

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

WP(C) No. 3061/2023
CM No. 7381/2023

Reserved on: 10.02.2026
Pronounced on: 25.02.2026
Uploaded on: 26.02.2026

Whether the operative part or full
judgment is pronounced: Full

**Mohd Ashraf, age 52 years S/o Nasrullah Malik,
R/o Bharat, Tehsil & District Doda.**

.....Petitioner(s)

Through: Mr. M A Bhat, Advocate

Vs

- 1. UT of J&K through its Commissioner Secretary, Public Works(R&B) Department, Civil Secretariat, Jammu.**
- 2. The Chief Engineer, PMGSY (JKRRDA) JKPCC building, 4th Floor, Panama Chowk, Jammu.**
- 3. District Development Commissioner, Doda.**
- 4. Superintendent Engineer, PMGSY Circle, Batote**
- 5. Executive Engineer, PMGSY Division Doda.**

..... Respondent(s)

Through: Mr. Raman Sharma, AAG vice
Mr. Ravinder Gupta, AAG

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

JUDGMENT

- 01.** The present petition has been filed by the petitioner seeking writ of Mandamus to command the respondents to forthwith release the admitted balance payment of ₹12.60,800/- along with interest at the bank lending rates from the date the payment became due till the same is actually paid, in favour of the petitioner on account of the execution of restoration works for various PMGSY roads in Sub-Division Assar and Division Doda, which were washed away by unprecedented flash floods in September 2014 and February-March 2016. The restoration work was carried out under the Disaster Management Programme and the payment was to be made from SDRF.

SUBMISSIONS ON BEHALF OF THE PETITIONER

02. The petitioner, who was requested by respondents 3, 4 and 5, being a registered A-class contractor to undertake the restoration works of 13 PMGSY roads, the details of which find mention in para 2 of the writ petition i.e *Ludna to Gundana Road Km 3rd 2014, Doda to Malwana Jagir Km 1st to 8 2014, Chakri to Kalihand Road 2014, Dhar to Dashnan Road 20 2014, Khilot to Shira road 2014, Malwana Jagir to Abli Masri Road 2014, Doda Bharat to Al Road Km 2nd to Km 4th 2024, Bhabore to Jijote Road 2014, Beoli to Koti road 2014, Dongroo to Gadether Road 2014, Jodhpur to Parsulla Road 2014 and Dali-Kulhand Road Km 1st to 8th 2014* in Division Doda. It is specific case of the petitioner that the petitioner successfully completed all the works to the entire satisfaction of the respondents and the necessary measurements were also taken on-site by the concerned field staff and the final bills were also submitted by the petitioner for payment. The petitioner has also placed on record the requisite documents, estimate, measurement and the final bills with a view to advance his case by way of an Annexure-I with the instant writ petition.
03. The further fact of the matter is that in the year 2016, during the months of February and March, unusual and heavy rains caused havoc, damaging the roads throughout the erstwhile State of J&K, particularly in District Doda. Accordingly, the services of the petitioner were once again requisitioned by the respondents to undertake the restoration works of at least nine roads, such as *Bhargran to Behota Road in 2016, Bhargran to Rote 2016, Bhargran to Behota in 2016, Bhargran to Rote Road 2016, Chakri to*

Kalihand road 2016, Bhargran to Rote Road 2016 and three more roads, bills of which have already been submitted before the concerned authority. At this stage also, the concerned engineering staff, according to the petitioner, conducted the necessary measurements and prepared the estimate and based on the work completed, the petitioner submitted the requisite bills to the respondents for payment. The further case of the petitioner is that the petitioner executed 22 works with the respondent-department for the work costs to the tune of ₹14,20,800/- for all these works. As per the petitioner, only a meager amount of ₹1,60,000/- was released in favour of the petitioner way back on 01.12.2015, while the balance amount of ₹12,60,800/- till date has not been paid by the respondents despite the petitioner's repeated requests for such payment.

