

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

WP(C) No. 198/2023
CM No. 446/2023

Reserved on: 15.07.2026
Pronounced on: 28.07.2026
Uploaded on: 29.07.2026
Whether the operative part or full
judgment is pronounced: **Full**

1. **Vijay KoulSapru, Age 70 years,
W/o Lt. Sh. M.K. Sapru,
R/o H No. 160, Sector-1,
Near Janta Flour Mills,
Gangyal Garden, Jammu
Pin-180010**
2. **Poonam Sapru, Age 40 years,
D/o Lt. Sh. M.K. Sapru,
R/o H No. 160, Sector-1,
Near Janta Flour Mills,
Gangyal Garden, Jammu
Pin-180010**
3. **PreyankaSapru, Age 38 years,
D/o Lt. Sh. M.K. Sapru,
W/o VikramWanchoo,
R/o E-604, Pride Prestine
Apartment, Vasundhra Lay
Out, Ananth Nagar,
Phase-03, Bangalore South,
Bangalore, Karnataka-560100**

.... Petitioner/Appellant(s)

Through:- Ms. ShivaniJalali, Sr. Advocate
with Ms. Ranjana Rajput, Advocate

Vs.

1. **UT of J&K,
through its Principal Secretary,
Housing & Urban Dev. Deptt,
J&K at Jammu**
2. **Managing Director,
J&K Housing Board,
Gandhi Nagar, Jammu**
3. **Secretary,
J&K Housing Board,
Gandhi Nagar, Jammu**

.....Respondent(s)

Through:- Mrs. Monika Kohli, Sr. AAG
with Ms. Priyanka Bhat, Advocate.

CORAM: HON'BLE MR. JUSTICE WASIM SADIQ NARGAL, JUDGE
JUDGMENT

1. Through the medium of the present writ petition, the petitioners have called in question Order No. JKHB-115 of 2022 dated 10.08.2022 passed by the Managing Director, Jammu and Kashmir Housing Board, whereby, ostensibly in compliance with the judgment dated 28.10.2021 passed by this Court in OWP No. 1335/2009 titled '*Vijay Koul Saproo and others vs. State of J&K and others*', the respondents have rejected the claim of the petitioners for allotment of a residential plot at Ompora Housing Colony, Budgam, by holding the same to be devoid of merit and time-barred.

Brief Facts:-

2. The facts giving rise to the filing of the present writ petition, as projected by the petitioners, are that the husband of petitioner No.1 and father of petitioner Nos.2 and 3, namely Late Sh. M.K. Saproo, was offered a residential plot measuring 50' × 100' under the '*HIG Category*' in Ompora Housing Colony, Budgam vide Letter of Intent/Offer of Allotment dated 12.08.1985. Pursuant thereto, the allottee deposited an amount of Rs.27,500/-, representing 50% of the tentative cost of the plot, in terms of the conditions contained in the Letter of Intent/Offer of Allotment. The balance amount was required to be paid in accordance with the terms and conditions incorporated therein.
3. According to the petitioners, despite the deposit of the initial amount, no further communication or demand was issued by the respondents

requiring the allottee to deposit the balance amount or complete the formalities for execution of the agreement and delivery of possession. It is the case of the petitioners that owing to the prevailing disturbed conditions in the Kashmir Valley, the original allottee was compelled to migrate from the Valley and, thereafter, submitted representations dated 20.11.2008 and 09.03.2009 requesting the respondents to intimate the balance amount payable so that the same could be deposited and the allotment could be processed.

