

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

**WP(C) 1692/2021
CM(5661/2021)
CM(6909/2024)**

Abdul Ahad Shah.

...Petitioner(s)

Through: Mr. Sheikh Younis, Advocate.

Vs.

Union Territory of J&K and Others. ...Respondent(s)

Through: Ms. Raheela Khan, Assisting Counsel vice
Mr. A. R. Malik, Sr. AAG.

CORAM:

HON'BLE MR. JUSTICE RAHUL BHARTI, JUDGE.

ORDER

06.08.2025

01. The petitioner cannot be held and recognized to have any locus standi to be a petitioner in this writ petition and thereby claim a writ of mandamus upon the respondents No. 5 and 9 i.e. Block Development Office, Tral and Panchayat Secretary Pinglish Tral for releasing the admitted payment of Rs. 7,58,200/- along with interest.

02. NIT No. 02/2013-14 dated 5th February, 2024 came to be floated by the office of Executive Engineer (REW), Pulwama for the work of "Construction of Common Facility Center at Pinglish Block Tral of District Pulwama."

03. In response to the said NIT, the contract is said to have been allotted to one Shri Sajad Ahmad Ganai S/o Shri Mohammad Afzal Ganai R/o Kachahkoot Tral at the cost of Rs. 21.75 lacs.

04. It is by virtue of the Executive Engineer (REW), Pulwama's communication bearing No. XEN/REW/Pul/3859-66 dated 1st March, 2014 that the formal allocation of the contract work in favour of Sajad Ahmad Ganai had come to take place.

05. Said Sajad Ahmad Ganai, by virtue of a purported Special Power of Attorney dated 29th March, 2014, came to recite that he was overburdened of works and not in a position to execute the contract allotted to him pursuant to NIT No. 02/2013-14 dated 5th February, 2014 and, therefore, was constituting the petitioner herein as his lawful attorney for executing the contract work and also empowering him to draw the payments for the work done, meaning thereby said Sajad Ahmad Ganai substituted the petitioner in his place.

06. It is the petitioner who on 23rd August, 2021, came forward with the present writ petition claiming that despite having completed the construction of Common Facility Center at Pinglish Block Tral District Pulwama, he has not been fully paid from the end of the respondents and, therefore, the writ petition being the only course of option left at his disposal to earn the release of the so-called liability amount.

07. Whether the liability amount is admitted one or not from the respondents' end is not the question, as it is the locus standi of the petitioner to be in the writ petition that too without being joined by Sajad Ahmad Ganai, the

principal, to be in the present writ petition, when Special Power of Attorney by no stretch of reference empowered or empowers the petitioner herein to even file a writ petition in the name and on behalf of Sajad Ahmad Ganai, to claim the payments from the end of the respondents in relation to the work done under said NIT No. 02/2013-14 dated 5th February, 2014.

08. The learned Advocate for the petitioner cannot be heard to draw any equity from the fact that previous payments were made to the petitioner from the respondents' end. If that is the case, then it is only for the petitioner and the concerned respondents to figure out under which legal framework, the concerned respondents came to recognize the petitioner to be the holder of the contract work otherwise allotted to Sajad Ahmad Ganai.

09. This Court is refraining from making any adverse observation with respect to the mechanism which led to the outsourcing of the contract by Sajad Ahmad Ganai to the petitioner, otherwise it could be a case for a Vigilance Enquiry. Therefore, this writ petition is **dismissed** on account of lack of locus standi of the petitioner having no privity of contract with the respondents to ask for writ of mandamus to claim so-called admitted liability amount.

10. Writ petition **dismissed**.

(RAHUL BHARTI)
JUDGE

SRINAGAR:

06.08.2025

"HAMID"