

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

WP(C) No.2366/2019

Amrik Singh, age 45 years
S/o Sripat
R/O Chanderbattan Dessa,, Teshsil
Bhagwa Distt. Doda

..... Petitioner(s)

Through :- Mr. S. H. Shah Ashrafi, Advocate

Vs

- 1) State of J&K , through
Commissioner/Secretary to Govt.
Agriculture Production Department
Civil Secretariat, Jammu/Srinagar
- 2) Director Agriculture, Jammu
- 3) Chief Agriculture Officer, Doda

.....Respondent(s)

Through :- Mr. Suneel Malhotra, GA

CORAM:

HON'BLE MR. JUSTICE WASIM SADIQ NARGAL, JUDGE

ORDER

30.08.2025

01. The petitioner through the medium of the instant petition has sought following reliefs:-

Writ of Mandamus:

- i) Commanding and directing the respondent Nos. 1 & 2 to release an amount of Rs.22,75,000/- in favour of the petitioner for construction work executed and done by the petitioner in the form of construction No. B-T-Part-I, B-T-Part-II and for construction of GPCD/Check wall at Village Chanderbaten of Block Bhagwah under the soil conservation Sub-Division Doda for the year 2017-18 completed by the petitioner, the hard earned money of the petitioner may be directed to be release within a time frame.

- ii) Commanding the respondent No.1 to consider the representation of the petitioner made for release of the payment of an amount of Rs.22,75,000/- in favour of the petitioner within a reasonable time framed.

02. It is a specific case of the petitioner that during the year 2017, the respondents/concerned authorities of Agriculture Production Department directed the petitioner to execute and carry out the construction work under the soil conservation Scheme at Village Chanderbattan Dessa, Block Bhagwah, District Doda for construction of B-T-Part-I, B-T-II and GPCD/Check wall in the form of earth work of excavation/filing in of hard/soft soil, the stone work and construction of fencing/check wall etc. The petitioner, by employing a large number of labourers, skilled masons for stonework, and the necessary machinery, successfully completed the construction work through considerable effort. As a result, a substantial area of Village Chanderbatten Dessa was brought under the Soil Conservation Scheme.

03. The petitioner further states that the respondent, Agriculture Production Department, conducted a survey of the work executed and prepared estimates for the entire construction carried out by the petitioner. Subsequently, detailed estimates were submitted, reflecting an expenditure of ₹22,75,000 incurred on the said construction. In this regard, respondent No.3-Chief Agriculture Officer, Doda vide his communication dated 28.10.2018 has submitted to respondent No.2-Director Agriculture Production, the estimates of an amount of Rs.22,75,000/- for release in favour of the petitioner along with the detailed particulars of the expenditure incurred on various types of works executed by the petitioner in the soil conservation Sub-Division Doda under the Soil Conservation Scheme.

04. The petitioner further states that pursuant to the detailed estimates of the construction work amounting to ₹22,75,000 submitted by Respondent No.3 on 28.10.2017, the same was forwarded by Respondent No.2 to the office of Respondent No.1 vide communication dated 06.04.2018.

05. *Per contra*, Reply stands filed on behalf of respondent No.2 by Mr. Divyanshu Malhotra, Advocate appearing vice Mr. Suneel Malhotra, Government Advocate wherein it is submitted that the petitioner has raised disputed question of facts which cannot be adjudicated through the medium of the instant petition, as the petitioner has come before this Court by suppressing material facts and has tried to mislead this Court by sheer misrepresentation of facts. The specific stand taken by the respondent that the petitioner has not only suppressed but totally concealed the material facts from this Court which is sufficient ground for dismissal of the instant petition, as also no cause of action has accrued to the petitioner to file the present petition against the answering respondents. It is further stated that the petitioner's claim for payment of Rs.22,75,000/- for construction of bund/crates protection work , which has never been allotted to him by the answering respondent, is untenable, Therefore, the instant petition deserves to be dismissed.

