

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

Reserved on 20.05.2026
Pronounced on. 03.06.2026
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**RP No. 79/2024
CM No. 6700/2024**

Jindal Photo Ltd.

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

Through: Mr. P. N. Goja, Sr. Adv. with
Mr. Abhinav Jamwal, Adv.

Vs

U. T. of J&K and others

..... Respondent(s)

Through: Mr. Raman Sharma, (AAG) Sr. Adv. with
Ms. Saliqa Sheikh, Adv.

Coram: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

JUDGMENT

1. Through the medium of present order, application bearing CM No. 6700/2024 filed by the petitioner, seeking condonation of 907 days' delay in filing the review petition as also the review petition filed in respect of order dated 19.04.2022 passed in OWP No. 1057/2013, are proposed to be disposed of.
2. Heard and considered.
3. It appears that the petitioner had filed a writ petition bearing OWP No. 1057/2013 before this Court seeking a direction upon the respondents for release of outstanding payment on account of supply of Radiology items along with interest at the rate of 18% per annum. In the writ petition, it was alleged by the petitioner that pursuant to supply orders issued by the

respondents, the petitioner made supplies of various items to the respondents from its factory at Samba on door delivery basis. However, amount on account of cost of the supplied items was not released by the respondents in favour of the petitioner despite repeated requests. According to the petitioner, respondent No. 5 vide inter-departmental communication dated 27.09.2011 admitted its liability towards the petitioner to the tune of ₹30.32 lacs.

4. The writ petition was contested by the respondents by filing its reply. In the reply the respondents did not specifically deny the entitlement of the petitioner to the outstanding amount and in fact, an affidavit came to be filed by the respondents in which authenticity of communication dated 27.09.2011, (Annexure-K to the writ petition), was confirmed in terms of communication dated 21.10.2021 issued by Medical Superintendent, Government Bone and Joint Hospital, Barzulla, Srinagar.
5. The learned Writ Court vide its order 19.04.2022, allowed the writ petition and directed the respondents to release the admitted liability in terms of Annexure-K amounting to ₹30.32 lacs in favour of the petitioner provided the said amount has not been released in favour of the petitioner. The Writ Court further directed that the admitted liability along with interest at the rate of 6% be released within a period of six weeks from the date a certified copy of the order is made available to them by the petitioner. It was also provided that in case, the respondents fail to release the said amount within the aforesaid period, the petitioner shall be held entitled to further interest at the rate of 12% on the actual amount of liability.

6. It seems that when the respondents did not release the amount in favour of the petitioner in terms of order of the learned Writ Court passed on 19.04.2022, the petitioner filed a contempt petition, which was registered as CCP(S) No. 297/2023. During the pendency of the contempt petition, the respondents released an amount of ₹30.32 lacs along with interest at the rate of 12% per annum on the aforesaid amount, which came to ₹3,63,840/-. Thus, total amount of ₹34,06,302/- was released by the respondents in favour of the petitioner. In terms of order dated 25.09.2024 passed by the Contempt Court, the contempt proceedings were closed giving liberty to the petitioner to seek appropriate remedy under law, as the petitioner had contended before the Contempt Court that whole of the interest amount has not been released by the respondents in his favour.
7. It is in the above circumstances that the petitioner has filed the present review petition seeking clarification of order dated 19.04.2022 passed by the learned Writ Court. Along with the review petition, the petitioner has also moved an application seeking condonation of delay of 904 days in filing the review petition. The condonation of delay in filing the review petition has been sought on the ground that the petitioner was pursuing the contempt proceedings, which were filed on 10.10.2023 and were disposed of on 25.09.2024, whereafter, the present review petition came to be filed by the petitioner on 19.11.2024. It has been submitted by the learned counsel for the petitioner that it is only when the respondents released the amount in favour of the petitioner during the contempt proceedings and when the Contempt Court refused to go into the issue as to from which date the respondents were obliged to pay interest on the admitted amount that the petitioner had to file

the accompanying review petition. On this ground, condonation of delay that has occasioned in filing the accompanying review petition is being sought.

8. The aforesaid reasons assigned by the petitioner, for not filing the review petition within the prescribed time of limitation, are clearly borne out from the record of contempt petition. Having regard to the fact that the petitioner was pursuing the contempt petition under a *bona fide* impression that the ambiguity in the order of the writ court would be clarified in the contempt proceedings, therefore, the reason assigned forms a sufficient cause for preventing the petitioner from filing the review petition within the stipulated period of limitation. Accordingly, the delay in filing the review petition is condoned.