04. Learned counsel for the petitioner submits that the requisite balance payment was supposed to be made by the respondent under the State Disaster Relief Fund i.e SDRF and since sufficient funds are available with the respondents, there is no justifiable reason for the respondents not to make the payment to the petitioner for the work which the petitioner has executed well in time. Since the balance payment was not released, the petitioner was constrained to file various representations from time to time for the release of aforesaid amount in spite of the fact that the respondents have admitted the liability towards the petitioner which can be substantiated from a bare perusal of a communication issued by the concerned Executive Engineer, PMGSY Division Doda in pursuance of the communication filed by the petitioner way back on 10.02.2022.

05. From a bare perusal of the aforesaid communication, it is apparently clear that the respondents have admitted the liability for 22 works to the tune of ₹12,60,800/- and accordingly a request has been made by the concerned Executive Engineer to the District Development Commissioner, Doda to release the work done claim of the contractor-petitioner as the petitioner was pushing hard for the same. Thus, according to Mr. Bhat, once the respondents have admitted the claim of the petitioner way back in the year 2022, there is no justifiable cause for not making the said payment in favour of the petitioner when the work has been executed by the petitioner for the aforesaid 22 works which has been acknowledged and the part payment has already been released.
06. At this stage Mr. Bhat submits that the issue which has been projected in the instant petition is covered by the judgment passed by this Court in WP(C) No. 2472/2022 titled *M/s Saint Soldier Engineer and contractor Pvt. Ltd vs UT of J&K & Ors, decided on 26.09.2025* and also various other judgments passed by the Coordinate Bench of this Court, wherein it has been made clear that “post facto” the respondents cannot raise any objection for the release of the amount for the work which has already been executed and also for the work where the respondents have admitted the said liability.

SUBMISSIONS ON BEHALF OF THE RESPONDENTS

07. *Per Contra*, the reply stands filed on behalf of the respondents 1,2 4 & 5 in which the respondents have taken a specific stand that since there is delay

by the petitioner in approaching this Court, thus the claim being time barred is liable to be rejected by placing reliance upon the judgments referred in the reply affidavit. The respondents have also taken a stand that the petitioner ought to have filed the petition within a period of three years to be reckoned from the date the work in question was completed in terms of Article 56 of the Schedule appended with the J&K Limitation Act of 1995 which Act at the relevant point of time was in vogue.

08. The respondents have pleaded that although the law of limitation is not strictly applicable to the case in hand, yet in reliance upon the aforesaid provisions, it has been prayed that since the remedy under Article 226 of the Constitution is a discretionary remedy, the Court should have refused to entertain the instant claim which is not brought within the reasonable period and thus the writ petition which is not maintainable is liable to be dismissed. The respondents, however, while filing reply affidavit have not denied the execution of work, measurement, certification or else the admitted liability towards the petitioner but have taken the solitary ground of the claim being time barred.

LEGAL ANALYSIS.

09. Heard learned counsel for the parties at length and perused the record.
10. The petitioner completed the restoration works in 2016 and submitted claims for payment. The respondents released the part payment of works but despite an admitted balance amount of ₹12,60,800/-, the same was withheld without justification even after the final bills were settled and repeated representations were made in this regard.

11. Upon consideration, it is evident that the petitioner satisfactorily executed the contractual work as per the revised specifications sanctioned by the respondents. The liability has been acknowledged by the respondents from time to time which can be authenticated from bare perusal of the official record and final bills. The respondents' counsel however, has argued that the claim of the petitioner is time-barred which as per record is not tenable and cannot be justified.
12. The legal position regarding the payment of dues for contractual work executed is well-settled by the Hon'ble Supreme Court in several authoritative pronouncements. These judgments collectively underscore the imperative that ***“contractual payments must not be unduly delayed or withheld by the State without valid reasons.”***
13. As held by the Hon'ble Supreme Court in ***“Ramakrishna Construction Co. v. Union of India”***, (2010) 3 SCC 579, it is a settled proposition that once work has been executed and the liability is admitted, the State cannot arbitrarily withhold payment.
14. Similarly, in ***“Surya Constructions v. State of U.P.”***, (1986) 3 SCC 247, the Hon'ble Supreme Court observed that “Courts can exercise writ jurisdiction under Article 226 of the Constitution in cases where admitted contractual dues are withheld without justification.”
15. In view of the above, this Court holds that where the delay in releasing payments is attributable to the State, and there is no legal impediment or contractual dispute, the Government must explain the cause of such delay. Each day's delay in the release of payment must be justified. In the absence

