

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

**Case No: LPA No. 268/2025
Caveat No. 2340/2025**

Reserved on: 04.11.2025
Pronounced on: 13.11.2025
Uploaded on: 13.11.2025

Whether the operative part or full
Judgment is pronounced : **Full**

Syed Akhlaq Hussain, age 54 years
S/O Asgar Ali Shah
Managing Director,
M/s G. Active Security services,
Divisional Office and Residence
H.No. 25/A, New Rehari, Jammu.

...Petitioner(s)/Appellant(s)

Through: Mr. Sudesh Sharma, Advocate

v/s

1. Vice Chancellor,
Shri Mata Vaishno Devi University
(SMVDU), Kakrial, Katra.
2. Registrar,
SMVDU, Kakrial, Katra
3. Surinder Singh,
Chief Security Officer,
BSS Security Guards,
Kakarial, Katra.

.... Respondent(s)

Through: Ms. Shivani Jalali, Sr. Advocate
with Ms. Isha Razdan, Advocate

**CORAM: HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJNESH OSWAL, JUDGE.**

JUDGMENT

OSWAL-J

1. With appearance of Ms. Shivani Jalali, learned senior counsel for the official respondents, caveat stands discharged.
2. The appellant-writ petitioner emerged as the lowest bidder in Notice Inviting e-Tender No.3/2021 for providing security services at Shri Mata Vaishno Devi University, Kakryal, Katra (J&K) (for short 'SMVDU') and as such, was awarded the contract vide communication No. SMVDU/Sec/21/65 dated 02.09.2021. It is contended by the appellant-writ petitioner that after the contract was awarded to him, 70 security personnel approached for joining on 07.09.2021, but were not permitted by the BSS Security Agency. On 08.09.2021, they again entered the University Campus and requested for joining, however, the University authorities did not allow them to join and refused to hand over the charge of the security, as the official respondents were hand in glove with respondent No.3. Ultimately, the appellant-writ petitioner approached the Police Chowki, Kakryal and submitted a complaint, but no action was taken. The appellant-writ petitioner again approached the respondents on 11.09.2021 for handing over the charge of security, but the official respondents asked him to come again on 13.09.2021. The appellant-writ petitioner along with 70 security personnel again visited the University campus and sought handing over the charge of security, but the official respondents refused and on 14.09.2021 & 15.09.2021, two notices

were issued by them to provide 115 persons of different status. It was stated that the appellant-writ petitioner had deputed only 53 persons including 8 Ex-servicemen, one armed guard against the requirement of 115 persons as per the terms and conditions of the tender, and ultimately vide communication dated 16.09.2021, respondents terminated the contract of the appellant-writ petitioner. It is further contended that after the contract was illegally terminated by the official respondents, the appellant-writ petitioner requested them for release of Rs. 5.00 lacs deposited by him as 'Earnest Money Deposit and Security Deposit' in terms of allotment order dated 02.09.2021, but the respondents vide order dated 22.10.2021 refused to refund Rs.5.00 lacs, by wrongly placing reliance on the terms and conditions of the tender documents and the contract.

3. The appellant-writ petitioner being aggrieved of the action of the respondents filed the writ petition bearing WP(C) No.2894/2021 for challenging the order of termination of the contract dated 16.09.2021, notices dated 14.09.2021 and 15.09.2021 and the order dated 22.10.2021 on various grounds which we do not find necessary to refer herein as the appellant-writ respondents before the learned writ Court restricted his claim only to the extent of release of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit'. Besides, the appellant-writ petitioner also sought issuance of directions to the respondents to allow him to provide security to the Campus in SMVDU and declare the working of BSS security as illegal w.e.f. 02.09.2021.

4. The respondents filed their response thereby stating that whatever action taken by the respondents, was in accordance with the terms and conditions of the tender and contract, therefore, there was no illegality in their acts of terminating the contract and forfeiture of the 'Earnest Money Deposit and Security Deposit'.
5. The learned writ Court after hearing learned counsel appearing for the parties, vide judgment dated 19.08.2025, dismissed the writ petition preferred by the appellant-writ petitioner.
6. Being aggrieved of the judgment dated 19.08.2025, the appellant-writ petitioner has filed this *intra* court appeal for quashing of the same primarily on the grounds that the charge of security was handed over to the appellant-writ petitioner on 13.09.2021, as such, the period of ten days as prescribed in the contract/award would commence from 13.09.2021 and not from the date of allotment of contract. It is further contended that only controversy remained in the matter is about the release of salary and expenses of 70 security personnel, who joined on 7th and 8th September 2021 and then again on 13.09.2021 till 16.09.2021 and release of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit' along with interest and litigation expenses.
7. Learned counsel for the appellant has submitted that the appellant-writ petitioner would restrict the claim projected in the appeal only to the extent of forfeiture of amount of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit', as the contract was wrongly

terminated by the respondents and no opportunity of hearing was afforded to him.