9. That takes us to the merits of the review petition. It has been contended by the petitioner that there has been an inadvertent mistake on the part of the learned Writ Court in not mentioning the date from which the petitioner has been held entitled to interest on the admitted liability and having regard to the tone and tenor of the operative portion of the order passed by the learned Writ Court, it can safely be inferred that the petitioner is entitled to interest on the admitted liability from the date the said amount had become due to the petitioner.

10. Mr. Raman Sharma, learned AAG appearing on behalf of the respondents has submitted that it is clear from the order of the learned Writ Court passed on 19.04.2022, which is sought to be reviewed, that the interest was made payable from the date of said order and because the respondents failed to release the amount of admitted liability in favour of the petitioner within the period as depicted in the said order, as such, the respondents have paid

interest on the admitted liability at the rate of 12% from the date of passing of the order. Thus, no further amount is payable by the respondents to the petitioner.

11. In order to understand the controversy involved in the case, it would be apt to notice the operative portion of order dated 19.04.2022, which is sought to be reviewed. It reads as under:

“6. As the respondents are admitting their responsibility, therefore, instead of keeping it as pending consideration, I propose to dispose of this writ petition and as such the same is, disposed of, with a direction to the respondents to release the admitted liability in terms of Annexure-K i.e., a communication dated 27.09.2021 amounting to Rs. 30.32 lakhs, provided the said balance amount has not already been released. Let the respondents release the admitted liability along with @6% within a period of six weeks from the date a certified copy of this order is made available to them by the petitioner. In case, the respondents fail to release the said amount within the aforesaid period, the petitioner shall be held entitled further interest @12% on the actual amount of liability.”

12. From a perusal of the aforesaid order, it is clear that the same is silent as regards the date from which the petitioner has been held entitled to interest on the admitted amount. However, from a close analysis of the order sought to be reviewed, particularly the sentence relating to payment of interest, it appears that the petitioner has been held entitled to interest on the admitted liability at the rate of 6%, if the amount is paid within six weeks of service of said order upon the respondents and at the rate of 12%, if the respondents fail to release the said amount within the period of six weeks.
13. The phrase “let the respondents release the admitted liability along with interest @ 6% within a period of six weeks from the date a certified copy of the order is made available to them by the petitioner” would mean that the time of compliance is fixed as six weeks. However, the said phrase does not

expressly specify, the date from which the interest is to run. In such a situation, the judgment has to be construed reasonably and harmoniously. In order to clear the ambiguity regarding date from which the interest on outstanding liability is to be payable, the Court will have to look to the pleadings, relief claim, nature of liability and context of the judgment.

14. If we have a look at the relief claimed in the writ petition, it is clear that the petitioner has sought release of admitted liability along with interest at the rate of 18% per annum. The transaction between the petitioner and the respondents is commercial in nature, inasmuch as, the petitioner, who is operating the business of supply of radiology and allied items, has supplied these implements/items to the respondents. So, it is not a case of advancement of a friendly loan but it is a case of pure and simple commercial transaction between the parties. Therefore, it has to be inferred that the petitioner is entitled to interest on outstanding liability. In the absence of date of commencement of interest in the judgment under review, the petitioner is, at least, entitled to interest on the said amount from the date of filing of the writ petition, otherwise, the award of interest on admitted liability at the rate of 6%/12% by the Writ court would lose its significance. If the learned Writ Court intended to decline *pendente lite* interest to the petitioner, then it would have been specifically mentioned in the judgment by providing that if the respondents fail to clear the liability within a particular period only then the petitioner would be entitled to interest. However, in the instant case, the learned Writ Court has specifically stated that the respondents shall release the admitted liability along with interest at the rate of 6%. This clearly indicates that the petitioner has been held entitled to

pendente lite interest at the rate of 6% per annum and he has also been held entitled to future interest at the rate of 12% per annum for the period beyond six weeks from the date copy of the judgement is received by the respondents up to the date of realisation of full amount.

15. For all what has been said, analysed and discussed hereinabove, present review petition filed by the petitioner is allowed and order dated 19.04.2022 passed in OWP No. 1057/2013 is clarified by providing that the petitioner shall be entitled to interest on the amount of ₹30.32 lacs from the date of filing of the writ petition at rate of 6% per annum up to six weeks from the date a certified copy of the judgment was made available by the petitioner to the respondents and beyond this date, the petitioner shall be entitled to interest at the rate of 12% per annum on the aforesaid amount of ₹30.32 lacs till the date of payment by the respondents.
16. The petition stands disposed of.

(SANJAY DHAR)
JUDGE

Jammu
03.06.2026
Rakesh PS

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