

Serial No. 101
Supp. List

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

WP(C) 3007/2025

CM(8010/2025

JAMMU AND KASHMIR BANK LIMITED

CORPORATE HEADQUARTERS

..... Petitioner(s)

Through: -

Mr. T. H. Khawja, Sr. Advocate with

Mr. Iman Abdul Muizz and

Mr. Naseer Ul Akbar, Advocates.

V/s.

UNION TERRITORY OF J AND K AND ORS.

..... Respondent(s)

Through:-

Mr. Illyas Nazir Laway, GA.

CORAM:

HON'BLE MR. JUSTICE RAJESH SEKHRI, JUDGE

(ORDER)

03.12.2025.

1. Petitioner-bank claims to be in possession of 7.176 Kanals of land in estate Maisuma, Srinagar along with structure raised thereon, known as Air Cargo Complex.
2. The case set out is that Government of Jammu and Kashmir granted lease of the subject premises to Air India Private Limited, for a period of 40 years w.e.f. 2005, which according to the petitioner, was supposed to last till 2045. The premises came to be sublet by Air India in favour of the petitioner-bank in 2013, for a period of 10 years with an option to renew the lease.
3. It is further case of the petitioner that Government of India privatized Air India Limited with effect from 2022, and created a special Purpose Vehicle named as AI Assets Holding Limited-respondent No. 5 with an object to warehouse, among others, non-operational assets of Air India Company that include lease hold rights of the premises in question.

Respondent No. 5 after acquiring the assets of Air India Company including lease hold rights of the premises has sent a communication to the Government of Jammu and Kashmir and decided to return the land along with structure existing thereon on payment of compensation. Since the lease hold rights of respondents No. 4 & 5 was likely to have legal consequences on the sub-lease, the petitioner-bank offered to have the property on long term lease basis or outright purchase basis in view of the nature of public utility service and infrastructure which it has installed on the premises. Meanwhile, Srinagar Development Authority issued a notice, asking respondent No. 5 to vacate the premises on the premise that it has sub-leased the property in favour of the petitioner-bank, in violation of the conditions contained in the lease deed. This notice was assailed by respondent No. 5 in this Court by way of a writ petition which came to be dismissed on 16.07.2025, in view of existing alternate remedy contained in the Arbitration clause. A Letters Patent Appeal against the order dated 16.07.2025, is pending consideration of this Court. Thereafter, a notice dated 13th August, 2025, was served upon the petitioner-bank that it is in illegal occupation of the premises which was required to be vacated within two days with a warning that in case premises are not vacated, same shall be sealed without further notice. This notice has prompted the petitioner-bank to approach this Court that it is being evicted without adopting due process of law.

4. Mr. Laway, learned counsel for the respondents has no objection in case respondents are directed to seek eviction of the petitioner-bank, after following the due process of law.

5. Having regard to the limited nature of controversy, the present writ petition is admitted to hearing and disposed of at the threshold by providing

that respondents shall not interfere with the possession of the petitioner-bank otherwise than in due course of law.

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

(Rajesh Sekhri)
Judge

SRINAGAR
03.12.2025.
“Abdul Rashid”