06. It is further submitted that no payment is due to the petitioner from the answering respondents, as neither a work order nor any contract was ever issued to the petitioner for carrying out construction, laying crates, or protection work. However, as per the official records, the Soil Conservation Wing of the Agriculture Department prepared an on-site estimate of the proposed work and forwarded it to the Chief Agriculture Officer, Doda, and subsequently to the Director of Agriculture, Jammu. Pursuant thereto the

Director of Agriculture forwarded the estimate to the Administrative Department of the Agriculture Production Department vide order No. DAJPLAN/2018-19/9-10 dated 06.04.2018, seeking administrative approval and release of funds. However, the Administrative Department did not approve the work, as the petitioner independently claimed to have completed the work without any permission, sanction, or written communication. Consequently, the petitioner's actions have neither been approved nor acknowledged by the answering respondents, and therefore, the payment claimed cannot be considered as an 'admitted' liability.

07. Heard the learned counsel for the parties at length and perused the record.

08. It is a well-established principle that where a person undertakes work either with subsequent approval or in the bona fide discharge of official directions, and such work is thereafter accepted or acquiesced to by the competent authority, the person performing the work is entitled to compensation. The doctrine of subsequent approval safeguards those who act in good faith under the belief that they possess valid authority, even if formal sanction was not initially in place.

09. In the present case, the petitioner executed construction work pursuant to the directions of officials of the Agriculture Production Department and thereafter submitted the work for survey and preparation of estimates. These estimates were duly prepared and processed through the proper departmental channels. The department's acknowledgment of the expenditure and its communication for release of funds clearly amount to subsequent approval of

the work. Such recognition validates the work performed and entitles the petitioner to compensation under this principle.

10. The construction carried out by the petitioner resulted in the enhancement of soil conservation efforts in Village Chanderbattan Dessa, a matter of public and governmental importance. The works were surveyed and estimates were prepared, indicating that the department accepted and benefited from the petitioner's labour and resources. This affords credibility to the petitioner's entitlement to payment.

11. While the respondents emphasize the absence of a formal work order or contract in favour of the petitioner, the fact remains that the petitioner undertook the work with the knowledge and approval of the concerned officials. The administrative lapse in not granting formal approval or sanction cannot be used as a shield to deny rightful payment for services rendered by the petitioner. Equity demands that the petitioner be compensated for the work done in good faith and under apparent authority because he undertook significant construction activities at the direction, whether explicit or implied, of the Agriculture Production Department officials. Despite the absence of a formal work order, the petitioner relied on the conduct and communications of the department, which subsequently acknowledged and surveyed the work, preparing estimates for payment.

12. The Court finds no convincing evidence that the petitioner deliberately suppressed material facts or sought to mislead this Court. On the contrary, the petitioner has produced official communications, including the detailed estimates prepared and submitted by the Chief Agriculture Officer and the Director of Agriculture Production, which substantiate the claim for payment.

These documents demonstrate that the petitioner acted transparently and in good faith, relying on the department's own records and processes. Therefore, the contention of suppression or misrepresentation is ill-founded and does not warrant dismissal of the petition.

13. Reliance is placed upon **Abdul Rashid Malik v. Union Territory of J&K and others reported as 2022(6) JKJ[HC] 129** wherein, it has been held as under:

“It is not for the contractor to consider whether the Administrative approval, technical sanction and other formalities have been completed or not before undertaking any work, but it for the respondents to explain how these works were executed in the absence of necessary approval and sanction. It also observed that contractor executing the work on behalf of the respondents undertakes the same on the firm belief that the work is being undertaken by him on the asking of respondents after its due approval and completion of all the formalities”.

The Co-ordinate Bench in the aforesaid case relied upon the judgment of the Hon'ble Supreme Court in **M/s Surya Construction v. State of U.P reported in (2019) 16 SCC 794**, wherein it was clarified that State, while entering into a contract or agreement with private individuals, has to act in just, fair and reasonable manner as the contractual obligations of the State coexist with the constitutional obligations.