4. In response thereto, the respondents issued communication dated 09.04.2009 informing the original allottee that his application had been examined and found to be without merit and calling upon him to appear before the office of the respondents along with the original allotment papers and receipts for processing refund of the amount deposited by him. Aggrieved thereof, the original allottee instituted OWP No. 1335/2009 before this Court challenging the aforesaid communication.
5. Upon issuance of notice in the said writ petition, this Court, vide interim order dated 14.12.2009, directed that the communication dated 09.04.2009 shall remain in abeyance till further orders. During the pendency of the writ petition, the original writ petitioner expired and, on an application moved in that behalf, the present petitioners were brought on record as his legal representatives.
6. The aforesaid writ petition ultimately came to be disposed of by this Court vide judgment dated 28.10.2021, whereby the communication dated 09.04.2009 was quashed on the ground that the petitioners had been

condemned unheard in violation of the principles of natural justice. While quashing the impugned communication, this Court directed the respondents to reconsider and revisit the claim of the petitioners keeping in view their offer and willingness to pay the remaining 50% of the cost of the plot, while reserving liberty in favour of the respondents to recover the cost of the plot at the rates prevalent in the year 2003.

7. It is the further case of the petitioners that after the pronouncement of the aforesaid judgment, they approached the respondents for its implementation and also served a legal notice dated 06.04.2022 calling upon the respondents to comply with the directions issued by this Court. However, instead of implementing the judgment in its true letter and spirit, the respondents passed the impugned Order No. JKHB-115 of 2022 dated 10.08.2022 whereby the claim of the petitioners was again rejected by holding the same to be devoid of merit and time-barred.
8. Aggrieved by the aforesaid order, the petitioners have filed the present writ petition, inter alia, contending that the impugned order is in the teeth of the judgment dated 28.10.2021 passed by this Court in the earlier round of litigation, inasmuch as the respondents have reiterated the very grounds which already stood considered and rejected by this Court instead of undertaking a meaningful reconsideration in terms of the directions contained in the said judgment.
9. The respondents have filed objections resisting the writ petition. It is pleaded that the document dated 12.08.1985 was merely a Letter of Intent/Offer of Allotment and not a formal letter of allotment and that the

original allottee failed to comply with the conditions stipulated therein by not depositing the balance amount within the prescribed period. Therefore, the offer consequently stood cancelled in terms of the conditions of the Letter of Intent/Offer of Allotment itself. It is specific stand of the respondents that the claim was reconsidered in compliance with the judgment dated 28.10.2021 and rejected by a reasoned order by observing that the plot intended to be allotted to the original allottee has since been allotted to another eligible person after completion of the requisite formalities.

Arguments on behalf of Petitioners:-

10. Learned Senior Counsel for the petitioners Ms. Shivani Jalali alongwith Ms. Ranjana Rajput, submitted that the controversy raised in the present writ petition stood substantially concluded by the judgment dated 28.10.2021 rendered by this Court in OWP No.1335/2009, whereby the communication dated 09.04.2009 came to be quashed on the ground that the petitioners had been condemned unheard and the respondents were directed to reconsider and revisit the claim of the petitioners keeping in view their willingness to pay the balance 50% of the cost of the plot, while reserving liberty in favour of the respondents to recover the cost at the rates prevailing in the year 2003. It is argued that the said judgment has attained finality, the same having never been challenged by the respondents. Consequently, it is no longer open to the respondents to re-agitate issues which already stood concluded in the earlier round of litigation.

11. It is further contended that instead of faithfully implementing the aforesaid judgment, the respondents have passed the impugned order by reiterating the very grounds which had already been rejected by this Court. According to the learned counsel, the respondents have once again relied upon the newspaper publication of the year 2003 and the alleged automatic cancellation of the Letter of Intent/Offer of Allotment despite the fact that this Court had already held that mere publication of a notice in the newspaper could not amount to service upon the petitioner and that the petitioners had been condemned unheard in violation of the principles of natural justice.
12. Learned counsel further argued that the respondents were legally estopped from reopening issues which had already attained finality by virtue of the judgment dated 28.10.2021. Instead of acting in furtherance of the directions issued by this Court by considering the willingness expressed by the petitioners to pay the remaining amount at the rates prevailing in the year 2003, the respondents have virtually reviewed the earlier judgment by returning findings contrary thereto, thereby rendering the exercise of reconsideration wholly illusory.
13. Learned counsel also submitted that the stand now sought to be projected by the respondents that the plot had already been allotted to another person is equally untenable. It is argued that the communication dated 09.04.2009 remained under an order of abeyance passed by this Court on 14.12.2009 throughout the pendency of OWP No.1335/2009 and was ultimately quashed on 28.10.2021. Therefore, according to the learned

counsel, the respondents could not have lawfully proceeded to allot the subject plot to any third person during the subsistence of the interim protection granted by this Court.

