

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

**RESERVED ON: 30.09.2026
PRONOUNCED ON: 27.10.2026**

CONSUMER COMPLAINT NO. 528 OF 2015

1. Rajeev Kumar Singh & Mrs. Pratima Rathore
E-67, 1st Floor, Amar Colony,
Lajpat Nagar IV,
New Delhi-110024

2. Mr. Vijay Gupta & Mrs. Sandhya Gupta
Flat No. B-708, Plot No. 5,
Swami Daya Nand Apartments,
Sector 6, Dwarka,
New Delhi-110075

3. Mr. Gaurav Agarwal
C-75, Takshshila Apartments,
Plot No. 57, I.P. Extention,
Patparganj, Delhi-110092

4. Mr. Deepak Bhadauria and Mrs. Bimla Bhadoria
F-6, H.No.C2/10, IGNOU ROAD
Near Hanuman Dharam Kanta,
Saidulajaba Extention,
New Delhi 110068

5. Mr. Alok Pradha and Mrs. Monika Pradhan
House No. 65, Khandak,
Meerut (UP) 250002

6. Mrs. Brijesh Kumari
Flat No. B2/610, Tower-14,
Silver City, Sector PI-2,
Greater Noida-201308

7. Mr. Satish Chander Sharma
House No. 1625, HUDA, Sector-3,
Rohtak, Haryana

8. Mr. Saurabh Rawat & Mrs. Sushila Rawat
12 A2, Hindutan Times Apartments,
Mayur Vihar, Phase 1,
New Delhi-110091

9. Mr. Sanjeev Shrivastav
C-073, Assotch The Nest
Crossings Republic,
Ghaziabad-201016

10. Mr. Anil Goswami
A-23, Pandav Nagar,
Opp. Mother Dairy,
Delhi 110092

11. Mr. Amit Jain
65/22, New Rohtak Road,
Karol Bagh,
New Delhi-110005

12. Mr. Sachin Saxena & Mrs. Priyanka Saxena
198-A, Regent, Shipra Sun City,
Indirapuram, Ghaziabad
U.P. (**Deleted vide order dated 12.02.2024**)

13. Mr. Sanjiv Bhatia & Mrs. Kirti Bhatia
A-1541, Indri Nagar, Near Meena Market,
Lucknow, Uttar Pradesh 220016

14. Mr. Navneet Garg & Mrs. Pragya Garg
B-26, Pocket-2, Kendiya Vihar-2
Sector -82, Noida,
Uttar Pradesh -201304

15. Mr. Pranab B Sinha
Flat No. B-115, First Floor,
Block BK-2, Opp. Kela Godam
Shalimar Bagh, New Delhi

16. Ms. Kiran Chugh & Ms. Neelam Chugh
D-II-35, Kaka Nagar, New Delhi-110003

17. Mr. Nand Kishor Bhatia and Mrs. Namita Bhatia
251, Rajendra Nagar Street No. 3,
Kaulagard Road, Dehradun,
Uttarakhand -248001

18. Mr. Rajendra Kumar Patra & Mrs. Rashmi Patra
100B, Super MIG,
Sector 93, Noida, Uttar Pradesh

19. Mr. Ajay Kumar & Ms. Neerupama Pawar
J-1502, Prateek Wisteria,
Plot No. GH001, Sector 77,
Noida, Uttar Pradesh 201301

20. Mr. Neeraj Kr. Aggarwal
A-1/100, Hastal Road,
Street No. 16, Uttam Nagar,
New Delhi-110059

....Complainants

Vs.

1. Jaiprakash Associate Ltd.
(Through Shri Manoj Gaur, Executive Chairman & CEO)
JayPee Greens, Sector 128,
Noida-201304
Uttar Pradesh

2. Jaypee Infratech Limited
(Through Shri Manoj Gaur, Chairman & Managing Director)
Sector 128, Noida -201304,
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 577 OF 2016

Mr. Mohit Gupta
G-85, Masjid Moth
Greater Kailash-II
New Delhi-110048

....Complainant

Vs.

1. Jaiprakash Associate Limited
Registered Office:-
Jaypee Greens, Sector-128,
Noida-201304

2. Jaypee Infratech Limited
Corporate Office:
Sector-128, Noida -201304,
Uttar Pradesh India

3 M/s Jaiprakash Associates Limited
"JA House", 63, Basant Lok, Vasant Vihar,
New Delhi-110057

....Opposite Parties

CONSUMER COMPLAINT NO. 1353 OF 2016

Mr. Arun Pasi
R/o D-314, Sector 47,
Noida, UP-201301

....Complainant

Vs.

1. Jaypee Infratech Limited
Registered Office:
Sector-128, Noida -201301,
Uttar Pradesh

2. Jaiprakash Associate Limited
Registered Office:-
Jaypee Greens, Sector-128,
Noida-201301, UP

....Opposite Parties

CONSUMER COMPLAINT NO. 1000 OF 2017

1. Aashish Mehra
S/o Shri Arvind Kr. Mehra

2. Saloni Nath Mehra
W/o Shri Ashish Mehra

Both are the residents of:
126, Nilgiri Apartments
Alaknanda, New Delhi-110019

....Complainants

Vs.

1. Jaiprakash Associate Limited
Jaypee Greens, Sector-128,
Noida-201304
Uttar Pradesh

2. Jaypee Infratech Limited
Sector-128, Noida -201304,
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1002 OF 2017

Pankaj Gupta
D-504, The Crescent
Plot NO. F-2, Sector-50
Noida-201301
Uttar Pradesh

....Complainant

Vs.

1. Jaiprakash Associate Limited
Jaypee Greens, Sector-128,
Noida-201304
Uttar Pradesh

2. Jaypee Infratech Limited
Sector-128, Noida -201304,
Uttar Pradesh India

....Opposite Parties

CONSUMER COMPLAINT NO. 458 OF 2018

1. Urmila Prakash
W/o Sh. Vijay Prakash
B-13, Pamposh Enclave
Delhi-110048

2. Samarth Prakash
S/o Sh. Vijay Prakash
B-13, Pamposh Enclave,
Delhi-110048

....Complainant

Vs.

1. Jaiprakash Associate Limited
Jaypee Greens, Sector-128,
Noida-201304
Uttar Pradesh

2. Jaypee Infratech Limited
Sector-128, Noida -201304,
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 800 OF 2016

1. Dr. Navin Kalra with Dr. Sarika Kalra
KM079A1803, Kosmos at
Jaypee Greens, Noida

2. Ms. Kukanya Bahl with Mr. Arjun Bahl
KCA0081007,
Wishtown Klassic at Jaypee Greens
Noida

3. Mr. Aqrar Ahmed Khan with Mrs. Musarat Khan
PH2-902, Pavilion Heights at Jaypee Greens,
Noida

4. Mr. Rajalingam Palanivel
KCC0021604, Wishtown Klassic at Jaypee Greens,
Noida

5. Mrs. Nina Bali
KLP0051603, Laplypso Court,
Tower No. 05 at Jaypee Greens,
Noida (**Deleted vide order dated 22.07.2025**)

6. Ms. Abha Pathak with Mr. Rajiv Pathak
KM079A1902
Kosmos at Jaypee Greens, Noida

7. Mr. Dushyant Kumar Gupta &
Mrs. Rashmi Gupta
JGNKCB050004
Wishtown Klassic at Jaypee Greens,
Noida

8. Mr Dharmendra Singh
KCC0021601
Wishtown Klassic at Jaypee Greens,
Noida (**Deleted vide order dated 22.07.2025**)

9. Gitanjali Prashar with Mr. Vijay Singh
KBA 15-901
Kensington Boulevard at Jaypee Greens,
Noida

10. Mr. Akhilesh Sahadevan with
Mrs. Vazndana Akhilesh Mr. Deepak Kumar
A4-1002 Wishtown Klassic at Jaypee Greens,
Noida (**Deleted vide order dated 22.07.2025**)

11. Mr.S.P. Gagnani with Mr. P.A. Gagnani
Earlier allotted to Mrs. Soma Ghosh with Mr. TK Ghosh
GD10270503, Garden Isles at Paypee Greens,
Noida

....Complainants

Vs.

1. Jai Prakash Associates Limited
Through its Managing Director
Registered Office:-
Jaypee Greens, Sector-128,
Noida-201304, U.P.

