

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR

WP(C) No. 451/2026

CM No. 1194/2026

M/S. Sheikh Sons Infrastructure Private Ltd.

...Petitioner(s)/appellant(s)

Through: **MR. MOHAMMAD YAWAR HUSSAIN, ADVOCATE**

Vs.

UT of JK and Ors.

...Respondent(s)

Through: **MR. ILIYAS NAZIR LAWAY, GOVERNMENT ADVOCATE**

CORAM:

HON'BLE MR JUSTICE MOHD YOUSUF WANI, JUDGE

O R D E R

11.03.2026

01. Heard learned counsel for the petitioner in respect of the matter.

02. The case of the petitioner in nutshell is that pursuant to a full-dress process of tendering against NIT No. 09/e-Tendering/DG/Anantnag-Kulgam of 2022 dated 01.10.2022, participated by him as an eligible person, he was declared as the successful bidder for the subject work i.e. balance part of Block D,E,F,J,K, 3B and 4B for 2 BHK Type flats at Additional Transit Accommodation at Vessu, Qazigund and was accordingly allotted the contract by letter of allotment under No. GM/C/605-610 dated 03.02.2023 issued by the respondent no. 6 i.e., General Manager, (Central), JKPCC, Srinagar. That subsequently a contract dated 8th December, 2023 also came to be executed between him and the respondent no. 7 i.e., Dy. General Manager, JKPCC, Anantnag, Kulgam. That after

allotment of the contract to him, he mobilized his men/machinery and started the execution of work in full swing. That admittedly the stipulation for completion of work as per terms and condition was 215 days. That while he was continuously executing and undertaking the construction work so as to take the same to the logical end, the Security Forces deployed on Shri Amarnathji Yatra (SANJY), occupied the said construction area from June to October every year thereby **unabling** him to proceed with the work almost for a period of five months in a year. That thereafter the labourers could not be made available for work at the site during harsh winters. That on account of his inevitable inability to complete the work due to aforesaid reasons, he represented before the respondent no. 6, who in turn issued communication dated 25.03.2024, whereby additional time of 19 months was granted to him to complete the work. That despite extension granted by the respondent no. 6, he could not again complete the work on account of the repetition of the aforesaid reasons. That thereafter the tendering department issued various letters which were responded by him through his representation dated 13.01.2026 pleading the same situation. That thereafter vide communication dated 21.02.2026 addressed by the respondent no. 2, Chief Engineer, PW (R&B) Department, South Kashmir, Anantnag, to the respondent no. 3 i.e., Superintending Engineer, PW (R&B) Department, Circle, his contract came to be terminated. That after the termination of his contract, the respondents through respondent no. 4 issued fresh tender notice NIT No. 113/2025-26/RnB/Kul/e-

tendering/10187-87 dated 23.02.2026 regarding the balance part of the subject work. That the respondents issued fresh tenders in respect of the balance work without considering his genuine grievance already conveyed through formal representations, thereby violating the principles of natural justice.

03. The petitioner has accordingly prayed for setting-aside the impugned tender notice NIT No. 113/2025-26/RnB/Kul/e-tendering/10187-87 dated 23.02.2026.

04. *Per contra*, it was submitted by Mr. Ilyas Nazir Laway, learned Government Advocate, appearing for the respondents that the petition deserves outright rejection as being without any merit. He submitted that the petitioner has failed to execute the work within the stipulated period whereafter the respondent, while taking lenient view, extended the period by 19 months for completion of the work, but the petitioner again failed to complete the work. He submitted that since time is of the essence in the completion of some important projects, as such, upon the repeated failure of the petitioner to complete execution of allotted work, his contract was terminated and a fresh tender impugned in the present petition was issued. He submitted that the petitioner has violated the terms and conditions of the NIT, pursuant to which, he was allotted the contract work and, as such, he has no justification under law to seek further extension of time when his contract stands already terminated. He submitted that the respondents were constrained on account of

poor performance of the petitioner to re-tender execution of the balance work in the public interest.

05. In the facts and circumstances of the case and without touching its merits, this Court is of the opinion that it may meet the ends of justice in case the respondents are asked to consider the case of the petitioner as projected through the medium of the instant petition by treating the same as representation within a period of seven days from the date a digital printout copy of this Order along with copy of writ petition and enclosed Annexures is furnished to respondent No. 4 by the petitioner, with liberty to proceed on the fresh tender process issued vide NIT No. 113/2025-26/RnB/Kul/e-tendering/10187-87 dated 23.02.2026 subject to the outcome of such consideration as directed. The petitioner shall, however, be free to participate in the fresh tender process provided there is no legal impediment in his participation.

06. **Disposed of** along with connected CM(s) in the aforesaid terms.

(MOHD YOUSUF WANI)
JUDGE

SRINAGAR
11.03.2026
"Shamim Dar"