14. Learned counsel further submitted that the respondents have adopted inconsistent stands inasmuch as, while contending in the present proceedings that the original allottee had merely been issued a Letter of Intent/Offer of Allotment, the objections filed by the respondents themselves acknowledge that the allottee had failed to fulfil the conditions of the allotment and that the allotment stood terminated. It is argued that such inconsistent pleas expose the arbitrary manner in which the impugned order has been passed.

Arguments on behalf of Respondents:-

15. *Per contra*, Mrs. Monika Kohli, learned Sr. AAG, appearing for the respondents has vehemently opposed the writ petition and submitted that the impugned Order No. JKHB-115 of 2022 dated 10.08.2022 has been passed strictly in compliance with the judgment dated 28.10.2021 rendered by this Court in OWP No.1335/2009. It is contended that, pursuant to the directions issued by this Court, the claim of the petitioners was reconsidered and revisited in its entirety and, upon due examination of the relevant record and attendant circumstances, was found to be devoid of merit, culminating in the passing of the impugned speaking order.
16. It is further submitted that the document dated 12.08.1985 issued in favour of the husband of petitioner No.1 is merely a Letter of Intent/Offer of Allotment and not a formal letter of allotment. It is argued that the said

Letter of Intent/Offer of Allotment is only indicative of the respondents' intention to allot a plot subject to fulfilment of the conditions stipulated therein and did not, by itself, confer any vested or enforceable right upon the allottee. It is contended that a Letter of Intent/Offer of Allotment is merely an offer, which culminates into a concluded contract only upon due acceptance in accordance with its terms and conditions. According to Mrs. Monika Kohli, learned Sr. AAG, since the original allottee admittedly failed to deposit the balance amount within the stipulated period, no concluded contract ever came into existence between the parties.

17. It is also submitted that the original allottee had failed to comply with the essential conditions incorporated in the Letter of Intent/Offer of Allotment within the prescribed period, as a consequence whereof the Letter of Intent/Offer of Allotment stood cancelled in terms of its own conditions. It is further contended that, in the year 2003, the respondents had issued a public notice through leading newspapers calling upon all persons who had been issued Letters of Intent and had not completed the requisite formalities to approach the Housing Board within the stipulated period, failing which their claims would not be entertained. According to learned Senior Counsel, despite such opportunity, the original allottee neither approached the respondents nor deposited the outstanding amount and, therefore, the respondents were justified in treating the Letter of Intent/Offer of Allotment as having lapsed.
18. It is further argued that the petitioners sought to assert their claim after an inordinate and unexplained delay of more than two decades and, therefore,

the respondents had rightly held the claim to be hopelessly belated and devoid of merit. It is submitted that the impugned order does not suffer from any infirmity, inasmuch as the respondents have complied with the directions issued by this Court in the earlier round of litigation by reconsidering the claim of the petitioners afresh.

19. It is also submitted that the plot in question is no longer available for allotment, as the same already stands allotted in favour of another eligible allottee after fulfilment of the requisite conditions. It is, therefore, argued that even otherwise no effective relief, as prayed for by the petitioners, can now be granted.
20. It is lastly contended that the respondents have acted strictly in accordance with the provisions governing the allotment as well as the terms and conditions contained in the Letter of Intent/Offer of Allotment and that the impugned order neither suffers from any illegality nor any procedural infirmity warranting interference by this Court in exercise of its extraordinary writ jurisdiction.

