

Serial No. 190
Supp. Cause List

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

...
WP(C) 2006/2025
CM(5296/2025)
(Through Virtual Mode)

CHANDER BHAGA ADVERTISEMENT AGENCY

.....Petitioner(s)

Through:
Mr. Sachin Gupta, Adv.

Versus

UNION TERRITORY OF J AND K AND ORS. (RURAL DEVELOPMENT).

.....Respondent(s)

Through:
None

CORAM:
HON'BLE MR. JUSTICE MOHD YOUSUF WANI, JUDGE

ORDER
20.08.2025

1. Issue notice to the respondents in the main as well as in the interim application returnable by the next date of hearing, subject to taking of steps for service within a week's period for filing reply/objections.
2. Heard the learned counsel for the petitioner in respect of his prayer for grant of interim relief and considered his submissions.
3. It has been submitted by the learned counsel for the petitioner that the respondents despite repeated representations/arguments have withheld and failed to pay the admitted liability to the tune of Rs. 29,98,846/- (Rs. Twenty Nine lacs Ninety Eight thousand Eight hundred and Forty Six only) towards the petitioner for management of an event by him under the title "National Work Shop on Panchayat with Good Governance" during 21st to 23rd August at SKICC Srinagar organized by respondents 2 to 4.

4. The case of the petitioner is that it is a proprietorship firm engaged in services, sub-classified into Creative arts and entertainment activities viz. advertisement business, electronic and print. That the petitioner firm is also organizing public as well as private events since last two decades. That the firm is a Micro Enterprise, the Udyam/MSME registration number of the Firm is UDYAM-JK-07-0005794, and the unit of the firm is situated at the above mentioned address. That the petitioner firm is an empanelled vendor with the respondents herein for carrying out different events with the respondents under A Category. That it is one of the empanelled event management agency with the respondent No. 1 for management of events and the petitioner was the successful bidder from the empanelled agencies with respondent No. 1 in which the quotes cited by the petitioner was found to be the lowest, thus the Firm was awarded the work with a value of Rs. 25,50,505/- inclusive of taxes for organizing 3 days “National Work Shop at SKICC w.e.f 21st to 23rd August, 2023 vide Letter of Award dated 15.08.2023 bearing no. RDD-Pnch/163/2023-12(CC:7244080). That the petitioner firm successfully performed contractual obligation pursuant to Letter of Award dated 15.08.2023 bearing no. RDD-Pnch/163/2023-12(CC:7244080) issued by the respondent No. 2. That the petitioner firm duly executed the assigned work i.e., successfully organized the 3 days “National Work Shop at SKICC, Srinagar to the satisfaction of the respondents which included coordination, venue management, cultural event during 1st day of event, IEC activities and knowledge collaterals. That during the execution of the awarded work the petitioner firm in addition to the rendered services, also performed additional tasks on site based on

direct instructions from the respondents, the additional task increased the total amount from Rs. 25,50,505/- to Rs. 29,98,846/-. That the additional tasks executed by the petitioner firm were as hoardings in Kashmir town, printing and installation of hoardings, lanyards+PVC cards, pen, notepads, folders with RDD Printing Pens, notepads without RDD printing, Invitation cards with envelopes, LED walls for live feed coverage with sound systems at 1st floor at SKICC. These additional works were done by the petitioner firm only after the instructions from the respondents and were not the part of letter of award dated 15.08.2023. That the petitioner raised two number of Invoices to the respondent No. 2 vide invoice No. CB/23/0227 dated 02.09.2023 total amounting to Rs. 25,50,505/- and Invoice No. CB/23/0228 dated 02.09.2023 amounting to Rs. 4,48,341/-, the petitioner firm submitted the item wise bifurcation of bill amounting to Rs. 4,48,341/- to the respondents. That the additional work was purely on verbal direction pertaining to which the petitioner raised a bill amounting to Rs. 4,48,341/- inclusive GST.. That after the two different invoices were raised by the petitioner firm, the respondent No. 3 vide communication No. RDD-Pnch/163/2-23-12(CC: 7294061) dated 07.01.2024 intimated the petitioner firm to submit an item wise bill for claiming amount of Rs. 29,98,846/- to facilitate reconciliation with the petitioner firm. That the petitioner firm vide e-mail informed the respondents that the work done amounting to Rs. 25,50,505/- is as per BOQ given by the respondent and lumpsum rate was given for the same as there is no item wise bifurcation of the same, further the item wise detail of additional work done by petitioner firm amounting to Rs. 4,48,341/- on the directions of the