2. Jaypee Infratech Limited
Through its Managing Director
Sector-128, Noida -201304,
Uttar Pradesh

3 Mr. Manoj Gazur
Executive Chairman & CEO
Jaiprakash Associates Limited
Noida-201304
UP (India)

4. Shri Sachin Gaur
Whole-time Director & CEO
Jaypee Infratech Ltd.
Sector 128, Noida -201304
U.P. India

....Opposite Parties

(as per amended memo of parties)

CONSUMER COMPLAINT NO. 1293 OF 2016

1. Kirat Singh
Having office at
E-1, Lower Ground Floor,
Lajpat Nagar-III,
New Delhi-110024

2. Surjeet Kumar Gupta
Having office at:
E-1, Lower Ground Floor,
Lajpat Nagar –III
New Delhi-110024

3. Pramod Kumar Singh
Having Office at:
E-1, Lower Ground Floor,
Lajpat Nagar –III
New Delhi-110024

....Complainants

Vs.

1. Jaypee Infratech Limited
Having its Office at:
Sector-128, Noida,
Uttar Pradesh

2. Jai Prakash Associates Limited
Having its office at
Registered Office:-
Jaypee Greens, Sector-128,
Noida, Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1352 OF 2016

1. Mr. Ajay Mahajan
S/o Mr. Gandharva Mahajan

2. Mrs. Manita Mahajan
W/o Mr. Ajay Mahajan

Both Residents of:
Apartment No. 1601,

Tower No. OC-3/PH-1,
Orange County,
Indirapuram, Ghaziabad-201301
U.P.

....Complainants

Vs.

1. Jaypee Infratech Limited
Having its Registered Office at:
Jaypee Greens,
Sector-128, Noida-201304
U.P.

2. M/s Jai Prakash Associates Limited
Having its Registered office at-
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1683 OF 2016

Jaypee Klassic Oil Home Buyers Association
(A Society registered under Societies Registration Act, 1860)
Having its office at:
3/3381, Sector D, Pocket 3,
Vasant Kunj, New Delhi-110070
Through its President

....Complainant

Vs.

1. Jai Prakash Associates Ltd.
(A company registered under the Companies Act, 1956)
Having its office at-
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh
Through its Managing Director

Also at:
63, JA House
Basant Lok, Vasant Vihar,
New Delhi-110057

2. Jaypee Infratech Limited
(A company registered under the Companies Act, 1956)
Having its office at-

Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh
Through its Managing Director

....Opposite Parties

CONSUMER COMPLAINT NO. 1100 OF 2017

1. Arvind Mohan

2. Ms. Anita Behl

Both Residing at:
8 A/5 F Floor,
Old Rajendra Nagar,
New Delhi-110060

....Complainants

Vs.

1. Jai Prakash Associates Ltd.

2. Jaypee Infratech Limited

Both having their office at:
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1281 OF 2017

1. Sham P. Bhatia
Flat No. 6, Buddha Apartment
109/2A, CC Colony
Near Rana Pratap Bagh
New Delhi-110007

2. Sulochna Bhatia
Flat No. 6, Budhha Apartment
109/2A, CC Colony
Near Rana Pratap Bagh
New Delhi-110007

3. Amul S. Bhatia
Flat No. 6, Budhha Apartment
109/2A, CC Colony
Near Rana Pratap Bagh
New Delhi-110007

4. Atul G. Bhatia
Flat No. 6, Budhha Apartment
109/2A, CC Colony
Near Rana Pratap Bagh
New Delhi-110007

....Complainants

Vs.

1. Jaiprakash Associates Ltd.
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh

2. Jaypee Infratech Ltd.
Sector-128,
Noida-201304,
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1445 OF 2017

1. Deepa Sharma
D/o Sh. S.M. Sharma
Permanent R/o
34, Vijay Block, Laxmi Nagar
Street No. 3,
Delhi-110092

Also At:
House No. 115, 1st Floor,
Chitra Vihar Delhi-110092

....Complainant

Vs.

1. Jaiprakash Associates Limited
Having its Regd. Office at:
Jaypee Greens, Sector-128,
Noida-201304, U.P.

2. Jaypee Infratech Limited
Having its Regd. Office at:
Jaypee Greens,
Sector-128,
Noida-201304,
U.P.

....Opposite Parties

CONSUMER COMPLAINT NO. 1382 OF 2016

Mr. Ravi Shanker Jalan
330, Mandakini Enclave,
Alaknanda, New Delhi-110019

....Complainant

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201304 (U.P.)

2. Jaypee Infratech Limited
Jaypee Greens, Sector-128,
Noida-201304,
(U.P.)

3. Mr. Manoj Gaur
Executive Chairman & CEO
Jaypee Greens, Sector-128
Noida-201 304 (UP)
Also at: "JA House", 63, Basant Lok,
Vasant Vihar, New Delhi-110057
(Deleted vide order dated 06.09.2016)

....Opposite Parties

CONSUMER COMPLAINT NO. 1544 OF 2016

1. Ankur Singhal S/o Sh. D.K. Singhal
2. Riya Singhal W/o Sh. Ankur Singhal
- 3 Anuj Singhal S/o Sh. D.K. Singhal

All R/o 39/15 Old Rajinder Nagar
New Delhi-110060
(Complainant No. 2 & 3 through their SPA holder Complainant No.1)Complainants

Vs.

Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201304 (U.P.)

....Opposite Party

CONSUMER COMPLAINT NO. 1979 OF 2016

1. Rekha Thakur
C-74, Parivahan Apartments,
Sector-5, Vasundhara, Ghaziabad,
Uttar Pradesh-201012

2. Pradeep Thakur
C-74, Parivahan Apartments,
Sector-5, Vasundhara, Ghaziabad,
Uttar Pradesh-201012

....Complainants

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh

2. Jaypee Infratech Limited
Jaypee Greens,
Sector-128, Noida-201304
U.P.

....Opposite Parties

CONSUMER COMPLAINT NO. 538 OF 2017

Prem Singh Khamesra
R/o A-61, Sector-30,
Noida, Uttar Pradesh

....Complainant

Vs.

Jaiprakash Associates Ltd.
Jaypee Greens, Sector-128,
Noida, U.P.

....Opposite Party

CONSUMER COMPLAINT NO. 1001 OF 2017

Amit Goel
A-3/221, T-8,
Purvanchal Silver City,
Sector-93, Noida, Uttar Pradesh

....Complainant

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201 304, Uttar Pradesh

2. Jaypee Infratech Ltd.
Sector-128,
Noida-201304
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1669 OF 2016

Jaypee Buddh Circuit Studios Buyers Association
Through its General Secretary
Shri Harbinder Singh Mehra

Regd. Office At:
Flat No. 390,
DDA Flats, Pocket A, Phase 2,
Dwarka, New Delhi

....Complainant

Vs.

Jaiprakash Associates Ltd.
Through its Managing Director

Office At:
Sector-128,
Noida, Uttar Pradesh-201304

....Opposite Party

CONSUMER COMPLAINT NO. 2225 OF 2016

Sulabh Singal
T3/802, Vipul Greens
Sohna Road, Sector 48,
Gurgaon, Haryana 122018

....Complainant

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201304, Uttar Pradesh

2. Jaypee Infratech Pvt. Ltd.
Sector-128, Noida-201304
Uttar Pradesh, India

....Opposite Parties

CONSUMER COMPLAINT NO. 648 OF 2017

Mr. Ashok Kumar Singh,
S/o Shri Suraj Pal Singh,
Bungalow No. 16, 2nd Floor,
G Block, Saket, New Delhi-110017

....Complainant

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens, Sector-128,
Noida-201304 (U.P.)

