

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
INHERENT JURISDICTION

WRIT PETITION(S) (CIVIL) NO(S) . 245/2025

SHASHI KANT SINGH & ORS.

Petitioner(s)

VERSUS

THE STATE OF HARYANA & ORS.

Respondent (s)

WITH

WRIT PETITION (C) NO. 275 OF 2025

WITH

CONMT.PET.(C) No. 772/2025

in

WRIT PETITION (C) NO. 273/2022

WITH

CONTEMPT PETITION (Diary) NO. 15387/2026

IN

WRIT PETITION (C) NO. 884 OF 2023

O R D E R

1. All applications for impleadment/intervention are allowed.
2. We are happy to record that a settlement has been arrived at between the parties. We should also record the unflinching support of Mr. Alok Sangwan, learned Additional Advocate General appearing for the State of Haryana for bringing about the settlement between the parties.

3. Having heard Mr. Shailesh Madiyal, learned senior counsel appearing for the petitioner(s) and Mr. Alok Sangwan, learned Additional Advocate General appearing for the State of Haryana and Mr. A. N. S. Nadkarni, learned senior counsel appearing for Respondent No. 5, we are of the opinion that all persons presently occupying the plots in the towers may be directed to enter into agreement(s) as per the terms of our order, vacate and hand over possession of their respective units.

4. The amicable resolution is reproduced as under :-

"1. The present matter pertains to the Residential Group Housing Project known as "Chintel Paradiso", situated in Sector-109, Gurugram, Haryana, developed by Respondent No. 1. The project comprises nine residential towers, namely Towers D, E, F, G and H in Phase-I and Towers A, B, C and J in Phase-II, spread over approximately 12.306 acres of land having total 532 flats. The construction work was undertaken by the developer through its contractor. Possession of flats in Phase-I was offered in the year 2016, while possession in Phase-II was offered in the year 2018, following which the allottees

gradually occupied their respective apartments.

2. Soon after occupation, residents reported structural deficiencies, including the appearance of cracks in certain towers. In view of these complaints, structural audits were undertaken. Unfortunately, on 10.02.2022, a portion of Flat No. 603 in Tower D collapsed, resulting in the tragic death of two occupants. Consequent thereto, FIR No. 27 dated 11.02.2022 was registered at Police Station Bajghera, Gurugram, and investigation was started and eventually the FIR was referred to CBI by the State Government for investigation.

3. Following the aforesaid incident, certain flat owners approached this Hon'ble Court by filing Writ Petition (Civil) No. 273 of 2022, titled Manoj Singh & Ors. v. Chintel India Pvt. Ltd. & Ors. under Article 32 of the Constitution of India seeking, inter alia, directions regarding structural audit, criminal investigation,

rehabilitation of residents, alternate accommodation, and compensation.

4. During the pendency of the said writ petition, comprehensive structural audits were conducted by IIT Delhi and various meetings were convened by the State Government and its authorities. Ultimately, by judgment and order dated 04.01.2024 in Writ Petition (Civil) No. 273 of 2022, titled Manoj Singh & Ors. v. Chintel India Pvt. Ltd. & Ors, this Hon'ble Court took note of the rehabilitation mechanism evolved by the parties and the State authorities and recorded two options available to the affected flat owners, namely:

Option I-Buy-back of Flats

The builder agreed to buy back the flats by paying Rs. 6,500/-per square foot of the super area, Cost of interiors, as determined by the Competent Committee, actual stamp duty, shifting charges and Rent for alternate accommodation till the date of full and final payment.

Option II-Reconstruction

The builder agreed to reconstruct the unsafe towers at the same site after obtaining all statutory approvals and to pay reasonable rent to the affected flat owners until completion of the reconstructed project. This Hon'ble Court further observed that the rate of rent would be determined by the Committee headed by the Divisional Commissioner, Gurugram.

5. After disposal of the aforesaid writ petition, some other flat owners instituted the present Writ Petition (Civil) No. 245 of 2025, besides filing connected Contempt Petitions and Intervention Applications raising various grievances relating to implementation of the rehabilitation process and reconstruction of the project. There are mainly two categories of Flat Owners who are before this Hon'ble Court in the present proceedings, one who are still occupying the Flats and have not

vacated and two who have already vacated and opted for reconstruction of flats which will be done by the Builder either himself or through another reputed Builder.

