

Serial No. 127
Suppl. cause list

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

WP(C) No. 538/2025
CM No. 1323/2025

Ex Naik Mohammad Abdullah Khan

..... Appellant/petitioner(s)

Through: -
Mr. Shafqat Nazir, Advocate

V/s

Union of India and Ors.

..... Respondent(s)

Through: -
Mr. T. M. Shamsi, DSGI with Ms. Sufaya, Assisting counsel
For R 1-3

CORAM:

HON'BLE MR JUSTICE MOHD YOUSUF WANI, JUDGE

(ORDER)

12.03.2025

Heard. The case of the petitioner in nutshell is that he being an Ex-solider, came to be allotted three shops bearing numbers 8, 27 and 28 in the Shopping Complex of Regimental Centre, Srinagar in the year 1993, on the basis of his fulfilling the qualifying requirements for the same. That, however, subsequently the respondents illegally allotted the Shop numbers 27 and 28 to some other person, thereby leaving him to retain the lawful possession of shop No. 8 only, as against the renewal agreements issued from time to time. That the respondents in terms of advertisement notice dated 06.11.2024, put the said shop No. 8 to advertisement, which was objected by him being his only source of livelihood. That the respondents thereafter received the rentals from him in lieu of the said shop No. 8, till January, 2025. That he was also allowed to run the said shop pending formal allotment/extension of the same. That unfortunately quite recently he has been prevented from having access to the said shop on the ground that the respondent No. 3 has made some arrangement with the respondent No. 4,

who was previously employed by him as his salesman. That he has a preferential right and claim over the subject shop.

Learned counsel for the petitioner in support of his contentions *inter alia* pleaded that he has rendered exemplary services to the nation as an Army man. That the petitioner has been using the subject shops since, 1993 and, as such, has got preferential right and claim over the same.

Per contra, it is submitted by Mr. T. M. Shamsi, learned DSGI, that there is no subsisting agreement/document basing the claim of the petitioner. Learned counsel further contended that as per the terms and conditions of the earlier lease agreement, which has already lived its life, the dispute, if any, arising between the parties on account of aforesaid shop is to be referred to the nominated arbitrator.

In the facts and circumstances of the case, this Court is of the opinion that the matter can be disposed of even at this threshold stage by passing of some appropriate directions, which are not likely to defeat the interest of parties. Accordingly, the instant writ petition is disposed of with the direction that the dispute between the parties after being brought to the knowledge of respondent No. 3, shall be referred by the said respondent to the Sole Arbitrator, figuring in the terms and conditions of the lease agreement. Till the time, the dispute is referred by the respondent No. 3, to the said Arbitrator, status quo in respect of the possession of the subject shop No. 8 shall be maintained and after the arbitrator enters into the reference, the sole named arbitrator may consider the passing of appropriate orders to preserve the subject matter pending his decision.

Disposed of along with connected CM(s).

(MOHD YOUSUF WANI)
JUDGE

SRINAGAR
12.03.2025
"Mohammad Yasin Dar"