2. Mr. Manoj Gaur, Executive Chairman & CEO
Jaypee Greens, Sector-128, Noida-201304, U.P.

3. Mr. Sunil Kumar Sharma, Executive Vice Chairman
Jaypee Greens, Sector-128, Noida-201304, U.P.

4. Mr. Sunny Gaur, Managing Director (Cement)
Jaypee Greens, Sector-128, Noida-201304, U.P.

5. Mr. Pankaj Gaur, Joint Managing Director (Construction)
Jaypee Greens, Sector-128, Noida-201304, U.P.

6. Mr. Ranvijay Singh, Whole-time Director,
Jaypee Greens, Sector-128, Noida-201304, U.P.
(OPs- 2 to 6 deleted vide order dated 24.03.2017)

7. Mr. Rahul Kumar,
Whole-Time Director & CFO
Jaypee Greens, Sector-128,
Noida-201304, U.P.

8. Mr. Mohinder Paul Kharbanda
Company Secretary & Compliance Officer
Jaypee Greens, Sector-128,
Noida-201304, U.P.

....Opposite Parties

CONSUMER COMPLAINT NO. 1019 OF 2017

1. Shanker Chhabra

S/o Shri P.K. Chhabra
R/o G-9, Ashok Vihar,
Phase-1, Delhi-110052

2. Mrs. Savita Chhabra W/o Shri P.K. Chhabra
R/o G-9, Ashok Vihar, Phase-1, Delhi-110052

....Complainants

Vs.

1. Jaypee Infratech Limited
Registered Office:
Jaypee Greens,
Sector-128, Noida-201304
Uttar Pradesh, India

2. Jaiprakash Associates Limited
Registered Office:
Jaypee Greens, Sector-128,
Noida-201304
Uttar Pradesh, India`

....Opposite Parties

CONSUMER COMPLAINT NO. 1046 OF 2017

Amanjot Singh Bedi
S/o Mr. P.S. Bedi
134, Vigyan Vihar,
Delhi-110092, India

....Complainant

Vs.

1. Jaiprakash Associates Limited
Jaypee Greens,
Sector-128, Noida-201304
Uttar Pradesh

2. Jaypee Infratech Limited
Sector-128,
Noida-201304
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 1111 OF 2017

Mr. Atul Kumar Jain,
S/o late Sh. B.D. Jain

1(a) Seema Jain, W/o Atul Jain,
both resident of 22 Inder Enclave,
Paschim Vihar,
New Delhi 110087

2. Mr. Alok Kumar Mishra,
S/o Mr. R.K. Mishra,
73, Deen Dayal Nagar,
Kanpur 208002,
Uttar Pradesh, India

3. Mr. Vikrant Jain, S/o Dr. Ramesh C. Jain,
Resident of 106, Mall Apartments, Mall Road,
Delhi 110054 India,
Presently residing at 203/3,
Faculty Housing, Gandhinagar, Palaj,
IIT Gandhinagar, Gujarat 382355

4. Mr. Suneet Kapur,
S/o Late Sh. Gurbaksh Lal Kapur

4(a) Ms. Kavita Kapur, W/o Mr. Suneet Kapur,
Both residents of 87, Shrestha Vihar,
56-58 Link Road, I.P. Extension,
Vikas Marg, Delhi 110092 India,
presently residing in Dubai (U.A.E.)

5. Mr. Rajesh Manocha, son of Mr. Pritam Lal Manocha

5(a) Ms. Neelu Manocha, W/o Mr. Rajesh Manocha,
both resident of B-303, True Friends CGHS,
Plot No. 29, Sector 6, Dwarka,
New Delhi 110075 India

6. Ms. Anu Kundra, D/o Mr. S.K. Kundra

6(a) Ms. Asha Kundra, W/o Mr. S.K. Kundra,
Both residents of G-905, Surya Vihar, Dundahera,
Gurugram 122016, Haryana

7. Mrs. Ivleen Khurana W/o Mr. Jaskaran Singh Khurana

7(a) Mr. Jaskaran Singh Khurana, S/o Mr. Amritpal Singh Khurana,
Both resident of D-15, Marg-13,
Saket, New Delhi 110017, India

8. Mrs. Jasmeet Kohli, wife of Mr late Jasbir Singh Kohli,
Resident of C- 1/1411 Vasant Kunj,
New Delhi 110070, India

9. Mr. Anuj Agarwal, S/o Mr. Jagat Behari Agarwal,
C/o Dr. Pankaj Goel, C-53, Sector-G, LDA Lucknow 226012,
Uttar Pradesh, India,
presently residing at D-801, Bren Avalon,
Doddanakundi, Kartik Nagar,
Banglore 560037

10. Mr. Dinesh R, S/o Mr. R. Ramesan Nair

10(a) Ms. Seema M, W/o Mr. Dinesh,
both presently residing at Deepthi,
Sankar Nagar 901, Kaimanom PO,
Trivandrum 695040

11. Ms. Shweta Kumari, W/o Mr. Prashant Kumar,
Resident of 101- Jamuna Complex,
A-Block, Jai Prakash Nagar, Near Smt. Merry School,
Ashiana Road-Digha Road,
Patna 800025, Bihar, India

12. Mr. Prabish Chandran, S/o Mr. V.P. Chandran

12(a) Ms. Reena Raghavan, W/o Mr. Prabish Chandran,
Both R/o EH-1 806, Eldeco, Utopia, Sector 93A,
Noida, Uttar Pradesh 201304 India

13. Mr. Suresh Kumar Batra, S/o Mr. B.L. Batra

13(a) Mrs. Sangeeta Batra, W/o Mr. Suresh Kumar Batra,
Both resident of E-180, First Floor, Greater Kailsh-II,
New Delhi-110048

14. Mr. Sushil Kumar Khanna, S/o late Sh. Sitaram Khanna

14(a) Ms. Monica Khanna, wife of Mr. Sushil Kumar Khanna,
Both resident of B-14, Vasant Kunj Enclave,
New Delhi 110070, India

15. Mr. Naveen Gupta, S/o Mr. Dharampal Gupta

15(a) Ms. Sudha Gupta, wife of Mr. Naveen Gupta,
Both resident of B- 129, Gujrawala Town,
Part-1, Delhi 110009

16. Ms. Aarti Sharma, W/o Mr. Ashish Kumar Khullar

16(a) Mr. Ashish Kumar Khullar, S/o Mr. Ravi Kumar Khullar,
Both residents of 2429, Sector C, Pocket-2,
Vasant Kunj, New Delhi 110070, India

17. Mrs. Nirmal Taneja, W/o Mr. Amarjit Singh Taneja

17(a) Mr. Amarjit Singh Taneja, S/o Mr. Surjit Singh Taneja,
Both resident of 5, Supreme Enclave, Mayur Vihar,
Phase-1, Delhi 110091

18. Mr. Saptansu Mukherjee, S/o Mr. Suranjan Mukherjee

18(a) Ms. Tultul Mukherjee, W/o Mr. Saptansu Mukherjee,
Both resident of 201 Sameer Al Mahmood Building,
Off King Faisal Road, Sharjah, UAE

19. Ms. Anuradha Dhawan, D/o Mr. K.D. Dhawan,
Resident of C-398, Defence Colony,
New Delhi 110024, India

20. Ms. Sandhi Rastogi, W/o Mr. Siddhart Shankar Pandey

20(a) Mr. Siddhart Shankar Pandey, S/o Mr. Upendra Pandey,
Both R/o H-572, Palam Vihar,
Gurgaon, Haryana, India

21. Mr. Abhishek Shukla, S/o Mr. H.N. Shukla

21(a) Mrs. Neetu Tiwari, W/o Mr. Abhishek Shukla,
Both at present residing at H-1902, Raheja Heights,
Off General A.K. Vaidya Marg,
Filmcity Road, Malad East, Mumbai 400097

22. Lt. Colonel Rajeev Yadav, S/o Mr. Man Singh Yadav

22(a) Mrs. Manoj Yadav, W/o Lt. Colonel Rajeev Yadav,
presently residing at Officers Training Academy,
Gaya, Bihar 823005,
permanent Resident of Gangotri Apartment,
Block F, Vikaspuri, Delhi, India

23. Mr. Abhishek Chavan, S/o Mr. Avinash Laxman Chavan,
Resident of P-59, C Shankar Vihar,
Delhi Cantonment, New Delhi,
India 110016,
presently residing in House No. 1582, Sector 4,
Urban Estate, Gurugram 122001

24. Mr. Sumit Verma, S/o Mr. M.S. Verma,
Resident of 15/954, Vasundhara, Near Sahibabad,
Subzi Mandi, Ghaziabad,
Uttar Pradesh, India

25. Mr. Gurnab Singh, S/o Mr. Harbans Singh and
Ms. Divya Rohila, W/o Mr. Gurnab Singh,
Both Resident of 24 C,
Pocket-L, Sheikh Sarai Phase-II,
Delhi, 110017 India