Legal Analysis:-

21. Heard learned Senior Counsel appearing for the parties at considerable length and have perused the pleadings and the material placed on record.
22. The principal question which falls for consideration of this Court is whether the respondents, while passing the impugned order dated 10.08.2022 purportedly in compliance with the judgment dated 28.10.2021, have faithfully implemented the mandate of this Court or have travelled beyond

the scope of the directions issued therein by reopening issues which had already attained finality.

23. Before advertng to the rival submissions advanced by learned counsel for the parties, it would be appropriate to notice the scope and import of the judgment dated 28.10.2021 passed by this Court in the earlier round of litigation. A perusal of the said judgment reveals that this Court had quashed the communication dated 09.04.2009 primarily on the ground that the original allottee had been condemned unheard and that the respondents had failed to adhere to the principles of natural justice before depriving him of the benefit flowing from the Letter of Intent/Offer of Allotment issued in his favour. While setting aside the said communication, this Court directed the respondents to “reconsider and revisit” the claim of the petitioners by taking into account their willingness to deposit the remaining 50% of the cost of the plot, while reserving liberty in favour of the respondents to recover the cost of the plot at the rates prevailing in the year 2003. The aforesaid judgment has admittedly attained finality and was never assailed before any superior forum.
24. At this stage, it would be profitable to reproduce the operative part of the judgment dated 28.10.2021, which reads as under:

“20. Thus, having regard to the aforesaid position, the petitioner can be said to have been condemned unheard by the respondents in the matter violating principles of natural justice. The impugned communication thus is not legally tenable and is accordingly quashed. Resultantly the respondents are directed to reconsider and revisit the claim of the petitioners having regard to the offer made by the petitioners in the representation that the petitioners are willing and ready to pay the remaining amount of 50% toward the cost of the

plot. The respondents, however, shall be at liberty to seek the cost of the plot from the petitioners at the rates prevalent in the year 2003 i.e., the year notice is claimed to have been published in the newspaper by the respondents.”

25. A plain reading of the aforesaid operative directions reveals that this Court had consciously confined the scope of reconsideration to the willingness expressed by the petitioners to deposit the balance amount payable towards the cost of the plot while reserving liberty in favour of the respondents to recover the cost at the rates prevailing in the year 2003. No liberty whatsoever was reserved in favour of the respondents to reopen issues relating to the cancellation of the Letter of Intent/Offer of Allotment, the effect of the newspaper publication or the conduct of the original allottee, all of which already stood concluded in the earlier round of litigation.
26. Once the judgment dated 28.10.2021 had attained finality, the respondents were under a legal obligation to implement the same in its true letter and spirit. Having accepted the said judgment without assailing the same before any superior forum, it was no longer open to the respondents to reopen or question the issues which already stood concluded therein. It is trite that an authority, while acting in compliance with a judicial direction, cannot exercise powers of an appellate authority over the judgment of the Court or reopen issues which already stand concluded by the said judgment. The exercise to be undertaken by the respondents was, therefore, confined to the limited extent indicated by this Court, which was the reconsideration of the petitioners' claim in the light of their willingness to pay the balance amount and nothing beyond.

27. The Hon'ble Supreme Court in **“RBF Rig Corporation, Mumbai vs. Commissioner of Customs (Exports), Chennai,”**(2011) 3 SCC 573, while emphasizing the obligation of subordinate authorities to implement judicial directions which had attained finality, observed as under:

“25. We hasten to add, if for any reason, the subordinate authority is of the view that the directions issued by the Court are contrary to statutory provision or well-established principles of law, it can approach the same Court with necessary application/petition for clarification or modification or approach the superior forum for appropriate reliefs. In the present case, as we have already noticed, the respondents have not questioned the order passed by the High Court, which order has reached finality. In such circumstances, we cannot permit the adjudicating authority to circumvent the order passed by the High Court.”