8. *Per contra*, Ms. Shivani Jalali, learned Sr. Advocate, who has caused appearance on behalf of the official respondents has submitted that taking into consideration the violation of essential terms and conditions of the contract, the contract was terminated and amount of Rs. 5.00 lacs was forfeited, deposited by the appellant-writ petitioner as 'Earnest Money Deposit and Security Deposit'. She has further submitted that the appellant-writ petitioner has himself admitted the receipt of two notices dated 14.09.2021 and 15.09.2021 whereby the appellant-writ petitioner was directed to ensure 100% deployment of security personnel, but when he failed to discharge his contractual obligation, the contract was terminated in accordance with the terms and conditions of the contract and the amount of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit', was forfeited.

9. Heard learned counsel for the parties and perused the record.

10. The perusal of the communication dated 02.09.2021 reveals that the appellant-writ petitioner was awarded the contract for a period of one year for providing security services at SMVDU, Campus. In terms of the aforesaid communication, the security personnel were to be deployed at SMVDU Campus within a period of ten days from the date of award of the contract. The appellant-writ petitioner has admitted that he was served with two notices dated 14.09.2021 and 15.09.2021 whereby he was asked to provide full strength of security

personnel, as in terms of communication dated 02.09.2021, the appellant-writ petitioner was required to provide 115 security personnel and submit their documents for verification of their antecedents. However, the appellant-writ petitioner could not muster sufficient security personnel for taking over the contract within the given time. In order to facilitate the appellant-writ petitioner to discharge his contractual obligations regarding deployment of security personnel and on his request, he was permitted to take over the charge of Campus on 13.09.2021. The appellant-writ petitioner deployed only 29 security personnel in the evening shift at 9.30 pm on 13.09.2021 and all the deployed personnel were only male civilian guards, in contravention of para-No.(iii) of the letter of award of contract dated 02.09.2021. In the morning of 14.09.2021, the appellant-writ petitioner deployed 33 guards including four female security guards. Out of 33 guards, 17 guards were repeated from the evening shift, thus, keeping them on duty for more than 12 hours continuously. When, despite notices and emails to the appellant-writ petitioner on 14.09.2021 and 15.09.2021 to do the needful till 16.09.2021, nothing was done, the contract of the appellant-writ petitioner was terminated vide order dated 16.09.2021. The appellant-writ petitioner, thereafter, requested for release of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit', but, his request was not accepted, and vide letter dated 22.10.2021, the appellant-writ petitioner was informed accordingly. It was stated by the respondents that clause-17 of the letter of award of contract and

Clauses 8 and 9 of the terms and conditions of the tender stipulates that in case of failure of the firm to provide the services at SMVDU Kakryal, Katra, the University authority shall be at liberty to forfeit the 'Earnest Money Deposit and Security Deposit' of the firm and action as warranted shall also be initiated. It is the stand of the respondents that they have forfeited the amount of Rs.5.00 lacs deposited as 'Earnest Money Deposit and Security Deposit' in accordance with the terms and conditions of the tender documents and letter of award of contract.

11. The Clause 8 of the terms and conditions of the tender stipulates that the 'Earnest Money Deposit and Security Deposit' of a successful tenderer, who fails to commence the services within the stipulated time after the award of the contract, shall be forfeited. Likewise, in terms of Clause 9 of the terms and conditions of the tender, the 'Security Deposit' of the successful tenderer shall stand forfeited if he fails to execute the contract after the award of contract.

12. It is borne from the record that the appellant-writ petitioner failed to provide the requisite 115 security personnel for providing security services at SMVDU Kakrayal, Katra in accordance with e-NIT No.3/2021 and it is admitted by the appellant-writ petitioner that two notices dated 14.09.2021 and 15.09.2021 were served upon him. Despite issuance of the notices, the appellant-writ petitioner did not comply with the terms and conditions of the contract, because of which, the contract awarded to him was terminated and the amount of

Rs.5.00 lacs deposited as ‘Earnest Money Deposit and Security Deposit’ was forfeited.

13.Considering the above, we find that the action of the official respondents in terminating the contract and forfeiting the ‘Earnest Money Deposit and Security Deposit’ cannot be said to be illegal or arbitrary so as to warrant any interference at our end.

14.After examining the judgment passed by the learned Writ Court, we find no valid reason to interfere. The appeal lacks merit and is, therefore, **dismissed**.

(Rajnesh Oswal)
Judge

(Arun Palli)
Chief Justice

Jammu
13 .11.2025
Madan Verma-Secy

Whether order is speaking? Yes.
Whether order is reportable? No.