26. Mr. Amit Sharma, S/o Mr. H.K. Sharma,
Resident of 6D, Dhruv Apartment,
Plot No. 43 Sector 13,
Rohini, New Delhi 110085

Through Power of Attorney Mrs. Sunita Sharma, resident of 6D,
Dhruv Apartment, Plot No. 43 Sector 13, Rohini, New Delhi 110085

27. Mrs. Sapna Kulshrestha, w/o Mr. Subrat Kulshrestha

27(a) Mr. Subrat Kulshrestha, S/o Mr. M.S. Kulshrestha,
Both resident of 9A, Pocket B, SFS Flats,
Mayur Vihar, Phase-III, Delhi

28.Mr. Jayant Singh

28(a) Mrs. Saroj Kumari Singh,
Both resident of Block 615, Choa Chu Kang Street 62,
#04-249, Singapore 680615

29. Ms. Anju Sabharwal, D/o late R.J. Sabharwal,
Resident of K- 27, Kailash Colony,
New Delhi 110048 India

30. Mr. Rakesh Kumar Paul, S/o Late Sh. Jagannath Paul,
R/o L2A/11, Mohan Garden, Uttam Nagar,
New Delhi 110059

VERSUS

1. Jaiprakash Associates Limited
Sector 128, Noida 201304
Uttar Pradesh

2.Jaypee Infratech Ltd., Sector 128,
Noida 201304, Uttar Pradesh

.....Opposite Parties

CONSUMER COMPLAINT NO. 1856 OF 2017

1. Dr. Amita Gupta
Amita Maternity Home
D.M. Road, Palwal
Haryana -121102

2. Dr. Ved Prakash Guta
Amita Maternity Home
D.M. Road, Palwal,
Haryana-121102

....Complainants

Vs.

1. Jaiprakash Associates Limited
Jaypee Infratech Limited

Address for Both:

Jaypee Greens,

CC/528/2015, 577, 1353/2016, 1000, 1002/2017, 458/2018, 800, 1293, 1352, 1683/2016, 1100, 1281,
1445/2017, 1382, 1544, 1979/2016, 538, 1001/2017, 1669, 2225/2016, 648, 1019, 1046, 1111, 1856, 1629, 1537, 1833,
2258/2017, 986/2019, 2663/2017, 3362/2017, EA/117/2021 (CC/3837/2017), EA/264/2022 (CC/1401/2016) AND EA/645/2023 (CC/2353/2017)

Sector-128, Noida-201304
(U.P.)

....Opposite Parties

CONSUMER COMPLAINT NO. 1629 OF 2017

1. Mr. Rajesh Kumar Sharma
S/o Late Shri Manohar Das

2. Mrs. Seema Sharma
W/o Mr. Rajesh Kumar Sharma

Both Residents of:
1881, Sector-29,
Brahmaputra Apartment,
Noida-201303

....Complainants

Vs.

1. M/s Jaiprakash Associates Limited
Through its Managing Director
Regd. Office:
Sector-128, Noida,
U.P.-201304

2. M/s Jaypee Infratech Limited
Through its Managing Director
Regd. Office:
Sector-128, Noida,
U.P.-201304

....Opposite Parties

CONSUMER COMPLAINT NO. 1537 OF 2017

1. Shivraj Krishna Gupta
R/o 6, Padmini Enclave
Hauz Khas, New Delhi-110016

....Complainants

Vs.

M/s Jaiprakash Associates Limited
(Through its Managing Director/Directors)
Regd. Office at:
Sector-128, Noida,
U.P.-201304

....Opposite Party

CONSUMER COMPLAINT NO. 1833 OF 2017

1. Smt. Joohi Garg
D/o Sh. Ved Prakash Vaish
R/o 35 – Cariappa Road
Cantt, Kanpur
U.P. -208004

2. Smt. Namrata Garg
D/o Sh. Gopal Ji Agarwal,
R/o 35 – Cariappa Road,
Cantt, Kanpur
U.P.-208004

3. Shri Aditya Garg
S/o Sh. Pavan Kumar Garg,
R/o 35 – Cariappa Road,
Cantt, Kanpur,
U.P.-208004

....Complainants

Vs.

1. Jaypee Infratech Limited
Through its Managing Director
Regd. Office at:
Jaypee Greens,
Sector-128, Noida-201304
(U.P.) India

2. Jaiprakash Associates Limited
Through its Managing Director
Regd. Office at:
Jaypee Greens, Sector-128,
Noida-201304 (U.P.) India

....Opposite Parties

CONSUMER COMPLAINT NO. 2258 OF 2017

1. Mr Rakesh Aggarwal
S/o Mr. Hem Raj Aggarwal
R/o A-302, Eldeco Ananda,
Sector-48, Noida-201 301

Uttar Pradesh

2. Mrs. Micky Aggarwal
W/o Mr. Rakessh Aggarwal
R/o A-302, Eldeco Ananda,
Sector-48, Noida-201 301
Uttar Pradesh

....Complainants

Vs.

1. Jaiprakash Associates Limited
Having its Registered office at:
Jaypee Greens,
Sector-128, Noida-201 304
Uttar Pradesh

Also at:

63, JA House
Basant Lok, Vasant Vihar
New Delhi-110057

2. Jaypee Infratech Limited
Having its Registered office at:
Sector-128,
Noida-201 304
Uttar Pradesh

....Opposite Parties

CONSUMER COMPLAINT NO. 986 OF 2019

Ratika Aggarwal
D/o Shri Chimman Lal Aggarwal
Flat No. 19, Rajkamal Hill Top,
Hill Top, Marol Church Road,
Andheri East,
Mumbai-400059

....Complainant

Vs.

1. Jaiprakash Associates Limited
Having its Registered office at:
Sector 128, Noida City,
Uttar Pradesh

AND

Also having its office at:

63, J House
Basant Lok, Vasant Vihar
New Delhi-110057

2. Jaypee Infratech Limited
Having its registered office at:
Sector-128, Noida City
Uttar Pradesh
Through the Interim Resolution Professional
Anuj Jain

3. ICICI Bank Limited
Having its registered office at:
ICICI Bank Tower,
Near Chakli Circle,
Old Padra Road,
Vadodara 390007
Gujarat

....Opposite Parties

CONSUMER COMPLAINT NO. 2663 OF 2017

1. Rana Vikram Anand
A-18, Green Park Main
Govind Villa,
New Delhi-110016

2. Divya Anand
A-18, Green Park Main,
Govind Villa,
New Delhi-110016

....Complainants

Vs.

1. Jaiprakash Associates Limited
"JA HOUSE"
63, Basant Lok, Vasant Vihar
New Delhi-110 057, India

Also at:

Jaiprakash Associates Limited

CC/528/2015, 577, 1353/2016, 1000, 1002/2017, 458/2018, 800, 1293, 1352, 1683/2016, 1100, 1281,
1445/2017, 1382, 1544, 1979/2016, 538, 1001/2017, 1669, 2225/2016, 648, 1019, 1046, 1111, 1856, 1629, 1537, 1833,
2258/2017, 986/2019, 2663/2017, 3362/2017, EA/117/2021 (CC/3837/2017), EA/264/2022 (CC/1401/2016) AND EA/645/2023 (CC/2353/2017)

Sector 128, Noida -201304
Uttar Pradesh, India

2. Jaypee Infratech Limited
Sector-128, Noida City
Uttar Pradesh (**Deleted vide order dated 12.09.2025**)

....Opposite Parties

CONSUMER COMPLAINT NO. 3362 OF 2017

1. Mr. Ashish Garg
S/o Sh. Narayan Sarup Garg
L-35, Shashtri Nagar,
Delhi-110052

2. Ms. Shikha Garg
W/o Mr. Ashish Garg
L-35, Shashtri Nagar,
Delhi-110052

....Complainants

Vs.