of such justification, the Government shall be liable to pay interest for the delayed period to the affected contractor/petitioner. Further, the Government shall also be liable to compensate the petitioner for the financial loss and distress caused due to such delay. The principle of fairness demands that the State cannot have a 'win-win' situation, where it delays payment for years and still discharges only the principal amount, without any consequence or accountability. The State can't retain benefits of executed work without corresponding payments.

16. In the similar facts and circumstances, this view finds support from the judgment passed by this Court in case titled **"M/s Saint Solider Engineer and Contractor Pvt Ltd vs Union Territory of J&K & Ors"**, decided on **26.09.2025**, wherein it has been held as under:

"20. It is well settled that execution of work gives rise to a corresponding obligation upon the State to honour its financial commitments. Any administrative approval or availability of funds is a matter to be ensured by the department prior to the allotment of work. After the execution of the contract, no "post facto" objection can be raised to deny or delay payment.

21. This Court is constrained to observe that in numerous cases involving government contracts, despite completion of work in accordance with the terms and conditions of the contract, the payments due to contractors are not released in a timely manner. The delay is often attributed to administrative reasons, such as the need for administrative approval or the alleged paucity of funds or the funds being diverted to other projects to frustrate the claim of the contractors. In the present case as well, despite admitted liability and due completion of work by the petitioner well in time the payment has been unjustifiably withheld for a considerable period of time."

In the aforesaid judgment, this court has also issued various directions to ensure the effective enforcement of contractual payments and to uphold the principles of fairness and accountability. For ready reference, the same are reproduced as under:

"A. Obligation to Pay Post Completion: Once the work has been executed

strictly in accordance with the terms and conditions set out in the tender and the agreement, the respondents shall be under a clear statutory and contractual obligation to release the due payment without any undue or arbitrary delay.

- B. Rejection of Post-facto Administrative Objections:** *After the execution of work, the respondents shall not be permitted to raise objections pertaining to administrative approvals, sanction of funds, or diversion of funds as grounds to withhold or delay payment.*
- C. Payment of Interest on Delayed Amounts:** *In cases, where the delay in payment is not attributable to the contractors, the respondents shall be liable to pay interest on the outstanding amount at the prevailing rates in nationalized banks, calculated from the date the payment fell due until the actual date of payment.*
- D. Personal Accountability for Malafide Conduct:** *Where delay or withholding of payment arises from negligence, omission, or mala fide conduct on the part of any officer or official, the accrued interest shall be recovered from the salary or emoluments of such officer, thereby fixing personal accountability and deterring arbitrary exercise of power.*
- E. Constitutional and Welfare Considerations:** *A welfare State cannot legitimately plead “paucity of funds” when payments for works already executed and utilized are withheld. The principle of economic justice obliges the State to ensure that contractors, having fulfilled their part of the bargain, are not subjected to financial distress on account of arbitrary or habitual withholding of dues. In cases of habitual or willful withholding, apart from interest, the Court may impose exemplary costs against the erring department, to be deposited with the State Legal Services Authority for utilisation towards public welfare purposes.”*

17. Reliance has also been placed on the judgment passed by this Court in WP(C) No. 2513/2022 titled “***M/s Tech Build & Associate vs UT of J&K & Ors***”, decided on 09.05.2025, wherein it has been held as under:.

“The execution of works stands admitted by the respondents, and the relevant details have also been provided by them. The respondents cannot avoid their liability to pay by taking refuge in the absence of technical sanction and administrative approval, especially when the responsibility for obtaining such approvals rested solely with them. Despite this, the respondents are denying the claim on the ground of lack of administrative approval. This plea is not available to them, as it was within their domain to ensure the requisite approvals were obtained. They cannot now raise this plea at this stage to defeat the legitimate claim of the petitioner.