14. Further this court, in the case titled **M/s Tech Build & Associates v. UT of J&K and Others; reported as 2025(3) JKJ[HC]0** has held that :

‘the execution of works stands admitted by the respondents, and the relevant details have also been provided by them. The respondents cannot avoid their liability to pay by taking refuge in the absence of technical sanction and administrative approval, especially when the responsibility for obtaining such approvals rested solely with them. Despite this, the respondents are denying the claim on the ground of lack of administrative approval. This plea is not available to them, as it was within their domain to ensure the requisite approvals were obtained. They cannot now raise this plea at this stage to defeat the legitimate claim of the petitioner.’

15. Thus, the absence of formal sanction, such as an official approval or prior authorization, does not automatically invalidate a claim for payment of work performed. When a department acknowledges the work done whether through acceptance of deliverables, use of services provided, or other forms of recognition his acknowledgment serves as implicit validation of the work's existence and completion.

16. In practical terms, acknowledgment can be seen as an acceptance of the benefits derived from the work, which creates an obligation to compensate the party who performed the work. The key principle here is that payment claims are rooted in the fulfillment of an obligation or contract, and when work has been effectively rendered and recognized, withholding payment solely because formal sanction was absent may be unjust and legally untenable.

17. This position aligns with principles of equity and fairness, ensuring that parties who have performed their contractual duties are not unjustly deprived of remuneration. It also prevents departments or organizations from exploiting

procedural technicalities to avoid their financial obligations, promoting good faith and accountability in administrative and contractual dealings.

18. Before parting, this Court deems it appropriate to deal with the objection of the respondents regarding the maintainability of the present writ petition on the ground of alleged “disputed questions of fact.” It is a settled position of law that where the execution of work and preparation of estimates is duly acknowledged in the official records of the respondents themselves, the issue ceases to be a disputed fact requiring trial, and can very well be adjudicated in writ jurisdiction. The defense projected by the respondents is merely technical in nature and does not raise such questions of fact that would necessitate evidence by way of a civil suit.

19. This court in **Karamatullah Malik vs State (UT of J&k)** reported as **2024 SCC ONLINE 1014** has held that:

“22..Thus, from a bare perusal of the record and on careful analysis of the judgments cited above, I hereby conclude that law does not put any bar or any fetters on the High Court in respect of exercising its writ jurisdiction in contractual matters. The judgments which have been cited hereinabove clearly prove that there has been paradigm shift in the approach of the Courts in exercise of its Writ Jurisdiction in the matters of contractual disputes with State and its authorities. The law regarding the exercise of judicial review in contractual matters with State or its instrumentalities has definitely evolved over the years and the ordinary citizens can, in appropriate cases, approach the High Courts for exercise of Writ Jurisdiction.

23. To sum up, the underlying principle is that "in matters of contractual dispute with the State and its instrumentalities there is no absolute bar to exercise the writ jurisdiction and the High Court should take a holistic view and make a determination as to whether it would be proper to exercise its writ jurisdiction."

20. This Court further finds that the respondents, having obtained the benefit of the construction work executed by the petitioner, cannot unjustly enrich themselves at the expense of the petitioner. To deny such payment merely on account of the absence of a formal sanction would be contrary to equity, fairness and good conscience, which are hallmarks of Article 14 obligations binding upon the State and its instrumentalities.

21. Keeping in view what has been referred and discussed hereinabove, the instant writ petition is allowed and the concerned respondent(s) are directed to release the admitted liability to the tune of Rs.22,75,000/- in favour of the petitioner within a period of six weeks from today. It is made clear that if the amount is not released within the prescribed period, the petitioner will be entitled to interest at the rate of 6% from the date such amount was payable and denied by the respondents.

22. Disposed of in the manner indicated above.

(WASIM SADIQ NARGAL)
JUDGE

JAMMU

30.08.2025

Shammi

Whether the order is speaking:	Yes/No
Whether the order is reportable:	Yes/No