1. Jaiprakash Associates Limited
"JA HOUSE"
63, Basant Lok, Vasant Vihar
New Delhi-110 057, India

Also at:
Jaiprakash Associates Limited
Sector 128, Noida -201304
Uttar Pradesh, India

2. Jaypee Infratech Limited
Sector-128, Noida City
U.P.-201 304

3. Housing Development Corporation of India
Raman House, 169, Backbay Reclamation,
Mumbai-400020

....Opposite Parties

EA/117/2021

IN
CONSUMER COMPLAINT NO. 3837 OF 2017

Smt. Saumya Agrawal
W/o Mr. Ramanathan Narayanan
D/o Mr. Rajeev Agrawal,
R/o Flat No. 303, Tower-5,
Parsvanath Prestige-II,
Sector-93A, Noida (U.P.)

....Complainant

Vs.

Jaiprakash Associates Limited
Through its Executive Chairman
Jaypee Greens, Sector-128,
Noida-201304

....Opposite Party

EA/264/2022
IN
CONSUMER COMPLAINT NO. 1401 OF 2016

Jaypee Kove Buyers Association
D-102, KH No. 71,
Ground Floor,
Freedom Fighter Enclave,
IGNOU Road,
Neb Sarai-110074

....Complainant

Vs.

1. Jaiprakash Associates Ltd.
Having its Registered Office at-
Sector-128, Noida
Uttar Pradesh- 201 304

2. Jaypee Sports International Limited
Having its registered office at:
Sector -128, Noida
Uttar Pradesh -201 304

3. Chairman-cum-Managing Director
Having its registered office at:
Sector -128, Noida

Uttar Pradesh -201 304

4. Chairman-cum-Managing Director
Having its registered office at:
Sector -128, Noida
Uttar Pradesh -201 304

....Opposite Parties

EA/645/2023
IN
CONSUMER COMPLAINT NO. 2353 OF 2017

Dhruv Kapoor
S/o Shri Rajesh Kapoor
R/o C-690, New Friends Colony,
New Delhi-110025

....Complainant

Vs.

Jaiprakash Associates Ltd.
Having its Registered Office at:
Jaypee Greens
Sector-128, Noida-201 304
Uttar Pradesh

....Opposite Party

BEFORE:

HON'BLE DR. INDER JIT SINGH, PRESIDING MEMBER
HON'BLE MR. SHASHI NANDKEOLYAR, MEMBER

For the Complainant(s):

IN CC/577/2016, CC/1000/2017,
CC/1002/2017, CC/458/2018,
CC/1281/2017, CC/1001/2017,
CC/2225/2016 & CC/1046/2017

MD. IMRAN AHMED, ADV
MR. ADITYA PRATAP SINGH, ADV

IN CC/528/2015, CC/1352/2016, :
CC/1100/2017, CC/1382/2016,
CC/1544/2016, CC/538/2017,
CC/1669/2016, CC/648/2017,
CC/1019/2017, CC/1111/2017,
CC/1856/2017, CC/1629/2017,
CC/1537/2017, EA/264/2022 & EA/645/2023

NONE

IN CC/1353/2016	:	MR. ANIMESH B., ADV
IN CC/800/2016	:	MR. AVINASH ANKIT, ADV (VC)
IN CC/1293/2016	:	MS. PRIYA NAGPAL, ADV
IN CC/1683/2016	:	MR. RAJAT RANA, ADV (VC) APPLICANT: MR. SHASHI KANT, ADV
IN CC/1445/2017	:	IN PERSON (VC)
IN CC/1979/2016	:	MR. DEDESH PANDA, ADV (VC) MS. SREE MADHURI K., ADV
IN CC/1833/2017	:	MR. SAQIB, ADV (VC)
IN CC/2258/2017	:	MR. PRABHAKAR TIWARI, ADV (VC)
IN CC/986/2019	:	MR. AKASH GARG, ADV (VC)
IN CC/2663/2017 & CC/3362/2017	:	MR. JOEL, ADV MR. FARAZ ALAM, ADV
IN EA/117/2021	:	DH: MR. PAWAN SHREE AGARWAL, MS. KRITI JAIN & MS. SOUMYA DAS, ADVS

For the Opp. Party(s):

FOR JAL IN ALL CASES	:	MR. DHRUV GUPTA, ADV
FOR JIL IN CC/528/2015, : CC/577/2016, CC/1353/2016, CC/1000/2017, CC/1002/2017, CC/458/2018, CC/1683/2016 & CC/2225/2016	:	MR. SAMEER SAGAR, ADV (VC)
FOR JIL IN CC/800/2016, : CC/1293/2016, CC/1352/2016 & CC/1833/2017	:	MR. DHAIRYA VERENKAR, ADV (VC)
FOR JIL IN CC/1382/2016, : CC/1544/2016, CC/1979/2016, CC/538/2017 & CC/1001/2017	:	MR. GAURAV VIG, ADV (VC)

IN CC/986/2019 OP-3 (BANK) : MS. NANDIKA KAUSHIK, ADV

ORDER

DR.INDER JIT SINGH, PRESIDING MEMBER

1. These 35 cases, listed in Annexure-A to this order, involve similar issues, viz. the request of the Opposite Parties (OPs) for closure of the consumer complaint, or the request of the Judgment Debtors (JDs) for closure of the execution proceedings, on the ground that a resolution plan has been approved by the competent authority. Three of the 35 cases are Execution Applications, namely EA/117/2021 (in CC/3837/2017), EA/264/2022 (in CC/1401/2016) and EA/645/2023 (in CC/2353/2017); the remaining 32 are consumer complaints. Since the question arising in all of them is common, they are being disposed of by this common order, with CC/528/2015 taken as the lead case.

2. Applications for dismissal/closure have been filed in 33 of the 35 cases, by Jaypee Infratech Ltd. (JIL) in 24 cases and by Jaiprakash Associates Ltd. (JAL) in 9 cases, as detailed in Annexure-A. In EA/117/2021 and EA/645/2023 no formal IA was filed, but closure of the execution proceedings was sought orally by JAL on the grounds of the approved resolution plan, in view of section 31 of IBC 2016 and judgment of Hon'ble Supreme court in ***Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657***. In EA/117/2021 the Decree Holders (DHs) were represented through an Advocate and were heard. However in EA/645/2023, none represented the DHs. **Hence, it is decided to delink this case viz EA/645/2023 from the batch and list it on another date to :**(a) enable the OP's to file a formal IA seeking Closure ;(b) issue notice to DHs to enter appearance and file response to IA. **Hence, this order will cover only 34 cases, except EA/645/2023 in CC/2353/2017, which is delinked and posted for further hearing on 27.11.2026.**

3. The lead Consumer Complaint, CC/528/2015, was instituted on 23.06.2015 under Section 12(1)(c) of the Consumer Protection Act, 1986 against M/s Jaiprakash Associates Ltd. ("JAL"/OP-1), and M/s Jaypee Infratech Ltd. ("JIL"/OP-2). Subsequently the OPs went into IBC process and moratorium was imposed by NCLT, due to which cases were adjourned sine die.

4. Applications of JIL (OP-2): IA No. 11169 of 2026 in CC/528/2015 and the corresponding applications in the connected cases

IA No. 11169 of 2026 in CC/528/2015 (and the corresponding applications filed by JIL in the other connected cases, as listed in Annexure-A), seeks closure/disposal of the Complaint as infructuous in view of the Resolution Plan approved by the Hon'ble NCLT, Principal Bench, New Delhi, vide order dated 07.03.2023 in CIRP *qua* JIL. The grounds raised are, in substance, as under:

a) On an application by IDBI Bank Ltd. under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("IBC"), the NCLT, Allahabad Bench, initiated CIRP against JIL on 09.08.2017 and appointed Mr. Anuj Jain as Interim Resolution Professional. A moratorium under Section 14 IBC came into operation, which also barred consumer complaints against JIL. The Hon'ble Supreme Court directed recommencement of the CIRP on 09.08.2018 in *Chitra Sharma & Ors. v. Union of India & Ors.*, (2018) 18 SCC 575, and a fresh public announcement in Form A was made on 17.08.2018.

b) Mr. Kuldeep Verma, Insolvency Professional, was appointed as Authorised Representative of the financial creditors in the class of real-estate allottees by the Allahabad Bench on 13.01.2020, and the Complainants, having been represented in the CoC by the Authorised Representative, are bound by the decisions of the CoC.

