/2023 preferred by the appellant was allowed directing the National Building Construction Corporation, Delhi (hereinafter referred to as "*NBCC*") to return the entire amount paid by the appellant for the flat launched by the NBCC in the year 2012, along with interest @12% from 30.01.2021 till passing of the impugned judgment i.e., 08.05.2024. The Court further directed NBCC to pay a sum of Rs.5 lakh as compensation towards the mental agony suffered by the appellant over the last seven years. *Vide* the said



impugned judgment, the learned Single Judge also dismissed the Contempt Petition bearing CONT.CAS(C) 1294/2023 preferred by the appellant in the underlying writ petition, on the ground that the respondent had already taken steps pursuant to the order dated 23.05.2023 to provide alternate accommodation to the appellant. However, since the appellant was not satisfied with the accommodation shown by the officials of the respondent, the learned Single Judge was not inclined to proceed with the contempt petition and accordingly dismissed the same.

2. The case of the appellant in brief, is that the NBCC launched a group housing residential project under the name of NBCC Green View Apartments in Sector 37, Gurugram, in June 2012. The appellant was issued an allotment letter by NBCC on 02.11.2012 for a flat bearing C2.3 (hereinafter referred to as "*subject plot*"), and a sum of Rs.76,85,576/- was paid by the appellant as the total consideration for the subject plot. On 30.01.2021, NBCC issued a Possession Certificate to the appellant, however, the subject plot was never handed over to the appellant for the reason that it was not yet complete, and instead, the appellant had been allotted a temporary accommodation for a period of 6-8 months.

3. It is the case of the appellant that due to the structural defects in the buildings of the flats in the said project, NBCC issued a notice on 18.11.2021 requesting the residents of the said apartment to vacate the premises by 23.11.2021. Following this, the appellant vacated the temporary allotted flat and moved into a rental accommodation in Faridabad, for which NBCC remitted payment for a period of 6 months. Thereafter, on 29.07.2022, the NBCC shared an offer letter to the appellant in which the NBCC offered to refund an amount equal to the consideration that had been paid by the appellant and charges on delayed payment, if any, paid by the appellant.



4. It is the appellant's case that even after several years, the respondents failed to provide any alternate accommodation to the appellant, and being aggrieved, the appellant preferred the underlying writ petition. *Vide* the impugned judgment dated 08.05.2024, learned Single Judge allowed the underlying writ petition and directed the NBCC to return the entire amount paid by the appellant for the subject plot, along with interest @12% from 30.01.2021 till passing of the impugned judgment.

5. Before us, the appellant appeared in person and submitted that his challenge to the impugned judgement of the learned Single Judge is to the extent that a direction for refund of the entire sale consideration of the subject flat in question was passed without considering the first prayer for a direction to the NBCC to allot an alternate flat in the vicinity of the subject flat of the same value and same area. He contended that NBCC constructed substandard flats, which were undeniably uninhabitable, and he was constrained to seek redressal before this Court, and many others like him, approached the National Consumer Dispute Redressal Commission (hereinafter referred to as "NCDRC"). He submitted that the NBCC is a state instrumentality and it was bound to provide good quality constructed homes, which it miserably failed to do. He further contended that the NBCC was under an obligation to first provide an alternate accommodation in the vicinity of the subject flat.

6. Appellant also argued that the entire amount under the directions of the learned Single Judge in the impugned judgment has been credited to his account by the NBCC, however, the same is intact and not withered away by the appellant. He submitted that he is ready to pay the entire consideration received back by him to NBCC, in case NBCC allots and executes a conveyance deed of any reasonable accommodation in the vicinity of the subject flat. He thus prays that such a direction be passed in this appeal.



7. Undoubtedly, the material on record as well as the observations in the impugned judgement leave no doubt that the NBCC had failed to deliver high quality and standard flat to the appellant. It is also clear from the records of the case that the learned Single Judge, as an interim arrangement, had directed NBCC to pay a rental of Rs.30,000/- per month as compensation in accordance with the policy of NBCC, which was paid by it. Facts obtained from the underlying writ petition also reveal that a contempt petition was filed by the appellant and under those proceedings, the NBCC did show some flats in the vicinity of the subject flat. Learned Single Judge has also observed in the impugned judgment while disposing of the contempt petition that NBCC had indeed complied with the orders passed in those proceedings, however, the appellant was not agreeable to those flats. Premised thereon, the learned Single Judge disposed of the contempt petition alongwith the underlying writ petition.

8. The learned Single Judge, while agreeing with the contentions of the appellant and on failure of parties finalising a flat in the vicinity, directed NBCC to refund the entire amount of sale consideration with 12% interest and on account of harassment faced by appellant, imposed a cost of Rs.5,00,000/- upon the NBCC. It is admitted by the appellant that this amount has already been deposited by the NBCC in his account.

9. The appellant in the present appeal seeks the same relief as sought in the underlying writ petition. We fail to understand how the appellant can impugn the judgment dated 08.05.2024, which is in his favour, and seek a direction or prayer in the appeal that NBCC be directed to allot a flat of the same value and measurement in the vicinity of the subject flat and to further execute a conveyance deed in his favour. According to us, such a prayer is impermissible. It was only upon the failure of the parties to be *ad idem* with



respect to the alternate flats shown by the NBCC that the learned Single Judge had passed the impugned judgment in favour of the appellant, which stands fully complied with by the NBCC. If we were to entertain this appeal in the form it is presented, the *lis* would never be concluded. This cannot be fathomed. Any dispute brought before a Court of law has to necessarily be brought to its logical conclusion and finality attached to it. If we were to agree with the appellant, there is no way one can ascertain as to when, where, and in what manner the appellant would reach satisfaction regarding the flat or its location or other details. This is notwithstanding the fact that the same exercise was already carried out before the learned Single Judge and failed. In these circumstances, the present appeal is unmerited and deserves to be dismissed.

10. The appellant has relied upon the judgment of the Hon'ble Supreme Court in ***Vidya & Ors. vs. M/s Parsvnath Developers Ltd.***, Civil Appeal No.8985/2022 dated 29.07.2024. We have considered the judgment in ***Vidya (supra)***. In that case, the only issue which was agitated before the Hon'ble Supreme Court was in respect of the extent of liability of the respondent developer therein to pay interest on the total sale consideration directed to be refunded by the NCDRC. While the NCDRC had awarded interest @ 9% p.a., according to the appellant therein, the interest ought to have been awarded @ 24% p.a. Considering the facts arising in the said case, the Hon'ble Supreme Court, by relying upon clause 7(b) of the agreement executed between the parties therein stipulating 12% interest, allowed the appeal granting payment of interest @ 12% p.a. from the date of respective deposit till the date of refund. In the present case, we find that the learned Single Judge has already granted interest @ 12% p.a. on the amount so directed to be refunded. Thus, we too are satisfied that the interest as awarded by the learned single Judge



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need not be interfered with. Moreover, at the risk of repetition, we also note that the learned Single Judge had directed payment of Rs.5 lakh as compensation over and above the other directions. Admittedly, the entire amount under the impugned judgment stands paid by the respondent and received by the appellant.

11. Resultantly, the appeal being bereft of merits, is dismissed alongwith pending applications if any, though without any order as to costs.

TUSHAR RAO GEDELA, J

DEVENDRA KUMAR UPADHYAYA, CJ

OCTOBER 08, 2025/rl