

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

WP(C) No. 2276/2026

Date of pronouncement: 24.07.2026

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1. **M/s Chandigarh Poultry Centre,
Plot No. 72A, Industrial Area
Phase-I, Panchkula through its
Sole Proprietor Mr. Mulkh Raj**
2. **Mulkh Raj, Aged 84 years,
S/o Lt Sh. Manak Chand,
R/o Plot No. 72A, Industrial Area
Phase-I, Panchkula,
Sole Proprietor
M/s Chandigarh Poultry Centre** Petitioner(s)/Appellant(s)

Through:- Mr. D C Raina, Sr. Advocate with
Mr. Anil Kumar Verma, Advocate

V/s

1. **Union of India, through Secretary,
Ministry of Defence,
Government of India,
South Block, New Delhi - 110001.**
 2. **Director General of Supplies and
Transport
Quartermaster General's
Branch Integrated Headquarters of
MoD (Army)
DHQ PO, New Delhi- 110105**
 3. **GOC-IN-C, Headquarters,
Northern Command,
Udhampur**
 4. **MG ASC, HQ Northern
Command, Udhampur**
 5. **Commandant SD ASC Leh**
 6. **5118 COY ASC Comp
C/o 56 APO**
- Respondent(s)

Through:- Mr. Vishal Sharma, DSGI with
Mr. Karan Sharma, CGSC

CORAM: HON'BLE MR. JUSTICE SANJAY PARIHAR, JUDGE
ORDER

01. Learned counsel appearing for the petitioners submits that the petitioners were awarded a contract by the respondents for the supply of Meat Dressed Frozen (MDF) and Chicken (Broiler) Dressed Frozen (BDF) at Field Supply Depot ASC Leh (Cluster) for the period from 16.05.2026 to 15.11.2026, pursuant to the e-NIT dated 22.12.2025.
02. It is submitted that the petitioners have duly and satisfactorily discharged their contractual obligations. However, by virtue of the impugned recovery notices dated 02.07.2026 and 07.07.2026, the respondents have sought to recover amounts of ₹4,08,533/- and ₹1,68,300/-, respectively, from the petitioners.
03. Aggrieved by the aforesaid recovery notices, the petitioners immediately invoked Clause 10 of the Contract Agreement by preferring an appeal before the competent authority on 09.07.2026, seeking appropriate redressal and clarification.
04. Learned counsel submits that although the impugned recoveries are appealable under Clause 10 of the Contract Agreement, the respondents, despite repeated requests made by the petitioners, have failed to disclose the particulars of the competent appellate authority. Instead, the respondents are proceeding to effect the recoveries, which, if permitted, would render the statutory contractual remedy of appeal illusory and infructuous.
05. Per contra, learned DSGI submitted that the petitioners cannot question the recoveries merely because they have raised a contractual dispute. According to him, the settled position of law permits

contractual recoveries or adjustments notwithstanding the pendency of a dispute between the contracting parties. It is further contended that the writ petition is misconceived, as the petitioners have an efficacious alternative remedy of appeal. However, learned DSGI fairly conceded that the present petition may be disposed of by directing the competent authority to consider and decide the petitioners' appeal expeditiously.

06. Having heard learned counsel for the parties and considered the material on record, this Court finds that there is no dispute that the impugned recovery notices are appealable before the competent authority. The petitioners claim to have already approached the respondents requesting them to intimate the name, designation, office address, e-mail ID, mobile number, and other particulars of the Immediate Superior Commander, who is the designated appellate authority, so as to enable them to effectively pursue the appeal. Once such a request has been made, the respondents are under an obligation to facilitate the exercise of the petitioners' appellate remedy. They cannot frustrate the petitioners' right to a meaningful appeal by withholding the particulars of the appellate authority. Consequently, until the appeal is duly considered and decided, the respondents ought not to insist upon effecting the recoveries on the premise that the petitioners failed to meet the demand quota, compelling the respondents to resort to local purchases at the petitioners' risk and cost.
07. Since the petitioners have already invoked the contractual appellate mechanism, this Court is of the considered opinion that its

interference under Article 226 of the Constitution is not warranted at this stage. The rights and liabilities of the parties shall ultimately be governed by the decision rendered by the appellate authority, against which the petitioners shall be at liberty to avail such remedies as may be permissible in law. The writ petition is, therefore, premature. Learned counsel for the petitioners submits that an appropriate direction to the respondents to facilitate and expedite the appellate process would sufficiently protect the petitioners' interests.

08. In view of the foregoing, the writ petition is disposed of with a direction to respondent No. 2 to communicate to the petitioners, within one week, the name, designation, office address, e-mail ID and other relevant particulars of the Immediate Superior Commander, who is the competent appellate authority under the Contract Agreement, thereby enabling the petitioners to effectively pursue their appeal in accordance with law. The appellate authority shall ensure that their appeal is dealt with expeditiously.

(Sanjay Parihar)
Judge

JAMMU
24.07.2026
Manik

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