

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

WP(C) No.1967/2024

Chander Bhaga Advertisement Agency, 28-A
Gandhi Nagar, Jammu Through its proprietor
Prince Khajuria, Age 38 years S/o S.P. Khajuria
R/o 28-A Gandhi Nagar, Jammu

....Petitioner(s)

Through :- Mr. Sachin Gupta, Advocate

V/s

1. Union Territory of Jammu & Kashmir
Department of Art, Culture and
Languages through its Principal
Commissioner/Secretary, Civil
Secretariat, Jammu/Srinagar.

2. Divisional Commissioner, Jammu.

3. Academy of Art, Culture and Languages
Through its Secretary, Abhinav Theatre
Complex, Canal Road, Jammu

4. Academy of Art, Culture and Languages,
Sub-Office, Rajouri through its
Assistant Registrar

....Respondent(s)

5. Academy of Art, Culture and Languages
Sub-Office Ramban Through its Assistant
Director.

Through :- Mr. Eishaan Dadhichi, GA

CORAM: HON'BLE MS. JUSTICE MOKSHA KHAJURIA KAZMI, JUDGE

ORDER

11.05.2026

1. By this petition, the petitioner herein is seeking a direction upon the respondents to release the payment of Rs.34,56,492/- in favour of the petitioner, which is due to him on account of the Event organized at Poonch (Rs.25,81,492/-) and for the event organized at Ramban (Rs.8,75,000/-) " along with interest @ 12% per annum with effect from the date the payments are due till same are released.

2. It is submitted that the petitioner-firm is engaged in the advertisement business, electronic and print and is also organizing public as well as private events. According to the petitioner, it was the successful bidder for the rates notified as per the contract for event management on behalf of the Union Territory of Jammu & Kashmir. It is submitted that the work order for supplying items/goods for the event i.e. Cultural and Craft Mela at Poonch, to be organized on 28th and 29th May, 2022 was issued to the petitioner vide communication dated 23.05.2022 issued by respondent No.4. The petitioner successfully completed the contract and supplied the contract items/goods for the event, for which petitioner raised a bill to the tune of Rs.48,31,298/-, out of which respondent No.4 had released Rs.22,49,806/ and the remaining amount of Rs.25,81,492/- is still pending.
3. Similarly, respondent No.5 had issued a work order for supply of tent items for one day on 11-12 May, 2022 in connection with organization of Cultural and Craft Mela at Ramban. The petitioner is stated to have successfully completed the contract and supplied the required items/goods for which the petitioner has raised a bill to the tune of Rs.27,66,517/-, out of which Rs.18,91,188/- stood released and Rs.8,75,000/- is still outstanding. The grievance of the petitioner is that the respondents are not releasing the aforementioned payment despite approaching number of times and requesting for release of the admitted liability, which has been withheld by the respondents without any justifiable reason.

3. *Per contra*, in the objections filed by the respondents, the allotment and execution of the works in question by the petitioner-firm has not been denied. Insofar as the work order for supply of items for the event organized at Poonch, the respondents have acknowledged the receipt of bill to the tune of Rs.48,31,298/-, out of which as per the respondents, Rs.23,25,007/- has already been released in favour of the petitioner, however, remaining amount of Rs.25,06,291/- could not be paid due to budgetary constraints i.e budget allocation for the financial year 2022. With respect to supply of goods/items for the event held at Ramban, it is stated that a bill for an amount of Rs.19,29,784/- was raised by the petitioner, which payment has already been made to the petitioner. Liability to the tune of Rs.8,75,000/- for the Ramban event has been denied by the respondents.
4. Learned counsel for the petitioner has stated that there is an admission by the respondents with regard to the execution of the work allotted to the petitioner. It is argued that the plea of budgetary constraints and lack of funds cannot be raised by the respondents.
5. Learned counsel appearing for the respondents submits that insofar as Poonch event is concerned, Rs.25,06,290/- is outstanding, out of the total bill of Rs.48,31,298/- and same shall be released as soon as funds are received from the higher authorities. However, in respect of Ramban event, nothing is outstanding and the whole bill to the tune of Rs.19,29,784/-, which was submitted by the petitioner, stood paid.
6. Heard learned counsel for the parties and perused the material available on record.

7. The respondents have not denied the allotment and execution of the works by the petitioner. Liability against the Poonch Event to the tune of Rs.25, 06,291/- is also admitted. The only ground on which the claim of the petitioner is resisted, is budgetary constraints. However, with regard to Ramban Event, claim of the petitioner has been denied. It is stated that the bill raised for providing items/goods for that event has already been cleared and there is nothing outstanding.
8. From the above, it becomes evident that there is no dispute with regard to either placing of work orders or their completion to their satisfaction. Liability to the tune of Rs.25, 06,291/-, as against Rs.25,81,492/- as projected in the writ petition, out of the total bill of Rs.48,31,298/-, with respect to the supply of items/goods for the Poonch Event, also stands admitted and the only reason for non-payment is lack of funds, which cannot be justified.
8. Insofar as, Event organized at Ramban is concerned, claim of Rs.8,75,000/- as projected by the petitioner in the writ petition, is denied by the respondents on the ground that the bill raised by the petitioner has already been cleared and there remains nothing to be paid to the petitioner, as such, it is a disputed question, which cannot be determined in these proceedings and the remedies lies somewhere else.
11. As a sequel to the above, this petition is disposed of with a direction to the respondents to release the admitted liability of Rs.25,06,291/-, in respect of Poonch event, in favour of the petitioner within a period of two months from today, failing which the amount shall be payable along with interest @ 6% per annum, from the date of filing of this

petition till its realization. However, with regard to the liability against the Ramban event, which has been denied by the respondent, the petitioner is at liberty to avail the appropriate remedy available under law.

Jammu:
11.05.2026
Vinod.

**(Moksha Khajuria Kazmi,
Judge**

Whether the order is reportable: No

