

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

Case: WP(C) No. 773/2021

M/s Dev Builders Kishwar,
Through its Managing Partner
Mohd. Aslam Dev, Age 61 years
S/o Ghulam Mohd. Dev
R/o Near Mini Bus Stand Kishtwar
Tehsil & District Kishtwar

..... Petitioner(s)/Appellant(s)

Through :- Mr. A. A. Hamal, Advocate

Vs

1. Union Territory of Jammu and Kashmir
Through Commissioner/Secretary to
Govt. PWD (R&B) Department,
Civil Secretariat, Srinagar/Jammu.
2. Chief Engineer
PWD (R&B) Department, Jammu.
3. Superintending Engineer
PWD (R&B) Circle, Doda.
4. Executive Engineer
PWD (R&B) Division Kishtwar

.....Respondent(s)

Through :- None.

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

JUDGMENT(ORAL)
06.03.2026

1. Through the medium of the instant petition, the petitioner has sought the following reliefs:

“Writ of Mandamus

- i) Commanding the respondents to pay the petitioner the admitted liability of Rs. 32.70 lakhs on account of the work allotted to and

executed by him for the construction of Link Road from Rakna to Hatna via Upper Razna (4.00 KM).

ii) Further directing the respondents to pay interest @ 12% on the aforesaid amount since the amount has been unreasonably withheld by the respondents.”

2. The case of the petitioner is that he was allotted the work for construction of Link Road from Rakna to Hatna via Upper Razna, Palmar Kishtwar (4.00 KM) vide Allotment Order No. DSED/R&B/588-89 dated 18.04.2011 issued by respondent No.3. The petitioner executed and completed the allotted work in the year 2018 to the satisfaction of the executing agency and thereafter raised bills amounting to Rs. 32.70 lacs. The said bills were submitted by respondent No.4 to the Superintending Engineer, PWD (R&B) Circle Doda, respondent No.3, on 23.12.2019.

3. According to the petitioner, respondent No.4, while admitting the liability, submitted the bills to respondent No.3 vide communication dated 06.10.2020, stating therein that the petitioner had completed the work long back and that there was a work done liability of about Rs. 32.70 lacs, and further requested for release of the CDR of the petitioner.

4. The grievance of the petitioner is that despite the lapse of considerable time and representations made by him, the admitted liability has not been released in his favour and the same has been withheld by the respondents without any lawful justification.

5. The respondents have filed their reply/objections on 14.05.2021, wherein it is stated that the claim of the petitioner for payment of Rs. 32.70 lacs is wrong, baseless and concocted. It is contended that no approval for the alleged work done by the petitioner has been given by the competent authority and no technical sanction has been accorded in respect of the project in

question. The respondents reiterated the same stand in their subsequent objections filed on 29.11.2023.

6. During the pendency of the present petition, the petitioner filed an affidavit dated 03.10.2024 in compliance with the order dated 06.09.2024 passed by this Court, furnishing details of the amount payable for the excess work executed by him. Learned counsel for the petitioner submitted that initially the contract was allotted for Rs. 72.43 lacs, which amount has already been released, and the present claim pertains to the work done liability for the excess work executed by the petitioner.

7. In response to the said affidavit, the respondents filed their reply stating that the petitioner has already received payment substantially over and above the sanctioned amount, and therefore no further claim can be entertained in the absence of proper approval, sanction and budgetary provision from the competent authority.

8. It is well settled that a contractor who undertakes a particular work after its due allotment does so on the legitimate belief that the work is being executed after completion of all the legal and codal formalities. The State, while entering into contracts with private individuals, is required to act in a just, fair and reasonable manner, as the contractual obligations of the State coexist with its constitutional obligations.

9. Reverting to the facts of the present case, the uncontroverted position is that the subject work was allotted to the petitioner by virtue of the allotment order dated 18.04.2011. The bills raised by the petitioner were submitted by respondent No.4 to respondent No.3. Significantly, respondent No.4, while admitting the liability, forwarded the bills raised by the petitioner to respondent No.3 vide communication dated 23.12.2019 for release of funds.

The said communication clearly indicates that the respondents have neither denied the execution of work by the petitioner nor the liability to make payment.

10. Having regard to the aforesaid facts and circumstances of the instant case, the present petition is allowed. Respondent No.3 is directed to take steps for release of funds within a period of three weeks from the date copy of this order is served. Upon receipt of the same, the respondent No. 4 shall pay the admitted liability amounting to Rs. 32.70 lacs to the petitioner within a period of three weeks thereafter by applying the ratio of the law laid down by this Court in case titled *M/s Saint Soldier Engineer and Contractor Pvt. Ltd. Vs. U.T. of J&K and Others*, WP(C) No. 2472/2022, decided on 26.09.2025.

11. In case the aforesaid payment is not made within the stipulated period, the petitioner shall be entitled to interest @ 6% per annum on the said amount from the date of filing of the present petition till its realization.

12. With the aforesaid directions, the petition stands disposed of.

(WASIM SADIQ NARGAL)
JUDGE

JAMMU
06.03.2026
Mihul

Whether the order is speaking : Yes/No
Whether the order is reportable : Yes/No