

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR

WP(C) 1027/2023
CM(2420/2023).

GODREJ AND BOYCE MFG.CO.LTD
THROUGH MAJAZ AHMAD KHAN.

...Petitioner(s)

Through: Mr. Mir Suhail, Advocate.

VERSUS

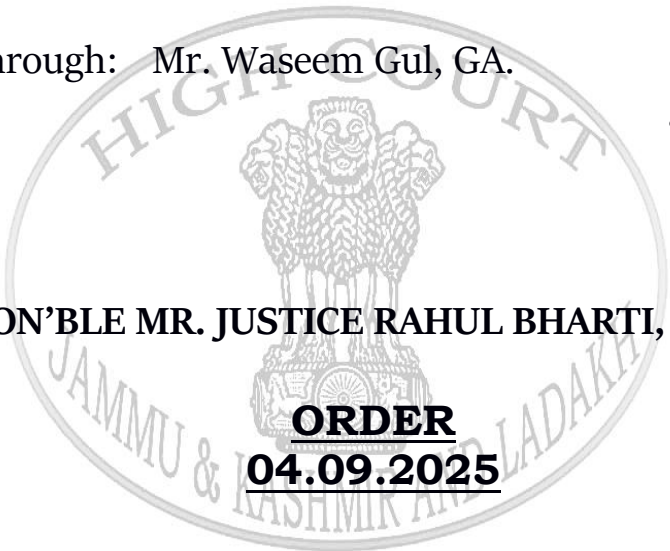
UNION TERRITORY OF J AND K AND ANR.

Through: Mr. Waseem Gul, GA.

...Respondent(s)

CORAM:

HON'BLE MR. JUSTICE RAHUL BHARTI, JUDGE.



ORDER
04.09.2025

01. The petitioner is a private company which, on the basis of its Board of Directors' resolution dated **24.04.2015** has authorized Mr. Majaz Ahmad Khan to act for and on behalf of the petitioner in matters and affairs related to the petitioner on the basis whereof the institution of the present writ petition came to take place on **28.04.2013** thereby seeking a

writ of mandamus unto the respondents for releasing an admitted liability amount of **Rs. 1,84,24,653/-** for the contract work done by the petitioner wayback in the month of January 2019 but remaining unpaid for the contract work value of said amount.

02. In terms of **NIT No. JKEDI/U&S/2018/763** dated **14.09.2018**, bids were invited for *“Integrated Audio video system for administrative building at JKEDI Pampore for J&K Entrepreneurship Development Institute at Sempora Pampore, Kashmir”*.

03. The full description of the nature and scope of the work as set out in the **NIT No. JKEDI/U&S/2018/763** dated **14.09.2018** is as under:

“Providing, installation, Execution, Commissioning and Successful running for a three month trial period, complete turnkey job, of fully Integrated Audio Visual System for the Administrative Building of JKEDI in its premises at

Pampore, Kashmir. The job shall also include training of an official/technician, designated by JKEDI for the purpose.”

04. The petitioner was one of the bidders with response to whose bid, a **Letter of Intent No. JKEDI/U&S/2018/806-08** dated **07.10.2018** came to be issued in its favour followed by an allotment order No. **JKEDI/U&S/2018/884-87** dated **23.10.2018** for an amount of Rs. **1,84,87,823/-** to be value of work to be done.

05. Said allotment order was accompanied with annexure-A, fully documenting the serial and component-wise implementation of the contract to be executed by the petitioner.

06. The petitioner duly executed the contract by installing the requisite integrated audio video system for administrative building at JKEDI Pampore, thereby earning a completion certificate dated **10.01.2019** issued by the Manager Estates, Jammu & Kashmir Entrepreneurship Development Institute (JKEDI).

07. The petitioner's distress started from the moment it came to complete its contractual obligation and then expecting the release of the contract value amount of Rs. **1,84,87,823/-** in its favour for which the petitioner came to suffer a state of wait without being cited with any reason whatsoever for the delay in release of the said admitted payment due in its favour without any dispute and demurrer from the end of the respondents, particularly the respondent No. 2.

08. Instead of releasing the payment of Rs. **1,84,24,653/-** in favour of the petitioner, the Jammu and Kashmir Entrepreneurship Development Institute (JKEDI) forwarded the said amount to the Jammu and Kashmir Small Scale Industries Development Corporation, which by virtue of its **communication No. SICOP/FA&CO/2021-22/10-12** dated **20.05.2021**, through its Divisional Manager apprised the respondent No. 2-Managing Director, JKEDI Jammu/Srinagar, that since Jammu and Kashmir Small Scale Industries Development Corporation

was not privy to the contract between the petitioner and the Jammu and Kashmir Entrepreneurship Development Institute (JKEDI), as such the transfer of amount of Rs. **1,84,24,653/-** was misconceived and unwarranted and was thus being returned back to JKEDI by bank transfer.