28. The principle enunciated in the aforesaid decision is founded upon the rule that an authority, acting pursuant to a judicial direction, derives its jurisdiction from the judgment itself and is, therefore, bound to remain within the parameters delineated therein. Any exercise *dehors* those parameters would amount to acting contrary to the judgment sought to be implemented.
29. A careful perusal of the impugned order dated 10.08.2022, however, reveals that instead of confining themselves to acting in furtherance of the directions issued by this Court in the earlier round of litigation, the respondents have proceeded to revisit and adjudicate upon issues which had already been examined in the earlier writ proceedings. The impugned order once again proceeds on the premise that the original allottee had failed to deposit the balance amount within the stipulated period, that the offer contained in the Letter of Intent/Offer of Allotment stood cancelled by operation of its own

terms, that due notice had been issued to the allottee through publication in newspapers and consequently the claim of the petitioners was liable to be rejected as being time-barred and devoid of merit.

30. In the considered opinion of this Court, the aforesaid approach adopted by the respondents is legally unsustainable. The issues relating to the alleged failure of the original allottee to comply with the conditions of the Letter of Intent/Offer of Allotment, the effect of the newspaper publication, and the consequential cancellation of the allotment had already been adjudicated in detail while deciding the OWP No.1335/2009. This Court, while disposing of the earlier writ petition, rejected the stand of the respondents and instead quashed the communication dated 09.04.2009 with a consequential direction to reconsider the claim of the petitioners. Having accepted the judgment by the respondents without any demur and allowed it to attain finality, the respondents were not competent to revive/reagitate the very grounds/issues which stood concluded in the earlier proceedings.
31. The expression "*reconsider and revisit*", as observed by this Court in the judgment dated 28.10.2021, could not have been construed as conferring liberty upon the respondents to review the correctness of the findings already recorded by this Court. The said expression merely obligated the respondents to undertake a fresh consideration confined to the willingness expressed by the petitioners to deposit the balance amount and to determine the modalities for implementation of the allotment in accordance with the directions issued by this Court. The respondents, by embarking upon an enquiry into matters which had already attained

finality, have clearly travelled beyond the four corners of the judgment sought to be implemented.

32. It is a settled principle of judicial discipline that a judgment of a competent Court binds the parties not only in respect of the operative directions but also in respect of the issues necessarily decided therein. An administrative authority cannot, under the guise of implementing a judicial order, render nugatory the findings recorded by the Court or circumvent its mandate by reiterating the very reasons which have already been disapproved or rejected. Any such exercise strikes at the doctrine of finality of judicial decisions and cannot receive the imprimatur of law.
33. This Court recently in “**Principal, Woodland House School vs. Shakeel Ahmad Malik,**” CM(M) No. 191/2026, decided on 06.06.2026, while highlighting the binding nature of judicial orders and the necessity of their faithful implementation, held as under:

“55. This Court is of the considered opinion that once a judicial order has been affirmed by the superior forums and continues to hold the field, the same is required to be obeyed and given effect to. Judicial orders are not intended to remain confined to the record and must receive due compliance from the parties against whom they operate. Any other view would seriously undermine the authority of Courts and the administration of justice.

56. Such repeated challenges to substantially concluded issues cannot be encouraged. Judicial orders cannot be permitted to be frustrated by filing one proceeding after another. The rule of law demands obedience to judicial

orders unless they are stayed, modified or set aside by a competent Court.”

34. Tested on the touchstone of the aforesaid principle, a perusal of the impugned order reveals that the respondents, while passing the said order, have once again proceeded to examine whether the original allottee had complied with the conditions of the Letter of Intent/Offer of Allotment, whether the respondents had issued notices through publication in newspapers and whether the allottee himself was responsible for non-completion of the allotment process. These are precisely the issues which formed the subject matter of adjudication in the earlier writ petition. Once this Court had set aside the communication dated 09.04.2009 and directed reconsideration of the claim of the petitioners, it was no longer open to the respondents to resurrect the very grounds which had culminated in the issuance of the said communication.
35. Another reason assigned in the impugned order for rejecting the claim of the petitioners is that the subject plot had already been allotted in favour of another eligible allottee. This ground, however, does not commend acceptance. Significantly, no such plea appears to have been raised by the respondents during the earlier round of litigation culminating in the judgment dated 28.10.2021, despite the fact that the writ petition remained pending before this Court for more than a decade and the respondents had filed their objections therein. Had the plot already stood allotted to a third party, nothing prevented the respondents from placing the said fact before this Court in the earlier proceedings. Having failed to do so and after