c) Pursuant to the directions of the Hon'ble Supreme Court dated 24.03.2021 in *Jaypee Kensington Boulevard Apartments Welfare Association & Ors. v. NBCC (India) Ltd. & Ors.* (Civil Appeal No. 3395 of 2020), the CoC approved the Resolution Plan of Suraksha Realty Ltd. and Lakshadeep Investments and Finance Pvt. Ltd. by 98.66% of

votes. The NCLT, Principal Bench, approved the Plan under Section 31 IBC on 07.03.2023 (IA No. 2836 of 2021), and the NCLAT upheld the approval on 24.05.2024.

d) The approved Plan is binding on all stakeholders, including homebuyers, under Section 31(1) IBC. Clauses 17.6, 17.14, 17.16 and 34.79 of the Plan provide that homebuyers are entitled to delivery of their units in full and final settlement of all claims, that no refund shall be paid to active homebuyers, and that all proceedings filed by homebuyers before any forum, including a consumer forum, become infructuous and shall not be continued.

e) Reliance is placed on *Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Co. Ltd.*, (2021) 9 SCC 657, *Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta*, (2020) 8 SCC 531, and on the overriding effect of Section 238 IBC as held in *Innoventive Industries Ltd. v. ICICI Bank*, 2017 SCC OnLine SC 1025.

f) This Commission has already disposed of similar complaints concerning JIL in the light of the approved Plan, namely CC/3891/2017 (order dated 26.04.2024), CC/795/2016 and CC/794/2016 (orders dated 15.04.2024), CC/2147/2016 (order dated 14.02.2025) and CC/1792/2017 (order dated 18.08.2026).

5. Applications of JAL (OP-1/JD)

An application has been filed on behalf of OP-1 in CC/528/2015 viz IA 9918 of 2026 (and the corresponding applications filed by JAL in the other connected cases listed in Annexure-A). In the Application it is stated that:

a) CIRP was initiated against JAL under Section 7 IBC and Mr. Bhuvan Madan was appointed Interim Resolution Professional by the NCLT, Allahabad Bench, by order dated 03.06.2024 in CP(IB) No. 330/ALD/2018, whereupon the moratorium under Section 14 IBC came into effect.

b) The Resolution Plan submitted by Adani Enterprises Ltd. was approved by the CoC on 18.11.2025 and by the NCLT, Allahabad Bench, by order dated 17.03.2026 read

with the clarificatory order dated 08.05.2026. The NCLAT, by order dated 04.05.2026, upheld the order of the NCLT.

c) With the effective date of implementation being 21.05.2026, management and control of JAL now vests in the Successful Resolution Applicant, and the name of the company stands changed to **Adani Infrastructure Integrated Solutions Ltd.** with effect from 30.07.2026.

d) The Plan contains comprehensive provisions for the treatment, waiver and extinguishment of claims against JAL, which the NCLT has allowed (para 80 of the Plan Approval Order). All claims not forming part of the Plan stand extinguished, no proceedings can be continued in respect thereof, and Section 238 IBC gives the Code overriding effect. Reliance is placed on *Ghanashyam Mishra (supra)* and *Ajay Kumar Radheyshyam Goenka v. Tourism Finance Corporation of India Ltd.*, (2023) 10 SCC 545.

6. No reply on behalf of the Complainants to either application has been filed, and when the matter was taken up on 30.09.2026, none appeared for the Complainants in this Complaint. We have, however, kept in mind the objections that were raised by the complainants who contested the applications in the connected matters (CC/1979/2016, CC/1833/2017, CC/2663/2017 and CC/3362/2017), which were heard at length on the same date, namely that a resolution plan cannot extinguish statutory consumer remedies or penal consequences under the Consumer Protection Act, that the Act is beneficial legislation, and that the liability of the two Opposite Parties, having been jointly undertaken, is joint and several. These contentions were also considered and not accepted by this Commission in its order dated 18.08.2026 in IA No. 4191 of 2025 in CC/1792/2017.

7. The present Complaint was heard on 30.09.2026 along with 34 other matters (31 other consumer complaints and 3 execution applications) which raise the same issue, namely the request of the Opposite Parties for closure of the proceedings on the ground

that a resolution plan has been approved by the competent authority. By order of that date, this Commission recorded, *inter alia*, that:

- a) JAL's Resolution Plan was approved by the NCLT by order dated 17.03.2026 and upheld by the NCLAT by order dated 04.05.2026, and JIL's Resolution Plan was approved by the NCLT by order dated 07.03.2023 and upheld by the NCLAT by order dated 24.05.2024, and copies of these orders and of the approved plans have been placed on record;
- b) in this Complaint, no one represented the Complainants, while the learned counsel for JAL and JIL pressed for closure;
- c) the learned counsel for JAL and JIL submitted that each project finds a place in a separate resolution plan with no overlap, so that complainants who contend that their allotment was made jointly by JAL and JIL must approach either JAL or JIL in accordance with the plan in which their project/tower name appears;
- d) the learned counsel for JAL and JIL categorically submitted that they are bound by the approved resolution plans and are committed to implement them in full within the prescribed timeline, and that in case they fail to do so, the complainants are free to initiate appropriate proceedings against them before the appropriate forum; and
- e) the Opposite Parties were directed to file written notes of arguments and to ensure that copies of the relevant NCLT and NCLAT orders and the approved plans are on record and supplied to counsel for the complainants, and the email addresses of counsel for JAL and JIL were recorded for the purpose of obtaining such documents; and
- f) judgment was reserved in all the 35 cases.

8. The manner in which the complainants/DHs were represented, and the stand taken by them, differs from case to case. As recorded in the order dated 30.09.2026, the 35 cases fall into the following groups:

8.1 None appeared for the complainants/DHs in CC/528/2015, CC/1352/2016, CC/1100/2017, CC/1382/2016, CC/1544/2016, CC/538/2017, CC/1669/2016, CC/648/2017, CC/1019/2017, CC/1111/2017, CC/1856/2017, CC/1629/2017, CC/1537/2017, EA/264/2022 and EA/645/2023. The learned counsel for the OPs/JDs (JAL and JIL) were heard in these cases and pressed for closure of the complaints/execution applications.

8.2 In CC/577/2016, CC/1000/2017, CC/1002/2017, CC/458/2018, CC/1281/2017, CC/1001/2017, CC/2225/2016, CC/2258/2017 and CC/1046/2017, the complainants were represented through advocates who expressed no serious objection to closure of further proceedings, subject to their rights under the approved resolution plan being protected and to directions to the OPs to ensure strict compliance with the approved plan within the prescribed timelines.

8.3 In CC/1353/2016, CC/800/2016, CC/1293/2016 and CC/1683/2016, although the complainants were represented and heard, they stated that this Commission may take an appropriate decision on merits.

8.4 In CC/1979/2016, CC/1833/2017, CC/2663/2017 and CC/3362/2017, the learned counsel for the complainants contested the applications seeking dismissal/closure and were heard extensively. The learned counsel for the complainants in CC/2663/2017 and CC/3362/2017 stated that they were adopting the arguments made by the learned counsel in CC/1979/2016.

8.5 In EA/117/2021 in CC/3837/2017 the learned counsel for the DH was heard and submitted that the DH received possession during the pendency of the proceedings before this Commission, but is pursuing execution for relief relating to delay compensation as well as the Occupancy Certificate/Completion Certificate (OC/CC). The learned counsel for the JDs submitted that the OC/CC has already been received and that they have no objection to supplying a copy of the same to the DH, and that, as regards delay compensation, the DH is to be governed by the approved resolution plan.

8.6 The complainant, Ms. Deepa Sharma, appeared in person. She submitted that, although they have no objection to going by the approved resolution plan, the OP, in violation of the approved plan, is not executing the same; that a committee formed by the Government of U.P. is looking into the issue of non-compliance of approved resolution plans; and that the tower in which their unit was situated possibly stands abandoned. She prayed that their interest be protected.

8.7 Learned counsel in CC/1979/2016 and CC/1833/2017, and Ms. Deepa Sharma in CC/1445/2017, were directed to file brief written notes of arguments within one week; counsel in CC/2663/2017 and CC/3362/2017 were given liberty to file their own notes, failing which the notes filed in CC/1979/2016 were to be taken note of for their cases as well; and learned counsel for the DH in EA/117/2021 was directed to file written notes within one week. Both sides were also directed to place on record the judgments relied upon, duly referenced, paginated and marked. JAL and JIL were directed to file common written notes of arguments on the legal issues. We have considered the submissions made at the hearing and the written notes of arguments, if any, filed in terms of these directions.