6. During the hearing of the present proceedings, this Hon'ble Court, vide order dated 21.04.2026, was pleased to direct the parties to explore the possibility of an amicable settlement. This Hon'ble Court further asked the undersigned to make earnest efforts to facilitate meaningful discussions between the stakeholders and assist the Court in arriving at a practical and equitable solution.

7. Pursuant to the aforesaid directions, the undersigned convened several meetings with the learned counsel appearing for the respective parties as well as authorised representatives of the Flat Owners. The received representations. and written undersigned also communications from numerous flat owners/stake holders which were taken into consideration.

8. During the course of the discussions, the present status of the rehabilitation and redevelopment process has also emerged. The residential group housing project was having 532 flats having a total super area of approximately 11,00,084 square feet. Out of the total 532 flat owners: (a) 196 flat owners have already opted for the Buy-back Option (Option-1) and have executed the necessary documents in favour of the developer; (b) 164 flat owners have executed Redevelopment Agreements with the developer for redevelopment of their flats; (c) Consequently, 172 flat owners presently remain to exercise their option or finalize their arrangements with the developer.

9. It has further been brought to the notice of the undersigned that approximately 80-90 occupants have still not vacated their respective flats despite the buildings having been declared unsafe by the respective authorities. It is also submitted that all five towers of Phase-I

(Towers D, E, F, G and H) have already been completely demolished by the Builder, and the continued occupation of the remaining unsafe structures has become a matter of serious concern from the standpoint of public safety and timely redevelopment.

10. That, as a result of the meetings and deliberations held between the parties and stakeholders, substantial progress has been made towards arriving at an agreed redevelopment framework. Except for the issue relating to the date from which rent is to become payable, the parties are broadly ad idem on the following terms:

(i) CIPL is in advanced discussions with M/s Sobha Ltd. and proposes to execute the redevelopment agreement with Sobha after the order of this Hon'ble Court. The Project redevelopment shall accordingly be undertaken by M/s Sobha Ltd. under the Sobha Redevelopment Agreement with CIPL.

(ii) The Phase-11 homeowners have agreed

in principle to contribute Rs. 1,000/- per sq. ft., subject to M/s Sobha Ltd. undertaking the redevelopment of the project. There shall be no additional or hidden financial burden on the existing homeowners.

(iii) The redeveloped apartments allotted to existing homeowners shall have the same carpet area, subject to a maximum variation of $\pm 3\%$, and the same product, specifications, quality, branded materials, finishes, fixtures, fittings and amenities as those being marketed and sold by M/s Sobha Ltd, to new customers in the redeveloped project. Homeowners of Towers A, B, C and J shall be allotted their redeveloped apartments within the currently located Phase-II land/towers.

(iv) Redevelopment and physical handover of the redeveloped apartments shall be completed within 48 months from the date of vacation of all Phase-II towers, with appropriate safeguards for timely completion.

(v) CIPL/M/s Sobha Ltd. shall be entitled to utilise the maximum FAR, TDR and other development potential legally permissible under applicable laws, regulations and approvals.

(vi) One-time relocation charges of ₹40,000/- per homeowner of Towers A, B, C and J, as decided by the District Administration, shall be paid irrespective of whether vacation takes place before or after execution of the settlement documentation.

11. That the parties have, thus, broadly arrived at a consensus on the aforesaid redevelopment framework.

12. That the undersigned has carefully considered the submissions advanced on behalf of the respective parties; the representations and communications received from the stakeholders; the present status of the project; the safety concerns arising from continued occupation

of structures declared unsafe; and the larger objective of securing an expeditious, workable and equitable rehabilitation and redevelopment of the project.

13. In the considered view of the undersigned, the immediate priority is to ensure that the unsafe structures are vacated within a definite time-frame while, at the same time, providing reasonable certainty to the homeowners for rent so that they can shift to alternate accommodation and ensuring that the redevelopment process commences and concludes within a time binding schedule. The proposed arrangement must also adequately secure the rental obligations so that the homebuyers are not required to repeatedly approach the authorities or this Hon'ble Court for enforcement thereof."