passing of the judgment directing reconsideration of the petitioners' claim, the respondents cannot now be permitted to defeat the very object of that judgment by relying upon a circumstance which was never pleaded earlier. Besides, the communication dated 09.04.2009 had remained in abeyance pursuant to the interim order dated 14.12.2009 passed by this Court during the pendency of the earlier writ petition. In such circumstances, the respondents were expected to place the complete factual position before this Court if the subject plot had, in fact, been allotted to any third party. Their failure to do so assumes considerable significance while examining the validity of the impugned order.

36. Further, this Court, on various occasions during the course of the present proceedings, directed the respondents to produce the original record pertaining to the allotment in question and to disclose the particulars of the alleged subsequent allotment. The matter was adjourned from time to time to enable the respondents to comply with the said directions. However, despite adequate opportunities, the respondents failed to place the complete record before this Court. The failure of the respondents to produce the original record despite repeated opportunities constrained this Court to draw an adverse inference against them with regard to the plea of subsequent allotment. Consequently, such a plea cannot now be permitted to defeat or dilute the binding effect of the judgment dated 28.10.2021.
37. Another aspect which cannot escape the notice of this Court is the inconsistent stand adopted by the respondents with regard to the very nature of the document dated 12.08.1985. While, on the one hand, the respondents

seek to contend that the document dated 12.08.1985 was merely a Letter of Intent which did not confer any enforceable right upon the original petitioner, on the other hand, the objections filed by the respondents themselves repeatedly refer to the original petitioner as an "allottee" and proceed on the premise that the allotment stood terminated for alleged non-fulfilment of its conditions. Such inconsistent stand taken by the respondents not only detract from the credibility of the impugned decision but also reinforce the conclusion that, instead of faithfully implementing the judgment dated 28.10.2021, the respondents have attempted to justify a decision which already stood quashed by this Court.

38. At this stage, it would also be profitable to reproduce the objections filed by the respondents in the present writ petition, which reads as under:

“V. That it is reiterated that the allottee had not fulfilled the conditions of the allotment letter which has resulted in termination of the allotment in favour of Late Mr. M.K. Saproo (husband of petitioner No. 1 herein) and the same cannot be regularized/given effect to at this stage when the plot in question has been allotted to some other eligible person who has fulfilled the conditions of allotment.

2..... It is submitted that the Late Mr. M.K. Saproo (husband of petitioner No. 1) along with other persons in whose favour offer of allotment was issued was given due notice but in-spite of said notice, he did not turn up and failed to comply with the conditions laid down in the letter of intent within the stipulated period which constrained the answering respondent to allot the said plot in favour of eligible person next in queue and willing to fulfill the allotment conditions. Hence the judgment of the Hon'ble

Court has been complied with in its letter and spirit and as such the instant petition deserves to be dismissed.”

39. A plain reading of the aforesaid pleadings demonstrates that the respondents have adopted inconsistent stands. While, on the one hand, they seek to contend that the document dated 12.08.1985 was merely a Letter of Intent and that no formal allotment had ever come into existence, on the other hand, they have themselves repeatedly described Late Mr. M.K. Sapru as an "allottee" and justified the impugned order on the premise that the allotment stood terminated for non-fulfilment of its conditions. The respondents cannot simultaneously deny the existence of an allotment and defend its alleged cancellation. Such inconsistent pleas not only undermine the credibility of the defence set up by the respondents but also fortify the conclusion that, instead of faithfully implementing the judgment dated 28.10.2021 in its true letter and spirit, the respondents have sought to reopen and justify the very issues which already stood concluded by the said judgment.
40. Underlying the foregoing discussion is the doctrine of finality of judicial decisions, which constitutes one of the fundamental attributes of the administration of justice. Once a competent Court has adjudicated upon an issue and the judgment has attained finality, the parties thereto, including statutory authorities, are bound by the findings recorded therein. An administrative authority cannot assume unto itself the role of an appellate forum over a judgment rendered by a constitutional Court. Any attempt to reopen issues already concluded by a judicial determination would not only

be contrary to settled principles of law but would also erode the majesty of the judicial process.