9. We have carefully gone through the facts and circumstances of the case in the light of the provisions of the IBC, the Consumer Protection Act, the contentions of the parties, the record of the Complaint (and of the connected cases) and the judgments of the Hon'ble Supreme Court on the subject.

11. Section 31(1) of the IBC provides:

"31. Approval of resolution plan. – (1) If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, [including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues

are owed,] guarantors and other stakeholders involved in the resolution plan."

Under sub-section (3)(a), after the order of approval the moratorium under Section 14 ceases to have effect. Sub-section (6) of Section 31, further provides that, unless otherwise provided in the resolution plan, any claim against the corporate debtor and its assets under any other law for the time being in force, prior to the date of approval, shall be extinguished, and that no proceedings shall be continued or instituted against the corporate debtor or its assets on the basis of such claims.

10. The binding nature of an approved resolution plan was considered by the Hon'ble Supreme Court in ***Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657***, where it was held:

"102.1. That once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the adjudicating authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan."

11. The same position was laid down earlier in ***Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta, (2020) 8 SCC 531***, where the Hon'ble Supreme Court held that once a resolution plan is approved it is binding on all stakeholders so that the successful resolution applicant starts running the business of the corporate debtor on a fresh slate, and that a successful resolution applicant cannot be faced with "undecided" claims after the plan has been accepted. The overriding effect of the IBC over inconsistent laws, by virtue of Section 238, was affirmed in ***Innoventive Industries Ltd. v. ICICI Bank, 2017 SCC OnLine SC 1025***.

12. Applying these principles to the facts of the lead case, CC/528/2015, we find as follows:

a) **As regards JIL (OP-2).** CIRP against JIL commenced on 09.08.2017 and recommenced in terms of the directions of the Hon'ble Supreme Court in 2018. The Resolution Plan was approved by the CoC, with the requisite majority including the class of homebuyers, and by the NCLT, Principal Bench, on 07.03.2023, and the approval was upheld by the NCLAT on 24.05.2024. The Complainants' claim, which arises from the allotment of apartments in the project "AMAN" and is for possession, interest on the amounts deposited and compensation for delay, is a claim of a homebuyer and is therefore governed by the treatment given to homebuyers under the approved Plan. Under the Plan, as reproduced in the application, homebuyers are entitled to delivery of their units in full and final settlement of their claims; refunds and the claims for interest and compensation under the pre-existing agreements do not survive; and proceedings filed by homebuyers before any forum, including a consumer forum, are not to be continued.

b) **As regards JAL (OP-1).** CIRP against JAL commenced on 03.06.2024, and the Resolution Plan of Adani Enterprises Ltd., approved by the CoC on 18.11.2025, was approved by the NCLT on 17.03.2026 (read with the order dated 08.05.2026) and upheld by the NCLAT on 04.05.2026. The Plan became effective on 21.05.2026. The moratorium has ceased to operate and the Plan is binding on all stakeholders, including the Complainants. The Plan, as recorded in the order of the NCLT, provides for delivery of units to homebuyers and for an exit option, and also provides that other claims, including claims on account of refund, interest, penalties and compensation for delay prior to the relevant date, stand discharged and extinguished.

c) **As regards the plea of joint liability.** The Complainants' contention in the connected matters that, as the allotment was made jointly by OP-1 and OP-2, the liability of one Opposite Party survives the approval of the Plan of the other, does not help the Complainants. Resolution Plans have now been approved in respect of both the Opposite Parties. As submitted before us and recorded on 30.09.2026, each

project finds a place in a separate resolution plan without overlap, and the Complainants' entitlement is to be determined under the plan in which the project/tower appears. There is therefore no residual claim against either corporate debtor which can be adjudicated by this Commission outside the framework of the approved plans.

d) **As regards the nature of the relief.** The reliefs sought in the Complaint are for delivery of possession, interest and compensation for delay in handing over possession, which are claims of a civil and compensatory nature on account of the Opposite Parties' pre-insolvency dealings with allottees. They are claims "against the corporate debtor" of the kind that Section 31 and the decisions in ***Ghanashyam Mishra and Essar Steel (supra)*** hold to be crystallised in the plan. The Commission is not called upon in this Complaint to decide the liability of any person other than the corporate debtors, and nothing in this order affects any such liability, if any exists in law.

e) **As regards the Complainants who have already obtained possession.** Complainants No. 10 and No. 14 have already received possession of their apartments and settled their differences with the Opposite Parties. The remaining Complainants are, like all other homebuyers of the corporate debtors, entitled to such delivery or exit as is provided for in the approved plan.

13. The above reasoning, though recorded with reference to the lead case, applies equally to the connected cases, in each of which the claim of the complainants/DHs against JAL and/or JIL arises from the allotment of residential units and falls to be governed by the treatment given to homebuyers under the plan approved in respect of the corporate debtor concerned. We deal with the particular groups of cases as under:

13.1 None appeared for the complainants/DHs in CC/528/2015, CC/1352/2016, CC/1100/2017, CC/1382/2016, CC/1544/2016, CC/538/2017, CC/1669/2016, CC/648/2017, CC/1019/2017, CC/1111/2017, CC/1856/2017, CC/1629/2017, CC/1537/2017, EA/264/2022 and EA/645/2023. The learned counsel for the OPs/JDs

(JAL and JIL) were heard in these cases and pressed for closure of the complaints/execution applications.

13.2 In CC/577/2016, CC/1000/2017, CC/1002/2017, CC/458/2018, CC/1281/2017, CC/1001/2017, CC/2225/2016, CC/2258/2017 and CC/1046/2017, the complainants were represented through advocates who expressed no serious objection to closure of further proceedings, subject to their rights under the approved resolution plan being protected and to directions to the OPs to ensure strict compliance with the approved plan within the prescribed timeline.

13.3 In CC/1353/2016, CC/800/2016, CC/1293/2016 and CC/1683/2016, the complainants having left the matter to the Commission, we have examined the applications on merits and, for the reasons recorded above, find them to be well founded.

13.4 For the contentions urged in CC/1979/2016, CC/1833/2017, CC/2663/2017 and CC/3362/2017, this Commission has, in the matter of the same corporate debtors and in the identical situation, taken a consistent view in order dated 26.04.2024 in CC/3891/2017, order dated 15.04.2024 in CC/795/2016, order dated 15.04.2024 in CC/794/2016, order dated 14.02.2025 in CC/2147/2016 and, most recently, in its order dated 18.08.2026 in IA No. 4191 of 2025 in CC/1792/2017, where it was held that once a resolution plan is approved it is binding on all the parties and that further proceedings stand closed. We see no reason to take a different view, and we respectfully follow the same.

13.5 EA/117/2021 and EA/264/2022 seek enforcement of orders passed on claims of allottees against the corporate debtors. Such claims stand frozen and governed by the approved plans, and, in terms of Ghanashyam Mishra (supra), no person is entitled to initiate or continue proceedings in respect of a claim which is not part of the resolution plan. The execution proceedings therefore cannot be continued, save that the rights of the DHs under the approved plans are protected. In EA/117/2021, where the DH has received possession and is pursuing delay compensation and the OC/CC, the JDs have

stated that the OC/CC has been received and a copy will be supplied to the DH, and that delay compensation is to be governed by the approved plan; directions to that effect are given below.

13.6 In IA/10114/2014 in CC/1445/2017 the complainant has stated that she has no objection to going by the approved plan, and her grievance is of alleged non-implementation of the plan and of the possible abandonment of the tower. That grievance, which is also stated to be under examination by a committee constituted by the Government of U.P., relates to implementation of the approved plan and cannot be adjudicated in this complaint. Her interest is protected by the directions below, including the liberty to initiate appropriate proceedings in case of non-implementation.

13.7 In CC/986/2019, OP-3 in this complaint is a Bank, which is not a corporate debtor. The closure of the complaint is in respect of the claims against JAL/JIL governed by the approved plans, and nothing in this order decides or affects the liability, if any, of OP-3 in law.

14. As regards the plea that the allotment was made jointly by JAL and JIL, which was raised in some of the cases, our finding on joint liability in sub-paragraph (c) of paragraph 20 above applies to all of them. The complainants/DHs are to approach JAL or JIL in accordance with the plan in which their project/tower name appears.

