

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

**WP(C) 1628/2024
CM(4422/2024)**

Ghulam Qadir Dar

...Petitioner(s)

Through: Mr. Ahmad Javid, Advocate

Union Territory of J&K and Ors.

...Respondent(s)

Through: Mr. Waseem Gul, GA

CORAM:

HON'BLE MR. JUSTICE RAHUL BHARTI, JUDGE

ORDER

18.08.2025

1. Against an express Supply Order No. JKEDI/U&S|2018/809-12 dated **09.10.2018** issued by the Manager Estates, Jammu & Kashmir, Entrepreneurship Development Institution ("JKEDI" in short), the petitioner was called upon to supply identified items/articles of goods by a common reference to Looms and Accessories valuing Rs. 5,37,140/-.
2. The supply order so issued in favour of the petitioner was bearing terms and conditions, one of which being the supply and installation to be within a

period of seven days with effect from the issuance of the supply order i.e., Order No. JKEDI/U&S|2018/809-12 dated **09.10.2018**.

3. This time specific condition did not spell out that time was of the essence in the matter of supply, failing which the supply order was to be deemed to have been rescinded.

4. The petitioner is said to have made the requisite supplies though beyond seven days' timeline period and thereafter struggled to get the price of the supplies so made by him from the end of the JKEDI, which constrained him to come up with a writ petition bearing WP(C) No. 688/2020 before this court which came to be disposed in terms of an order dated **09.03.2020** with a direction to the writ respondents to determine the entitlement of the petitioner for the price of the supplies made by him and, if any, amount due and payable then to release the same.

5. The needful as directed in terms of order dated 09.03.2020 was to be done with a period of two weeks which timeline was self-reckoned by the writ respondents to be unrestricted and self-stretchable till passing of order No. EDI/DIR/O2 of 2024 dated

03.05.2024, thereby holding the claim of the petitioner for payment of Rs. 5,37,140/- not justified and being in violation of terms and conditions of the supply order but without mincing a word whether the supplies made by the petitioner was accepted by the writ respondents or not.

6. The petitioner was, thus, constrained to come up with 2nd round writ petition through the medium of the present writ petition instituted on **24.07.2024**.

7. Through the medium of this writ petition, the petitioner is again repeating the same grievance of not being paid the supply order price of Rs.5, 37,140/-.

8. In response to the writ petition, the respondents have come forward with a repeat of the text of order No. No.EDI/DIR/O2 of 2024 dated **03.05.2024**.

9. In the entire stretch of the reply/objections filed by the respondents No. 2 and 3, there is not even a whisper that the supplies made by the petitioner of the goods booked in terms of the supply order if not made in time, then whether the supply was accepted or not.

10. Obviously, the supplies was accepted but the matter of payment of price to the petitioner seems to have suffered loss of memory at the end of the writ respondents, who were supposed to pay the price and that is the reason that as an afterthought the excuses have been generated to justify the non-payment of sale price of Rs. 5,37,140/- for the Looms and Accessories so supplied by the petitioner and accepted by the respondents No. 2 and 3.

11. In their reply/objections, the respondents have not even taken the pain of apprising this Court as to how much delay was involved at the end of the petitioner in delivering the ordered looms and accessories thereof. The respondents have not come forward with any whisper of a claim that on account of delayed delivery of the supply so made by the petitioner, the respondents had not only refused the delivery but even put the petitioner on notice that its delivery was being rejected/refused on account of the delay in making the supply subjecting the respondents to suffer loss or loss of purpose for which the supply order was placed upon the petitioner.

12. There is a clear admission in the impugned order EDI/DIR/O2 of 2024 dated **03.05.2024** on the part of the Director JKEDI that the supply of the looms and accessories had come to take place on or before **20.10.2018** i.e., within eleven days of issuance of the supply order.

13. In the present case, the relationship between the petitioner and the respondent-JKEDI as being seller and purchaser was squarely governed by the Sales of Goods Act, 1930. In terms of the said Act, the property in goods supplied, even though with delayed supply made by the petitioner to JKEDI, had passed on to the JKEDI and that generated a corresponding contractual obligation at the end of JKEDI to pay the price of the supplies to the petitioner, rendering the petitioner as an unpaid seller.

14. In the present case, the respondents cannot be heard to deny the fact that the amount of liability claimed and payable is admissible to a disputed question of fact. The price is admitted and express which is 5,37,140/-. The delivery of the supplied goods is also admitted and, therefore, that situation always vested the petitioner with a right to claim the

release of the admitted liability amount which stood denied to him on one pretext or another, thereby consuming two rounds of litigation at the expense of the petitioner's money.

15. The impugned order whereby the petitioner's claim is said to be not justified is nothing but ipse dixit of the Director JKEDI without any sense of appreciation of law and more particularly of fairness and bonafide. The impugned order is thus held to be bad on all fours and the petitioner is held entitled to earn the payment of Rs. 5, 37,140/- which shall be paid to him by the respondents No. 2 and 3 within a period of ninety days from the date of passing of this order failing which the payment of the amount of Rs. 5,37,140/- shall be burdened with payment of interest @ 18% per annum with effect from October 2018 onwards till actual payment taking place in favour of the petitioner.

16. **Disposed of** along with connected CM(s).

(RAHUL BHARTI)
JUDGE

SRINAGAR:

18.08.2025

"Mir Arif"