18. This Court is of the considered view that the duty of the State to pay for work executed and enjoyed is a constitutional obligation flowing from Article 14, and delay in seeking enforcement of such right cannot absolve the State from its responsibility. Article 14 of the Constitution of India

guarantees equality before the law and equal protection of laws. The jurisprudence under Article 14 has evolved far beyond formal equality, it now encompasses the principle that State action, whether legislative, executive, or contractual, must not be arbitrary, unreasonable, or unfair. The Government, when entering into contracts or dealing with contractors, does not shed its constitutional obligations. Unlike a private party, the State is bound to act as a model litigant. Once the liability is admitted such as when work is duly executed, measured, and certified the withholding of the payment without justification amounts to arbitrary action and thus falls foul of Article 14.

19. What clearly emerges from the record is that the liability is admitted by the respondents themselves. Once liability is admitted, the only surviving issue relates to the delay in release of payment which in the opinion of this Court warrants inquiry so as to fix the responsibility upon the officers concerned. If contractors are repeatedly compelled to approach the Court for the release of legitimate dues, the fault lies with the respondents and not the petitioner.
20. This Court notes with concern that such instances of withholding admitted dues are recurring reflecting systemic inaction. The writ court cannot turn a blind eye to such grievances on hyper-technical pleas of limitation, when non-payment of the admitted liability being acknowledged by the respondents from time to time is a recurring cause till the actual amount is released.
21. Further this Court is of the view that once work has been executed by the

contractor in conformity with the terms and conditions of the contract agreement, the concerned department is under a legal obligation to release the payment without undue delay. The straight jacket formula of claim being time barred on hyper technical grounds cannot be imported or applied in the present matter.

22. The only ground which has been projected by the learned counsel for the respondents is that it is a time barred claim and the writ petition is required to be dismissed on this solitary ground. The respondents have not denied *viz-a-viz* the specific averments of the petitioner that the respondents have admitted the liability of the petitioner to the tune of ₹12,60,800 /- and having not denied the said averments, it can safely be concluded that the respondents have admitted the claim of the petitioner. After having admitted the claim of the petitioner, it does not lie in the mouth of the respondents to agitate that the present claim is time barred when in fact the petitioner has approached well in time before the respondents for the release of the payment and have also filed various representations from time to time. No objection of claim being time barred was ever raised by the respondents and now, the respondents are precluded to take this objection by way of a preliminary objection at the time of filing of the reply. Thus, the stand taken by the respondents is factually incorrect, legally untenable and liable to be rejected.
23. With regard to the said issue of the petition being time barred, this Court in *“Saint Soldier Enginner and Contractor Pvt Ltd”* (supra), had also observed as under:-

“13.....Once liability is admitted and the State continues to enjoy the fruits of the work executed by the petitioner, it cannot be permitted to turn around and deny payment on the plea of limitation.

14. The liability in the present case is in the nature of a recurring liability. The work has been executed, utilized, and the benefits continue to accrue to the respondents. In such cases, the cause of action is a continuing one, and every day of non-payment constitutes a fresh infraction of the petitioner's rights. Therefore, the bar of limitation cannot be rigidly applied to defeat such claims.

15. It is equally well settled that the power under Article 226 of the Constitution is discretionary in nature. While it is true that ordinarily claims which are stale, delayed, or barred may not be entertained, the Court retains discretion to intervene where arbitrariness, admitted liability, or unjust enrichment of the State is writ large”.

CONCLUSION

24. In the light of the what has been discussed above and also in the light of the law laid down by this Court, the instant writ petition is ***allowed*** and the respondents are directed to release the admitted liability in favour of the petitioner, which is by way of balance amount to the tune of ₹12,60,800 /- within a period of four weeks from the date, a copy of this order as well as copy of the instant writ petition along with the annexures are made available to the said respondents, failing which the petitioner will be entitled for the interest @6% from the date the said amount was due and not paid by the respondents.

25. The instant writ petition is, accordingly, ***disposed of*** along with connected application(s).

(WASIM SADIQ NARGAL)
JUDGE

JAMMU
25.02.2026
Vijay

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