

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

CCP(S) No. 435/2019

Iftikhar Ahmad Kanth

.....Petitioner(s)

Through: Mr. Piyush Sharma, Advocate vice
Mr. R Koul, Advocate

Vs

Sanjeev Chadda & Anr

..... Respondent(s)

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

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

ORDER
(07.07.2026)

- 01.** The instant contempt petition arises out of the order dated 23.04.2019 passed by the learned Writ Court in OWP No. 63/2019 by virtue of which the writ petition preferred by the petitioner was disposed of at the threshold, without issuing notice to the respondents or providing an opportunity of hearing to the respondents. While disposing of the writ petition, the respondents were directed to determine the entitlement of the petitioner and consider for payment, an amount which was admittedly payable to the petitioner and the needful was to be done within a period of six weeks from the date a copy of order was made available to the respondents.
- 02.** During the pendency of the present contempt petition, the respondents have filed various statements of facts from time to time along with requisite affidavits. Although the latest affidavit, stated to have been filed on 17.02.2026 on behalf of the Executive Engineer, Jal Shakti Hydraulic

Division, Kishtwar, is neither reflected on record nor the same has been scanned but copy of the same has been furnished to this Court which has been taken on record.

- 03.** From a bare perusal of the affidavit filed by the Executive Engineer, Jal Shakti Hydraulic Division, Kishtwar reveals that the respondents have taken a specific stand that they have complied with the direction passed by this Court as the payment in respect of the work admittedly allotted to the petitioner has already been released in the favour of the petitioner. In addition, the respondents have also specifically pleaded that the petitioner has failed to produce any document in support of his claim for the extra work and as per the record available in the Divisional Office, no record regarding extension of the contract or any correspondence in this regard regarding extra work has been found. The respondents have also relied upon in an agreement dated July 2014, a perusal whereof reveals that the contractor has signed an agreement vide No. HDK/62/OW dated July, 2014 amounting to Rs. 12.05 lacs and HDK/403/OW dated September 2017 amounting to Rs.8.31 lacs with the department to execute the work as per the scope of the work/allotted rates and upto allotted amount and therefore, in the light of the aforesaid agreement, the respondents have submitted that the question of extra payment to the contractor does not arise.
- 04.** Thus, in the light of the stand taken by the respondents, this Court is of the view that insofar the judgment passed by the learned Writ Court is concerned, the same stands complied with as the respondents were under an obligation to determine the entitlement of the petitioner and thereafter were directed to consider the issue of payment, which issue has already

been redressed as the respondents have admitted that the payment for the allotted work has already been released in favour of the petitioner. Insofar as the issue for releasing of extra payment for the work allotted beyond the scope of the agreement is concerned, the same was not the subject matter of the order passed by the Writ Court.

05. In view of the aforesaid backdrop, this Court is satisfied that the order dated 23.04.2019 passed by the learned Writ Court has been duly complied with, as such, no fruitful purpose would be served to keep this instant petition alive. Accordingly, the contempt proceedings are closed. Rule, if any, shall stand discharged. However, dismissal of the contempt petition shall not come in the way of the petitioner to agitate his cause afresh, for seeking payment in respect of extra work stated to have been executed beyond the scope of the contractual agreements, if so advised.

JAMMU
07.07.2026
Vijay

(WASIM SADIQ NARGAL)
JUDGE