respondent is already submitted in the office of the respondent and the same had been explained to the respondents. That the respondent No. 3 vide communication No. RDD-Pnch/163/2-23-12(CC: 7244080) dated 13.08.2024 again intimated the petitioner firm to submit the itemized bill for the projected amount to facilitate reconciliation with the payments. In response to the communication dated 13.08.2024, the petitioner firm submitted the itemized bill of the additional work and further submitted that the petitioner has already performed the contract as per the BOQ issued by the department initially. That the respondents have admitted the liability vide communications dated 07.01.2024 & 13.08.2024 to pay the sum of Rs. 29,98,846/-, but the respondents failed to discharge such liability. That despite the admitted nature of the dues, the respondents have arbitrarily withheld payment. That the petitioner firm keep approaching the respondents and gave number of reminders and repeated representations to release outstanding payments which is evident from the number of communications/e-mails made by official respondents inter-se. That the petitioner firm herein made number of representations to the respondents to release the due payments and on failure of the release of the payment, the petitioner firm vide e-mail dated 21.01.2025, specifically intimated the respondents that the firm is paying huge interest to the Banks thus, they are eligible to claim interest on delay payment @ 18% per annum, but the respondents have failed to release the payments of the petitioner of the work done which has been executed by the petitioner firm more than one and half years ago and because of the inaction of the respondents, the petitioner firm is suffering immensely and is deprived of payments. That due to non-

release of the payments for the work which the petitioner has executed pursuant to the letter of award has made the petitioner to suffer financially and is paying huge interests to the Bank being MSME. The petitioner is MSME and is rendering the services of Event Management only after obtaining huge financial assistance from various banking financial institutions. That the liability is not in dispute, the respondents failed to release the amount despite repeated representations & withholding of the payment by the respondent is arbitrary, without any legal justification or valid ground and. That the inaction of the respondents is violating the petitioner's Constitutional Right under Article 14 and Article 300A of the Constitution of India as the liability is admitted and undisputed. That withholding of admitted liability amounts to arbitrariness, which is impermissible under the Scheme of Constitutional Governance. That the action of the respondents in not releasing the admitted payments is totally illegal, arbitrary and aimed at infringing the fundamental rights of the petitioners more particularly right to livelihood guaranteed under Article 19(1)(g) of the constitution of India. That due to withholding of admitted liability by the respondents, the petitioner is suffering from huge financial losses, and the business venture of the petitioner is at the verge of closure. That the petitioner by borrowing finances from banking institutions has arranged and executed the work, but due to action of respondents, the petitioner is not in a position to liquidate the liabilities of the banks. That the action of the respondents is oppressive, mala-fide and capricious as there is no dispute regarding liability of the due amount. That the respondents have failed to perform their duties casted upon them in view of the

admitted and undisputed liability. That since the payment of the petitioner has been illegally and wrongfully withheld by the respondents without any reason, therefore, the petitioner is also entitled to prevailing market rate of interest on the payment which has been withheld by the respondents. That the inaction of the respondents is unreasonable, arbitrary, violative of principle of natural justice

5. Perused the interim application supported with an affidavit. Also perused the main petition and the copies of documents enclosed with the same as Annexures thereto.
6. The perusal of the documents enclosed with the petition reveals that there is an admitted liability of the respondents towards the petitioner to the tune of Rs. 29,98,846/- (Twenty Nine lacs Ninety Eight thousand Eight hundred and Forty Six). The petitioner is supposed to have been badly suffering on account of the non-payment of the amount due to him.
7. In the facts and circumstances of the case and especially having regard to the grievance of the petitioner and the relief sought, this court is of the opinion that the matter can be disposed of at this threshold stage by passing of appropriate directions which are not likely to prejudice the interests of any party.
8. Accordingly, the writ petition is taken up for final disposal and is disposed of with the direction to the respondents to immediately consider the payment of the due liability to the petitioner on account of the management of the event by him under the title “National Work Shop on Panchayat with Good Governance” during 21st to 23rd August, 2023 at SKICC Srinagar, which job was duly allotted to him in

pursuance of the e-tender process, within a period of eight weeks and submit the compliance report.

9. *Disposed of.*

(MOHD YOUSUF WANI)
JUDGE

Srinagar
20.08.2025
“SAKEENA-PS”