15. At the same time, the Opposite Parties have made a categorical statement before this Commission, recorded on 30.09.2026, that they are bound by the approved resolution plans, that they are committed to implementing the same in full within the prescribed timeline, and that the allottees are free to initiate appropriate proceedings in case of failure. The closure of this Complaint, and of the connected cases, is to be understood in the light of that statement and is accordingly made subject to the rights of the Complainants/DHs under the approved resolution plans being protected, as was done in order dated 18.08.2026 in IA no. 4191 of 2025 in CC/1792/2017 where it was held that once a resolution plan is approved it is binding on all the parties and that further proceedings stand closed.

16. After careful consideration of the entire facts and circumstances of the case, the contentions of the parties and the judgments of the Hon'ble Supreme Court cited in the preceding paragraphs, we hold that once a resolution plan is approved under Section 31 of the IBC, it is binding on all the parties. In view of the foregoing, we see merit in IA No. 11169 of 2026 filed by JIL (OP-2) in CC/528/2015 and in the IA No. 9918 of 2026 filed by JAL (OP-1) in CC/528/2015, as well as in the corresponding applications filed by JIL and JAL in the connected cases as listed in Annexure-A, and the same are allowed. Consequently, **further proceedings in CC/528/2015 and in all the 33 connected matters (31 consumer complaints and 2 execution applications)(except EA/645/2023 in CC/2353/2017 which is now listed for further hearing on 27.11.2026), listed in Annexure-A are closed**, on the following terms:

- a) The claims of the Complainants/DHs in all the cases against JIL and JAL shall be governed fully by the Resolution Plan approved by the NCLT, Principal Bench, New Delhi on 07.03.2023 (upheld by the NCLAT on 24.05.2024) in the case of JIL, and by the Resolution Plan approved by the NCLT, Allahabad Bench, on 17.03.2026 (upheld by the NCLAT on 04.05.2026) in the case of JAL, as the case may be, according to the plan in which the project/tower of the Complainants/DHs appears. The Complainants/DHs are at liberty to avail their remedies in terms of the applicable plan.
- b) The Opposite Parties/Judgment Debtors shall strictly comply with the approved resolution plans and deliver possession or give effect to the exit option, as the case may be, within the timelines prescribed in the respective plans.
- c) In the event the Opposite Parties/Judgment Debtors or the Successful Resolution Applicants fail to implement the approved plan in respect of the Complainants/DHs within the prescribed timeline, the Complainants/DHs shall be at liberty to initiate appropriate proceedings before the appropriate forum, including by approaching this Commission for restoration of the complaint(s)/execution application(s) concerned, or by way of filing fresh Complaint(s)/Execution proceeding(s) as the case may be, if the situation so warrants.

d) In EA/117/2021, the JDs shall supply a copy of the OC/CC to the DH, as undertaken before this Commission, and the claim of the DH for delay compensation shall be governed by the applicable approved resolution plan.

e) The complainant in CC/1445/2017, Ms. Deepa Sharma, shall be entitled to the benefit of the directions in sub-paragraphs (a) to (c) above, and is at liberty to pursue her grievance of non-implementation of the approved plan before the appropriate forum.

f) Nothing in this order shall affect the liability, if any, of any person other than the corporate debtors, including OP-3 (Bank) in CC/986/2019.

17. IA No. 9614 of 2019 in CC/528/2015 seeking withdrawal is allowed. In view of the statement that the apartment has been delivered and the matter settled with the Opposite Parties, Complainant No. 14 (Mr. Navneet Garg and Mrs. Pragya Garg) is permitted to withdraw from the Complaint and the name is deleted from the array of parties.

18. IA No. 9918 of 2026 filed by OP-1 and the IA no. 11169 of 2026 filed by OP-1 in CC/528/2015, the corresponding applications for dismissal/closure in the connected cases listed in Annexure-A, and all other pending IAs in all the 34 cases, (except EA/645/2023) if any, stand disposed of accordingly.

19. Consumer Complaint No. 528 of 2015 and other connected 33 matters listed in Annexure-A (except EA/645/2023) stand disposed of as per above terms and further proceedings in these 34 cases stand closed.

20. In case after the approval Resolution Plan of OP-1/OP-2, the name of OP(s) have changed or OP's ownership, control and management has been taken over by any other entity, directions in this order against OP1 and OP2, as the case may be, shall be applicable/binding on such entity(ies). For example, the name of JAL has since changed w.e.f 30.07.2026 to M/s Adani Infrastructure Integrated Solutions Ltd. Hence directions

in this order shall be applicable to JAL, presently known as M/s Adani Infrastructure Integrated Solutions Ltd.

Sd/-

.....
(DR. INDER JIT SINGH)
PRESIDING MEMBER
Sd/-

Shubhendra/Jr/Bench-3/AB

.....
(SHASHI NANDKEOLYAR)
MEMBER

ANNEXURE-A**Cases covered by this common order (CC/528/2015 and connected matters)**

Sl. No	Case No.	IA No.	Filed by
1	NC/CC/528/2015	NC/IA/9918/2026	JAL
		NC/IA/11169/2026	JIL
2	NC/CC/577/2016	NC/IA/9864/2026	JAL
		NC/IA/5876/2024	JIL
3	NC/CC/1353/2016	NC/IA/9878/2026	JAL
		NC/IA/11149/2026	JIL
4	NC/CC/1000/2017	NC/IA/9868/2026	JAL
		NC/IA/11153/2026	JIL
5	NC/CC/1002/2017	NC/IA/9875/2026	JAL
		NC/IA/11159/2026	JIL
6	NC/CC/458/2018	NC/IA/9840/2026	JAL
		NC/IA/11248/2026	JIL
7	NC/CC/800/2016	NC/IA/9897/2026	JAL
8	NC/CC/1293/2016	NC/IA/10124/2026	JAL
9	NC/CC/1352/2016	NC/IA/10127/2026	JAL
10	NC/CC/1683/2016	NC/IA/10126/2026	JAL
11	NC/CC/1100/2017	NC/IA/10115/2026	JAL
12	NC/CC/1281/2017	NC/IA/10155/2026	JAL
13	NC/CC/1445/2017	NC/IA/10114/2026	JAL

Sl. No	Case No.	IA No.	Filed by
		NC/IA/16588/2023	JIL
14	NC/CC/1382/2016	NC/IA/10024/2026	JAL
15	NC/CC/1544/2016	NC/IA/10023/2026	JAL
		NC/IA/3105/2021	JIL
16	NC/CC/1979/2016	NC/IA/10010/2026	JAL
17	NC/CC/538/2017	NC/IA/9997/2026	JAL
18	NC/CC/1001/2017	NC/IA/9990/2026	JAL
19	NC/CC/1669/2016	NC/IA/10894/2026	JAL
20	NC/CC/2225/2016	NC/IA/9917/2026	JAL
		NC/IA/11165/2026	JIL
21	NC/CC/648/2017	NC/IA/10897/2026	JAL
22	NC/CC/1019/2017	NC/IA/9911/2026	JAL
		NC/IA/11164/2026	JIL
23	NC/CC/1046/2017	NC/IA/9908/2026	JAL
		NC/IA/11158/2026	JIL
24	NC/CC/1111/2017	NC/IA/9932/2026	JAL
25	NC/CC/1856/2017	NC/IA/9944/2026	JAL
		NC/IA/11168/2026	JIL
26	NC/CC/1629/2017	NC/IA/10384/2026	JAL
27	NC/CC/1537/2017	NC/IA/10433/2026	JAL

Sl. No.	Case No.	IA No.	Filed by
28	NC/CC/1833/2017	NC/IA/10434/2026	JAL
29	NC/CC/2258/2017	NC/IA/10307/2026	JAL
		NC/IA/11150/2026	JIL
30	NC/CC/986/2019	NC/IA/10309/2026	JAL
31	NC/CC/2663/2017	NC/IA/10385/2026	JAL
32	NC/CC/3362/2017	NC/IA/10382/2026	JAL
33	NC/EA/117/2021 (in NC/CC/3837/2017)	IA not filed	JAL
34	NC/EA/264/2022 (in NC/CC/1401/2016)	NC/IA/10895/2026	JAL
35	NC/EA/645/2023 (in NC/CC/2353/2017)	IA not filed	JAL