ITEM NO.11 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). 1415/2026

RAVI KUMAR JANGRA & ANR. Petitioner(s)

VERSUS

UNION OF INDIA & ORS. Respondent(s)

Date : 19-11-2026 This petition was 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. Avantika Chaudhary, Adv.
Mr. Piyush Singh, Adv.
Mr. Nitesh Ranjan- 3551, AOR

For Respondent(s) :

UPON hearing the counsel the Court made the following

O R D E R

1. The petitioners are home buyers in a project known as 'Krishna Housing Scheme', situated at Sector-14, Sohna, Gurugram. The project was launched by respondent No. 4, M/s Raheja Developers Limited private builder-cum-developer.

2. It appears that a Tripartite Agreement was executed between the petitioners, the State Bank of India and respondent No. 4 regarding housing loans availed by the petitioners. It is alleged that the builder-cum-developer failed to honor its commitment as per the Tripartite Agreement. Although, the disbursement of the loan was linked to construction progress, the Bank appears to have made payment to the builder without any corresponding progress in

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Reason:

the construction. Meanwhile, respondent No. 4, builder-cum-developer was admitted into CIRP by the National Company Law Tribunal (for short, "NCLT") on 21.08.2025. In CIRP proceedings, the builder-cum-developer had proposed to refund the amount deposited by home buyers in six monthly installments.

3. Pending above proceedings, the State Bank of India filed recovery suits against the Petitioner-home buyers before Commercial Court, Saket Courts, New Delhi. Consequently, certain ad-interim directions were issued by the Civil Court regarding payment of installments by the petitioners to the State Bank of India.

4. In our considered opinion, it is the bounden duty of the competent Court to first determine the nexus between the builder and the Bank authorities and examine whether the Bank disbursed the loan amount to the builder strictly in terms of the Tripartite Agreement. Unless a categorical finding is returned that the home buyers are in default, no interim direction regarding payment of installments can be issued against them. We, therefore, direct the Civil Court to not take any coercive action against the petitioners or similarly placed home buyers without first deciding the above-mentioned issue.

5. It is clarified that we have not expressed any opinion on merits of the case and only an ad-interim protection has been granted to the home buyers against coercive means. All the issues pending before the NCLT/NCLAT and/or the Commercial Court shall be decided notwithstanding the observations made hereinabove and in accordance with law. The Commercial Court shall be at liberty to

modify the interim order/directions already issued by it after hearing the parties.

6. The Writ Petition stands disposed of, in the above terms.

7. Pending application(s), if any, shall stand closed.

(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS

(PREETHI DILEEP KUMAR)
DY. REGISTRAR