09. This aspect confirms the fact that the amount of Rs. **1,84,24,653/-** was always available at the end of the Jammu and Kashmir Entrepreneurship Development Institute (JKEDI) meant to be paid to none else than the petitioner on account of work done by it.

10. On the other hand, the Managing Director, JKEDI by virtue of communication No. **EDI/DIR/123/2023/1295-96** dated **01.02.2023** took up the matter with Principal Secretary to the Government, Industries and Commerce Department bearing subject *“approval for release of payment due regarding installation of Audio Visual System for the Administrative Building of JKEDI Pampore”*.

11. In this communication, the Director, Jammu and Kashmir Entrepreneurship Development

Institute (JKEDI) sought approval for release of payment in favour of the petitioner while apprising that funds for the said purpose are fully available with the JKEDI.

12. It is at this stage that the stalemate came to set in, resulting in no payment being made to the petitioner, thereby constraining it to come up with the present writ petition.

13. Reply to the writ petition has come to be filed after this Court was stretched to the limit of granting a last opportunity to the respondents to come up with the reply by peremptory order dated **20.05.2025** whereby this Court directed that in the event of default in filing of the reply, the respondent No. 2– Director, Jammu and Kashmir Entrepreneurship Development Institute (JKEDI), to remain present in person.

14. This direction of the Court seems to have irked the official ego of the officer concerned, resulting in the reply being submitted on **26.05.2025** which carries a very interesting spin in the sense that the Secretary to Government, Industries and Commerce

Department, being the holder of additional charge of Director Jammu and Kashmir Entrepreneurship Development Institute (JKEDI), and thus, one person speaking for the both respondents.

15. In said reply, the respondent No. 2- Jammu and Kashmir Entrepreneurship Development Institute, (JKEDI) admits its liability payable in favour of the petitioner with funds fully available but only approval being awaited, whereas Secretary to Government, Industries and Commerce Department, UT of Jammu and Kashmir, acting with the mindset of having a veto power, taking a U-turn and coming forward with a stand in para-wise reply that out of 62 items installed under the system installed by the petitioner, only 47 items have been checked and verified by the technical team deputed by the Information Technology Department, J&K Government.

16. Simultaneously, it is admitted that the liability of Rs, **1,84,24,653/-** is subsisting in favour of the petitioner against the respondent No. 2- Jammu and

Kashmir Entrepreneurship Development Institute (JKEDI).

17. Except for this flimsy excuse, the respondents 1 and 2 having nothing at their end to justify the deferment, delay and denial of the admitted liability amount payable to the petitioner.

18. An administrative authority, at whichever level of hierarchy it may be placed, is under a constitutional mandate in terms of Article 14 of the Constitution of India to act with all fairness, transparency and a sense of equity by dispensing with any arbitrariness and irrationality, whereas in the present case, it seems that the respondents have set themselves on an inverse mode by being on the side of arbitrariness and irrationality in denying the release of the due payment in favour of the petitioner.

19. The respondents cannot be heard to say that for a contract duly carried out in its terms of its performance by the petitioner wayback in the year of 2019, the inspection and verification is still in progress and till such exercise is completed, the

petitioner cannot seek release of its contractual claim.

20. If this type of reasoning is allowed to prevail, then the character of the Government and its officials in the public domain would be that of a dodger in the matter of their conduct in commercial dealings and transactions. The Government is supposed to be on the side of things to be very fair and forthright in its dealings and doings.

21. This is a fit case where a writ of mandamus deserves to be issued with immediate effect in favour of the petitioner so as to facilitate the petitioner in earning its admitted liability payment of Rs. **1,84,87,823/-** to be released within a period of 60 days from the date of passing of this judgment, failing which the petitioner shall be entitled to the said payment along with interest at 18% per annum from the date of issuance of the completion certificate in its favour i.e., **January 2019**. The liability in such event shall rest solely upon the Commissioner /Secretary to Government, Industries and Commerce Department-cum-Director, Jammu

and Kashmir Entrepreneurship Development
Institute (JKEDI), jointly as well as severally.

22. ***Disposed*** of.

(Rahul Bharti)
Judge

SRINAGAR
04.09.2025
Bisma Jan.

