

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

**CCP(S) 134/2023 in[WP(C) 41/2022]**

M/S MIR HANDICRAFTS PRIVATE LIMITED ...Petitioner(s)/Appellant(s)  
THROUGH NISAR ALI MIR

**Through:** None

Vs.

SHRI YOGESH NAGAICH (AIRPORT DIRECTOR ...Respondent(s)  
MAHARANA PRATAP AIRPORT UDAIPUR  
RAJASTHAN)

**Through:** Mr. M. M. Dar, Advocate

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

**ORDER**

**01-12-2025**

1. The present petition arises out of order dated 13.09.2022 passed by this Court in CM No. 4961/2022 in WP(C ) No. 41/2022, by virtue of which, the application was allowed and the petitioner was permitted to take out his goods from the shops allotted to him at Srinagar and Udaipur airports respectively subject to the furnishing of Bank Guarantee for the shortfall amount, if any, having regard to the security deposited with the respondents and the liability which, as per the respondents stands against the petitioner. Further the respondents shall do work out the exact differential amount and convey it to the petitioner and subject to the petitioner's furnishing the requisite Bank Guarantee, he shall be immediately allowed to enter the respective airports and take out the goods.
2. The petitioner alleges non-compliance of order dated 13.09.2025 to the extent that no permission has been granted to him to take out the goods from his shop at Udaipur.
3. The statement of facts stands filed. The operative portion of the same is reproduced as under:

“B That the instant contempt petition deserves to be dismissed on the ground that so far as order dated 13.10.2022 is concerned whereby application bearing No. 4961/2022 filed in WP (C) 41/2022 has been disposed off with a direction that

petitioner/applicant is permitted to takeout his goods from the shops allotted to him at Srinagar and Udalpur Airports respectively subject to the furnishing bank guarantee for the short fall amount if any having regard to the security deposit with the respondents and the liability which as per the respondents stands against the petitioner the respondents shall do well to work out the exact differential amount and convey it to the petitioner subject to the petitioner's furnishing the requisite bank guarantee he shall be immediately allowed to enter the respective Airports and take out the goods and in light of the above referred order and it was conveyed to the petitioner that he has outstanding of Rs. 9,14,620/- which he has failed to liquidate either in cash or by way of bank guarantee as directed by this Hon'ble court and the correspondences between the petitioner and the applicant herein depicting the said fact are jointly annexed as annexure I. Hence on this score also the instant contempt petition required to be dismissed.

C. On the ground that it is not disputed that petitioner was not aware with the fact that he has still outstanding of Rs. 9,14,620 from the respondent herein as he himself submit letter dated 27.12.2021 to the answering respondent whereunder notice for closure for men and women ethnic wear shop at F/F SHA clause and the directions issued by the answering respondent time and again makes it clear that petitioner has failed to comply the order dated 13.09.2022 of which he is claiming violation committed by the answering respondent and in light of these requests read with the directions issued by the answering respondent the instant contempt petition deserves to be dismissed to substantiate this fact the copy of the communication dated 27.12.2021 as well as 21.04.2023 are annexed with this statement of fact as Annexure III.”

3. With a view to fortify the statement of facts, the learned counsel appearing for the respondents has placed reliance on various communications issued in this regard to the petitioner which has been placed along with statement of facts/compliance report. A perusal whereof reveals that the petitioner has time and again demanded to submit bank guarantee which comes out to Rs. 9,14,620 and inspite of

issuance of the various communications in this regard, needful has not been done. Learned counsel for the respondents in the aforesaid backdrop submits that permission to take out the goods from the shops allotted to him at Udaipur airport was subject to furnishing of bank guarantee if any, having regard to the security deposited with the respondents and the liability which, as per the respondents stands against the petitioner. He further submits that since the petitioner has failed to submit the bank guarantee for the shortfall which has been conveyed to him through the medium of the various communications, the direction passed by this Court which was conditional could not be complied with due to the fault on the part of the petitioners. Even today, there is no representation on behalf of the petitioner.

4. In view of the above, the proceedings in the present petition are closed. Rule, if any, shall stand discharged. However, closure of the proceedings in this contempt petition shall not come in the way of the petitioner insofar as order dated 13.09.2022 is concerned, with respect to the permission granted for taking the goods from the shops allotted to him at Srinagar Airport.

5. **Disposed of.**

**(WASIM SADIQ NARGAL)**  
**JUDGE**

**SRINAGAR:**  
**01-12-2025**  
*Mubashir*