ITEM NO.17+18 COURT NO.1 SECTION X

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Writ Petition(s)(Civil) No(s).640/2026

RITA TIKKU & ANR. Petitioner(s)

VERSUS

STATE OF HARYANA THROUGH ITS CHIEF SECRETARY & ORS. Respondent(s)

WITH

ITEM NO.18

Writ Petition(s)(Civil) No(s).636/2026

Date : 13-07-2026 These petitions were called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANA

For Petitioner(s) :Ms. Priya Hingorani, Sr. Adv.
Mr. Chandra Bhushan Prasad, AOR
Mr. Sanjay Narayan, Adv.
Mr. Sudesh Desai, Adv.
Ms. Aditi Ladda, Adv.

For Respondent(s) :Mr. Lokesh Sinhal, Sr. Adv.
Mr. Nikunj Gupta, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. Issue notice.

2. Dasti, in addition, is permitted.

3. On our asking, Mr. Nikunj Gupta, Adv., assisting counsel of Mr. Lokesh Sinhal, learned Senior Additional Advocate General, accepts notice on behalf of Respondent Nos.1, 4 and 6.

4. These writ petitions highlight the plight of homebuyers who, despite paying substantially the entire sale consideration almost

two decades ago, continue to be deprived of the homes promised to them. The Writ Petitioners before us are senior citizens who invested their life savings in residential apartments in the project known as “Parsvnath Exotica” situated in Sector-53, Gurugram, developed by Respondent Nos. 2 and 3 – Builders-cum-Developers.

5. As per the averments, the Writ Petitioners were provisionally allotted residential units way back in the year 2006, followed by Flat Buyer Agreements with the Builders, in early 2007. The total sale consideration was approximately Rs. 1.78 crores per flat. Clause 10(a) of the Agreements stipulated that possession of the flat was to be delivered within 36 months from the date of construction. Accordingly, possession became due in February, 2013. The Writ Petitioners paid the entire sale consideration between 2006 and 2014; however, after visiting the site on several occasions, they found that the construction was not even near completion.

6. The Writ Petitioners then approached the Haryana Real Estate Regulatory Authority (HRERA) in 2021 by instituting individual complaints seeking possession of their respective units along with compensation for the prolonged delay.

7. HRERA passed separate orders dated 26.11.2021 in favour of the Writ Petitioners directing the Respondent - Builders to compensate the petitioners by paying interest at the rate of 9.3% per annum for every month of delay commencing from the stipulated date of possession until the actual handing over of possession. We are informed that these orders were not challenged by the Builder

before any superior forum and have thus attained finality.

8. One would ordinarily expect that a final determination in favour of the homebuyers would prompt the Builders to comply with the directions issued, without any further delay. However, this has not happened in these cases as the Builders have continued to defy and disregard the directions issued by the HRERA. Consequently, neither the possession was issued nor the due amount was paid. This compelled the Writ Petitioners to institute various execution proceedings before HRERA in the year 2022.

9. The documents placed on record before us reveal that the execution proceedings have also become a painful, unending exercise in futility for the Writ Petitioners. The HRERA, though, successively invoked its enforcement mechanism by issuing multiple show-cause notices to the Directors of the Builder companies, calling upon them to explain as to why they should not be committed to civil imprisonment for repeatedly failing to disclose their assets. The HRERA also issued Recovery Certificates to the tune of Rs. 1.81 crores in favour of the Writ Petitioners for recovery of the amounts found due. However, not a single penny could be recovered through the Collector, Gurugram, from June 2023 to April 2024.

10. Finally, when all other measures proved ineffective, arrest warrants were issued against the Directors of the Respondent - companies to secure their physical presence before HRERA. We are perturbed to notice that in one of the cases, the bailiff was not allowed to enter the company's premises on several occasions, necessitating police assistance. However, in the absence of any

effective steps, even those directions were not complied with. No coercive measure could be effectively implemented, and thus the Writ Petitioners are still running from pillar to post seeking execution of the orders passed by HRERA in their favour way back in the year 2021-2022.

11. It is in these circumstances that the petitioners have approached this Court.

12. *Prima facie,* we find that these proceedings raise concerns extending well beyond the individual grievances of the Writ Petitioners. The Real Estate (Regulation and Development) Act, 2016, provides a statutory mechanism to protect the interests of homebuyers. However, these cases reveal that the efficacy of such a mechanism ultimately depends upon the ability of the law to secure compliance with the orders passed thereunder.

13. The Respondent – Builder-cum-developers have, *prima facie*, displayed a brazen disregard for the authority of HRERA. They have ignored final orders, frustrated execution proceedings, turned a blind eye to the Recovery Certificates, and have even managed to evade arrest for months altogether.

14. It may be true that the Punjab and Haryana High Court through a judgment dated 24.04.2025 has reportedly struck down the Government notification empowering the HRERA to issue recovery certificate and that judgment is under challenge before this Court in SLP(C) No.19880/2025, however, the fact remains that the original order passed by HRERA in favour of the Writ Petitioners are intact and in compliance to those orders, the Respondent – Builders are obligated to pay the due amount besides handing over

possession of the residential flats, complete in all respect.

15. At first sight, we are also satisfied that the State Authorities, especially the Collector and the local police, are either colluding with the builder-cum-developer or have failed to discharge their official responsibilities.

16. In the meantime, bailable warrants in the sum of Rs. 25,000/- each shall be issued against Respondent nos.2 and 3, their Directors and officers to secure their personal presence before this Court on the next date of hearing, i.e., 20.07.2026. It is made clear that if the Respondent Nos. 2 and 3 and their officers/associates do not enter appearance, this Court will be constrained to issue non-bailable warrants to secure their presence.

17. We further direct that creation of third-party rights or delivery of possession to third parties or entering into any transaction pertaining to immovable assets of Respondent nos. 2 and 3 shall remain stayed till further orders. Similarly, the bank accounts of Respondent nos.2 and 3 (companies) as well as personal accounts of the Managing Directors/Directors/Officers of Respondent nos.2 and 3 shall remain frozen till further orders.

18. Since Respondent nos.2 and 3 – builders are reportedly operating mainly in the State of Haryana, we direct (i) the Chief Secretary of State of Haryana, (ii) Director General of Police, Haryana, (iii) all the Collectors in the State of Haryana, (iv) all the Commissioners of Police/Superintendent of Police, Haryana and (v) all the banks to comply with these directions and submit compliance affidavits through the learned Senior Additional

Advocate General of the State.

19. Post these matters on 20.07.2026.

(ARJUN BISHT)
ASTT. REGISTRAR-cum-PS

(PREETHI DILEEP KUMAR)
DY. REGISTRAR