

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

OWP No. 806/2015

Imran Ahmad Mir and Another

...Appellant(s)

Through: Mr. Ishfaq Ahmad, Adv. vice Mr. Salih Pirzada, Adv.

Vs

State of Jammu and Kashmir and Ors.

...Respondent(s)

Through: Mr. Furqan Ahmad Wani, GA.

CORAM:

HON'BLE MR JUSTICE RAHUL BHARTI, JUDGE

ORDER

04.08.2025

01. Jammu and Kashmir Housing Board, Srinagar, through its Managing Director, had invited sealed bids only from the permanent residents of State of Jammu and Kashmir, as it was then, for allotment of shop sites at Housing Colony, Bagh-i-Mehtab, Srinagar obtaining along with Road No. 2, on twenty years, lease basis.
02. Requisite exercise was set on course by virtue of a Notice No. HB-195-219 dated 14th June, 2001 issued by the Secretary, J&K Housing Board, Srinagar.
03. Note appended in said notice was to the effect that the Managing Director, Jammu and Kashmir Housing Board, Srinagar, is reserving his right to accept or reject any bid without assigning any reasons therefor.

04. The two petitioners, who are real brothers, are said to have submitted their respective bids for allotment of shop sites so advertised by the Jammu and Kashmir Housing Board, Srinagar.
05. The petitioner No. 1-Imran Ahmad Mir, came to be addressed a Communication No. HB/2327-28 dated 29th August, 2001 by the Secretary, J&K Housing Board, Jammu, thereby apprising him that he has come to be highest bidder for Shop Site No. 2 at bid amount of Rs. 2, 80,222/-. The petitioner no. 1 was, thus, called upon to register his consent within a period of 30 days failing which it was to be presumed that he was not interested in allotment and refunding of registration fee was to take place.
06. Likewise, the petitioner No. 2-Irfan Ahmad Mir came to be apprised by the Secretary, J&K House Board, Camp Srinagar, by virtue of a Communication No. 2325-26-47 dated 29th August, 2001 with respect to the allotment of Shop Site No. 3 and calling upon him to deposit an amount of Rs. 2,55,400/-. The communication acknowledged that the petitioner no. 2 has deposited an amount of Rs. 25,000/- as registration

fee and was, thus, to pay only Rs. 2,30, 400/- within a period of 30 days in the shape of a Bank Draft.

07. Before the exercise could be taken forward at the end of Jammu and Kashmir Housing Board in the matter of formalizing the allotment of the two shop sites by simultaneous execution of lease deeds in favour of the two petitioners, the Residents of Housing Colony at Bagh-i-Mehtab, Srinagar, had come to initiate a civil litigation with a suit alleging illegal conversion of available vacant sites of the Bagh-i-Mehtab Housing Colony for commercial exploit by Jammu and Kashmir Housing Board resulting in the intervention of this Court in a Civil Revision No. 95/2010 with a status quo order which constrained the Jammu and Kashmir Housing Board not to receive any payment with respect to the proposed allotment of shop sites in favour of successful bidders which included the petitioners as well but which civil revision came to be withdrawn with liberty to take recourse to other available remedies vide an order dated 5th March, 2012.

08. In the present writ petition, the petitioners have not come forward with an averment as to whether both of

them have acted timely in terms of making requisite payment of the bid amount solicited to be paid by them within the time granted and instead a pretext has been cited in the writ petition that because of intervention of the writ court's indulgence at the instance of the Residents of Housing Colony Bagh-i-Mehtab that the petitioners were rendered helpless in making the requisite deposit as the Jammu and Kashmir Housing Board was not accepting the offer of deposit.

09. Be that as it may, the fact remains that the petitioners did not make timely deposit of bid amount and that the Jammu and Kashmir Housing Board was also embroiled in a litigation brought upon it by the Welfare Committee of Bagh-i-Mehtab Colony but still that was not meant to serve any excuse for the petitioners to refrain from making the timely deposit of bid amount and for that matter seeking exemption in the name of litigation initiated by the Residents Welfare Committee of Bagh-i-Mehtab Housing Colony, Srinagar is nothing but was an afterthought.

10. The petitioners came forward with the institution of present writ petition on 6th May, 2015 bearing a cause

of action that the decision on the part of Jammu and Kashmir Housing Board as conveyed to them through the Communication Nos' HB/9086 and HB/9085 dated 26th March, 2015 respectively, is arbitrary and illegal.

11. In terms of the aforesaid two communications, the petitioners came to be apprised by the Jammu and Kashmir Housing Board through its Secretary that keeping in view the long interval of time recurring from 2000 till 2015 in which, the matter remained entangled in litigation, the Jammu and Kashmir Housing Board was withdrawing the offer of allotment of the said shop sites accompanied with return of registration fee along with interest and to go for fresh bidding.
12. It is this communication of Jammu and Kashmir Housing Board, which has been assailed by the petitioners to come forward projecting themselves as bonafide aggrieved persons.
13. When this Court examines the averments made in the writ petition and taking into consideration the individual letter of allotment issued in the month of August, 2001, whereby both the petitioners were called upon to make their respective deposits within a period

of 30 days, this Court does not come across with a single line whisper in the writ petition as to whether two petitioners had deposited the said bid amount within given period of 30 days in the manner as solicited in terms of allotment letter or had they come forward with a writ petition at an appropriate point of time from their end against the Jammu and Kashmir Housing Board for breach on its part in not honouring and following through its commitment of allotment of the shop sites.

14. This Court is staying away from examining the controversy as to whether the Jammu and Kashmir Housing Board, at first instance, was entitled to carve out shop sites in the original layout of Bagh-i-Mehtab Residential Colony, which had left the residents of the Colony agitated to protest against the carving out of shop sites leading them to initiate litigation against the Jammu and Kashmir Housing Board, but still reckoning the fact that the Residential Colony is an asset of Jammu and Kashmir Housing Board and, as such, being the holder of public largesse, it is the Jammu and Kashmir Housing Board which was and is master of

final decision as to whether it intended to continue with the carrying forward of carving out shop sites for allotment in favour of the allottees like the petitioners or to abandon the process on account of time interval and re-advertise the exercise in order to effect distribution of public largesse.

15. Obviously, the Jammu and Kashmir Housing Board has taken a call of prudence in apprising the petitioners that at the rate of year 2001 they cannot expect Jammu and Kashmir Housing Board to handover these proposed shop sites to them at the bid prices which were not even paid except registration fee.
16. It is here where the petitioners have suffered miss of having stayed away from making the requisite deposit within given period of 30 days which might have earned some equity in their favour that they were being made to suffer for a long for something beyond their contract and, therefore, the Jammu and Kashmir Housing Board should be bound to its commitment.
17. For the aforesaid, this Court does not find that the petitioners are entitled to insist for allotment of the shop sites in Housing Colony Bagh-i-Mehtab, Srinagar, and,

therefore, the only thing which justice is to secure to them is the return of their registration fee along with interest accrued thereupon which has already taken place from the end of Jammu and Kashmir Housing Board.

18. The writ petition is, thus, **dismissed** along with connected CM(s).



(RAHUL BHARTI)
JUDGE

SRINAGAR

04.08.2025

"Shamim Dar"