41. The aforesaid principle has recently been reiterated by this Court in “**Ms. Hajira vs. UT of J&K and others,**” WP(C) No.1338/2024, decided on 25.06.2026, wherein it was held as under:

“33. It is trite that a judicial determination which has attained finality cannot be permitted to be circumvented by adopting an indirect device. Permitting such a course would render the doctrine of finality otiose and would strike at the very root of judicial discipline.”

42. This Court is also unable to persuade itself to accept the submission of the respondents that the impugned order constitutes due compliance with the judgment dated 28.10.2021. The concept of compliance does not envisage a mechanical or cosmetic exercise. Compliance must be real, meaningful and in consonance with both the letter and the spirit of the judgment sought to be implemented. Where an authority, instead of acting within the parameters laid down by the Court, embarks upon a fresh adjudication on matters already concluded, such an exercise cannot be construed as compliance in the eyes of law.

43. Another aspect which deserves notice is that the respondents have rejected the claim of the petitioners by holding the same to be time-barred. This reasoning, in the considered opinion of this Court, is equally misconceived. Once the earlier communication dated 09.04.2009 had been quashed by this Court and the respondents had been directed to reconsider the claim of the petitioners afresh, the respondents could not have defeated the very purpose

of the judgment by reiterating that the claim itself was barred by limitation. Acceptance of such a contention would amount to rendering the judgment dated 28.10.2021 wholly otiose and ineffective, a consequence which is impermissible in law.

44. It is trite that every judicial order must be read as a whole and implemented in its true perspective. A party cannot be permitted to read some part of the judgment in isolation while completely ignoring the object and purpose sought to be achieved thereby. The impugned order, when tested on the touchstone of the directions issued by this Court in the earlier round of litigation, cannot withstand judicial scrutiny.

Conclusion

45. For all that has been discussed hereinabove, this Court has no hesitation in holding that the respondents have clearly travelled beyond the mandate of the judgment dated 28.10.2021. Instead of confining themselves to the limited exercise of reconsidering the petitioners' willingness to deposit the balance amount towards the cost of the plot, they have reopened and re-adjudicated upon issues which had already attained finality and stood concluded by this Court and have virtually exercised the power of an appellate authority over the earlier judgment. The impugned Order No. JKHB-115 of 2022 dated 10.08.2022 is, therefore, legally unsustainable and is liable to be quashed.
46. Viewed thus, and for the reasons elaborated hereinabove, the present writ petition merits acceptance and is, accordingly, allowed. The impugned

order No. JKHB-115 of 2022 dated 10.08.2022, passed by the Managing Director, Jammu and Kashmir Housing Board, is hereby quashed.

47. The respondents are directed to reconsider the claim of the petitioners afresh, strictly in accordance with and in the light of the judgment dated 28.10.2021 passed by this Court in OWP No.1335/2009. While undertaking the said exercise, the respondents shall remain confined to the parameters laid down in the aforesaid judgment and shall refrain from reopening issues which already stand concluded therein. A fresh, reasoned and speaking order shall be passed as expeditiously as possible and, in any case, within a period of four weeks from the date a copy of this judgment alongwith writ petition and the annexures are made available to the respondents.

48. Disposed of along with all connected applications, if any.

(WasimSadiqNargal)
Judge

Jammu:

28.07.2026
SHAMMI/P. SECY

Whether the judgment is speaking : Yes
Whether the judgment is reportable : Yes