5. In view of above, we direct as follows :-

"i. All persons presently occupying flats in the towers declared unsafe are

directed to enter into agreements as per the terms of our order, to vacate and hand over peaceful possession of their respective units on or before 01.01.2027 (as agreed by Flat Owners), so as to enable the redevelopment process to proceed without any further Impediment. No extension of time for vacating the Flats be entertained in future so that the redevelopment process begins as soon as possible.

ii. CIPL is directed to pay fixed rent towards alternate accommodation to the eligible homeowners with effect from 31.01.2027 and continues to do so until actual physical possession of the respective redeveloped apartments is handed over to them.

iii. With a view to securing the rental obligations towards the homeowners and ensuring timely and uninterrupted payment thereof, CIPL is directed to initially deposit an estimated amount of ₹5,00,00,000/- (Rupees Five Crore only)

in a dedicated escrow account to be maintained exclusively for the said purpose. The adequacy of the amount available in the escrow account may be reviewed at intervals of six months, and CIPL may be required to replenish the escrow account, as and when necessary, so as to ensure that sufficient funds remain available at all times for discharging the rental obligations as and when they fall due.

iv. The homeowners who have already vacated their respective flats prior to the date from which rent becomes payable under the arrangement approved by this Court shall not be entitled to claim rent retrospectively for the period preceding 31.01.2027.

v. The redevelopment of the project shall be undertaken by M/s Sobha Ltd. pursuant to the redevelopment agreement/arrangement entered into between CIPL and M/s Sobha Ltd., subject to all requisite statutory permissions

and approvals. Every endeavour will be made by the State to grant necessary permission for redevelopment as necessary formalities/paperwork will be completed by the Builder preferably within a period of three weeks of such submission. as soon

vi. CIPL, through M/s Sobha Ltd., shall take all necessary steps to ensure that the redevelopment/reconstruction work commences on or before 31.03.2027.

vii. The Homeowners shall contribute Rs. 1,000/- per sq. ft., subject to M/s Sobha Ltd. undertaking the redevelopment of the project. There shall be no additional or hidden financial burden on the existing homeowners. viii. The redeveloped apartments allotted to existing homeowners shall have the same carpet area, subject to a maximum variation of $\pm 3\%$, and the same product, specifications, quality, branded materials, finishes, fixtures, fittings and amenities as those being marketed and sold by M/s Sobha Ltd.

to new customers in the redeveloped project. Homeowners of Towers A, B, C and J shall be allotted their redeveloped apartments within the currently located Phase-II land/towers.

viii. The redeveloped apartments allotted to existing homeowners shall have the same carpet area, subject to maximum variation of $\pm 3\%$, and the same product, specifications, quality, branded materials, finishes, fixtures, fittings and amenities as those being marketed and sold by M/s Sobha Ltd. to new customers in the redeveloped project. Homeowners of Towers A, B, C and J shall be allotted their redeveloped apartments within the currently located Phase-II land/towers.

ix. The entire redevelopment and physical handover of the redeveloped apartments to the existing homeowners shall be completed within a period of 48 months commencing from 01.01.2027,

subject to such safeguards, monitoring mechanism and consequences for delay as this Court may deem appropriate.

x. CIPL/M/s Sobha Ltd. shall be entitled to utilise the maximum FAR, TDR and other development potential legally permissible under applicable laws, regulations and approvals.

xi. One-time relocation charges of ₹40,000/- per homeowner of Towers A, B, C and J, as decided by the District Administration, shall be paid irrespective of whether vacation takes place before or after execution of the settlement documentation.

xii. If any flat owner still wants to sell his flat under the buy back offer of Builder, they can do so and take

monetary consideration in lieu thereof on mutually agreed terms and conditions.

xiii. In order to ensure that the redevelopment process, once approved by this Court, is not frustrated or delayed by multiplicity of proceedings before any other Court/Tribunal, it is directed that all disputes, grievances or claims/relating to or arising out of the redevelopment framework approved by us shall be placed before this Court and no coercive or restraining order affecting the implementation of the redevelopment scheme shall be passed by any Court or authority, so that the redevelopment can be undertaken and completed within the time-frame stipulated by this Court and agreed by all parties."

