

S.No. 78
Regular List

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

WP(C) 68/2025 CM(153/2025)

M/S SMARTTECH CONSTRUCTIONS AND ...Petitioner(s)/Appellant(s)
M/S ALAMDAR FURNITURE WORKS

Through: Mr. Owasi Shafi, Advocate

Vs.

UNION TERRITORY OF J AND K AND ORS.

...Respondent(s)

Through: Mr. Mohsin S. Qadri, Sr. AAG

CORAM: HON'BLE MR JUSTICE WASIM SADIQ NARGAL, JUDGE

ORDER

03-11-2025

1. The matter is taken up out of turn at the request of learned counsel appearing for the petitioner.
2. By the medium of this petition, the petitioner seeks issuance of a writ of *mandamus* directing the respondents to release and pay an amount of Rs. 4,86,000/- (Rupees Four Lakhs and Eighty-Six Thousand only), being the admitted liability on account of the work executed by the petitioner in terms of the allotment order.
3. The case of the petitioner is that he has executed the work titled "*Construction of Chowkidar Hut at Government Degree College, Bagh-i-Dilawar Khan, Srinagar*" strictly in accordance with the terms and conditions set out in the order of allotment. However, the respondents, by their acts of omission and commission, have illegally and without authority of law withheld the balance amount of Rs. 4,86,000/- for the execution of the aforesaid work, admittedly completed by the petitioner. It is submitted that though the respondents have released part payment of Rs. 12,43,000/-, the admitted balance of Rs. 4,86,000/- has been arbitrarily withheld without any justified reason.
4. Learned counsel for the petitioner has drawn the attention of this Court to Annexure 'X', a completion certificate issued by the J&K Small Scale Industries Development Corporation Ltd., which records that the construction work for the prefabricated Chowkidar Hut at

GDC Bagh-i-Dilawar Khan, Srinagar, has been duly completed as per approved specifications at an estimated cost of Rs. 17.29 lakh. The work has been certified by the competent authority, and payment of Rs. 12.43 lakh has been received. However, the balance amount of Rs. 4.86 lakh remains withheld without justification, despite the successful completion of the project.

5. Perusal of the record reveals that the respondents have not chosen to file a reply despite having availed opportunities.
6. Learned counsel for the petitioner, after arguing the matter, submits that the petition may be disposed of with a direction to the respondents to release the admitted liability in favour of the petitioner expeditiously and in accordance with law.
7. Mr. Mohsin-ul-Showkat Qadri, learned Senior Additional Advocate General, on the asking of the Court, caused appearance on behalf of the respondents. He is not averse to the disposal of the case in terms of the prayer made by learned counsel for the petitioner.
8. This Court, in *M/s Saint Soldier Engineer & Contractor Pvt. Ltd. v. Union Territory of Jammu & Kashmir & Ors.* (WP(C) No. 2472/2022, decided on 26.09.2025), categorically held that once the work stands executed in accordance with the terms and conditions of the contract and the same has been duly approved and accepted by the competent authority, the State cannot withhold payment on the ground of paucity of funds or administrative delays. The Court further held that the respondents are under a legal and constitutional obligation to ensure expeditious release of legitimate dues to the contractor. It was further held that if such payment is withheld for reasons not attributable to the contractor, the State shall be liable to pay interest on the delayed amount at the rates prevalent in nationalised banks from the date the amount became due till its actual realisation, and in case the delay is occasioned due to the inaction or lapse of the concerned officer(s), the interest component shall be recoverable from the salary of such delinquent officer(s).
9. In view of the consensus arrived at between learned counsel for the parties, the present petition is taken up for final disposal at this stage. Accordingly, the petition is disposed of with a direction to the

respondents to take a decision regarding the release of the admitted liability in favour of the petitioner strictly in accordance with law, rules, and in the light of the judgment rendered by this Court in *M/s Saint Soldier Engineer & Contractor Pvt. Ltd.* (supra), within a period of four weeks from the date a copy of this order, along with a copy of the writ petition and its annexures, is made available to them, provided there is no legal impediment in doing so.

10. It is made clear that in the event the admitted liability amount is not released in favour of the petitioner within the time granted by this Court, the petitioner shall be entitled to interest at the rate of 6% per annum from the date the said amount became payable and was withheld by the respondents. The interest component shall be recoverable from the officer(s) responsible for the delay in its release.
11. The decision, once taken, shall be communicated to the petitioner through registered post.
12. Disposed of.

(WASIM SADIQ NARGAL)
JUDGE

SRINAGAR:
03-11-2025
Mubashir