6. With these observations and directions, the writ petitions are disposed of. The contempt petitions are also closed. It is made clear that this order shall bind all home buyers pertaining to this project.

7. Pending interlocutory application(s), if any, is/are disposed of.

.....J.
[PAMIDIGHANTAM SRI NARASIMHA]

.....J.

[ALOK ARADHE]

NEW DELHI;
SEPTEMBER 03, 2026.

ITEM NO.64

COURT NO.5

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). 245/2025

SHASHI KANT SINGH & ORS.

Petitioner(s)

VERSUS

THE STATE OF HARYANA & ORS.

Respondent(s)

IA No. 57646/2026 - APPLICATION FOR VACATION OF INTERIM ORDER
 IA No. 102879/2026 - EXEMPTION FROM FILING O.T.
 IA No. 170099/2025 - INTERVENTION APPLICATION
 IA No. 266403/2025 - INTERVENTION APPLICATION
 IA No. 150575/2025 - INTERVENTION/IMPLEADMENT
 IA No. 92300/2025 - INTERVENTION/IMPLEADMENT
 IA No. 102878/2026 - PERMISSION TO FILE ADDITIONAL
 DOCUMENTS/FACTS/ANNEXURES, IA No. 294122/2025 - PERMISSION TO FILE
 ADDITIONAL DOCUMENTS/FACTS/ ANNEXURES

WITH

W.P.(C) No. 275/2025 (X)
 IA No. 60484/2026 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 88500/2025 - GRANT OF INTERIM RELIEF
 IA No. 92221/2025 - PERMISSION TO FILE ADDITIONAL
 DOCUMENTS/FACTS/ANNEXURES

CONMT.PET.(C) No. 772/2025 in W.P.(C) No. 273/2022 (X)
 IA No. 82451/2026 - EXEMPTION FROM PERSONAL APPEARANCE

Diary No(s). 15387/2026 (X)
 IA No. 79834/2026 - CONDONATION OF DELAY IN FILING

Date : 03-09-2026 These matters were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA
 HON'BLE MR. JUSTICE ALOK ARADHE

For Petitioner(s) : Mr. Shailesh Madiyal, Sr. Adv.
 Mr. Sanjay K. Shandilya, Adv.
 Mr. Chand Qureshi, AOR
 Mr. Ajit Mohan Singh, Adv.
 Mr. Manoj Mishra, Adv.
 Mr. Abhishek Singh, Adv.
 Mr. Adit Srivastav, Adv.
 Mr. Keshav Dev, Adv.
 Dr. Ram Kishor Choudhary, Adv.

Mr. Rajiv Talwar, Adv.

Mr. Pushkar Karni Sinha, AOR

Mr. Sunil Kumar, Sr. Adv.
Ms. Rohini Prasad, AOR
Ms. Ashika Ranjan, Adv.
Ms. Anupama Jha, Adv.
Ms. Ipsita Parida, Adv.

Mr. Saurav Arora, Adv.
Ms. Akanksha Mehra, AOR

For Respondent(s) : Mr. A. N. S. Nadkarni, Sr. Adv.
Ms. Charu Sangwan, AOR
Mr. Shubham S. Dayma, Adv.
Mr. Vijayant Dalal, Adv.

Mr. Alok Sangwan, A.A.G.
Mr. Samar Vijay Singh, AOR
Mr. Sumit Kumar Sharma, Adv.
Mr. Rajat Sangwan, Adv.
Ms. Sabarni Som, Adv.
Mr. Aman Dev Sharma, Adv.
Mr. Harsh Mehla, Adv.
Mr. Vaibhav Yadav, Adv.
Mr. Harsh Kumar Singh, Adv.
Mr. Varun Prasad, Adv.
Ms. Rashika Kapoor, Adv.

Mr. Ashish Choudhury, AOR

Mr. Rajiv Talwar, Adv.
Mr. Pushkar Karni Sinha, AOR

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

1. The Writ Petitions are disposed of and contempt petitions are closed in terms of the signed order.
2. Pending interlocutory application(s), if any, is/are disposed of.

(JAYANT KUMAR ARORA)
ASTT. REGISTRAR-cum-PS

(NIDHI WASON)
ASSISTANT REGISTRAR

(Signed order is placed on the file)