

**IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

WP(C) 2391/2026 CM(6498/2026)

M/S CHANDIGARH POULTRY CENTRE
AND ANOTHER(SENIOR CITIZEN)

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

Through: Mr. D.C. Raina, Sr. Advocate with
Mr. Anil Kumar Verma, Advocate (th. virtual mode)
Mr. Sajad Ashraf, Advocate
Vs.

UNION OF INDIA AND OTHERS
(MINISTRY OF DEFENCE)

...Respondent(s).

Through: Mr. T.M. Shamsi, DSGI with
Mr. Faizan Ganai, CGC

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

ORDER
22.09.2026

1. The petitioners through the medium of the present writ petition filed under

Article 226 of the Constitution of India, has sought the following reliefs:

- i. *Allow this writ petition of the petitioners.*
- ii. *Issue writ in the nature of CERTIORARI questing the Impugned Recovery notices, detailed and described in respect of various station of CLUSTER KHANABAL particulars ANNEXURE-I, mentioned in the memo of petition, from the bills of the Petitioners.*
- iii. *Issue wit in the nature of CERTIORARI quashing the impugned Recovery notices, detailed and described in respect of various station of CLUSTER BANDIPUR more particularly ANNEXURE-II mentioned in the memo of petition, from the bills of the Petitioners.*
- iv. *Issue writ in the nature of PROHIBITION, restraining the respondents from affecting any recovery from the bills of the petitioners qua CLUSTER KHANABAL & CLUSTER BANDIPUR without waiting for the final outcome of an appeal preferred under Clause (10) of the Contract Agreement, which is an attack to the basic fundamental right of Principle of Natural Justice qua the petitioners.*

- v. *Further MANDAMUS commanding the respondents to strictly adhere to the terms and conditions of the Contract Agreement more particularly, as indicated in the Memo of the Writ Petition.*
- vi. *Further MANDAMUS commanding the respondents to release the due amounts against each stations as per the supply made and demanded by the petitioner herein.*
- vii. *Any other Writ, Command, order or direction in the given facts and circumstances of the case and this Hon'ble Court may deem just and proper may also be passed in favour of the petitioners.*

2. It is stated that an E-NIT came to be issued by the respondents on 22.12.2025 regarding supply of Meat Dressed Frozen (MDF) and Chicken Dressed Frozen (CDF) at Field Supply Depot ASC Leh (Cluster). Pursuant thereto, the contract for Leh (Cluster) came to be awarded in favour of the petitioners on 26.02.2026.
3. The petitioners, on 25.05.2026, approached the respondents seeking clarification with regard to Clause 10 of the Contract Agreement by way of a representation. It is the case of the petitioners that, despite the contract having been duly carried out by them during July-August, 2026, in accordance with the demands of the respondents, recovery notices came to be issued in respect of Cluster Khanabal and Cluster Bandipur.
4. It is further borne out from the record that the petitioners, after considering the relevant provisions of Clause 10 of the Contract Agreement, sought clarification before the competent authority vide communication dated 13.07.2026. According to the petitioners, the clarification sought vide communication dated 13.07.2026 was in continuation of and substantially the same as the clarification earlier sought from the respondents vide communication dated 25.05.2026.

5. Thereafter, the respondents issued recovery notices dated 24.07.2026 in respect of Cluster Khanabal and Cluster Bandipur. The said action came to be challenged by the petitioners before this Court in WP(C) No. 2276/2026, titled *M/s Chandigarh Poultry & Anr. v. Union of India & Ors.* This Court, vide order dated 24.07.2026, directed the respondents to communicate to the petitioners the particulars of the Immediate Superior Commander/competent appellate authority contemplated under the Contract Agreement, so as to enable the petitioners to effectively pursue their remedy in accordance with law.
6. The petitioners thereafter again approached the respondents on 08.08.2026, requesting consideration of their case in the light of the order dated 24.07.2026 passed by this Court.
7. It is the grievance of the petitioners that, pursuant to the aforesaid proceedings, the respondents, vide communication dated 05.08.2026, informed the petitioners that the Station Commander (Commander, 118(I) Inf Gp) was the Immediate Superior Commander, subject to confirmation on 14.08.2026.
8. Thereafter, vide communication dated 14.08.2026, the respondents intimated that the Station Commander, being the Officer Commanding the Station, was responsible for control of station transport and supplies. According to the petitioners, however, the aforesaid communications did not furnish the complete particulars of the Immediate Superior Commander/competent appellate authority contemplated under the Contract Agreement, including the name, designation, office address and e-mail ID, so as to enable the petitioners to avail the remedy of appeal.

9. The petitioners thereafter approached this Court by way of WP(C) No. 2720/2026. The said petition came to be disposed of vide order dated 29.08.2026, whereby the respondents were directed to comply with the earlier order dated 24.07.2026 passed in WP(C) No. 2276/2026 and furnish to the petitioners the name, designation, office address, e-mail ID and other relevant particulars of the Immediate Superior Commander/competent appellate authority under the Contract Agreement, so as to enable the petitioners to avail the remedy of appeal in accordance with law.

10. It is also borne out from the record that thereafter a contempt petition bearing CCP(S) No. 270/2026, titled *M/s Chandigarh Poultry & Anr. v. Lt. Gen. Pankaj Sharma & Ors.*, came to be filed on 01.09.2026, wherein the respondents/contemnors were directed to file compliance and statement of facts.

11. Learned counsel for the petitioners submits that the petitioners have been pursuing their grievance before the respondents and this Court and that the controversy requires consideration by the competent authority in terms of Clause 10 of the Contract Agreement and in the light of the orders already passed by this Court.

12. Having regard to the nature of the grievance projected, the reliefs prayed for and the subsequent developments noticed hereinabove, this petition is taken up for consideration at the admission stage.

13. A perusal of the record reveals that this Court had already taken note of the petitioners' grievance in WP(C) No. 2276/2026 and, vide order dated 24.07.2026, directed the respondents to communicate to the petitioners the

particulars of the Immediate Superior Commander/competent appellate authority contemplated under the Contract Agreement, so as to enable the petitioners to effectively pursue their remedy in accordance with law.

14. In view of the aforesaid facts and circumstances, this Court is of the view that the petitioners ought to be afforded an effective opportunity to avail the remedy contemplated under Clause 10 of the Contract Agreement and have their grievance considered by the competent authority.

15. In view of the above, the writ petition is disposed of with a direction to respondents 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. Thereafter, the petitioners shall approach the competent authority contemplated under Clause 10 of the Contract Agreement along with a copy of this order and other relevant documents upon which they seek to rely. The competent authority shall consider and decide the grievance of the petitioners strictly in accordance with Clause 10 of the Contract Agreement and the applicable rules/instructions, after affording the petitioners an effective opportunity of hearing.

16. The competent authority shall pass a reasoned and speaking order dealing with the grievance of the petitioners, including the issue relating to the recovery notices pertaining to Cluster Khanabal and Cluster Bandipur,

preferably within a period of four weeks from the date the petitioners approach the competent authority along with a copy of this order.

17. Till the grievance of the petitioners is considered and decided by the competent authority, the respondents shall not effect any recovery from the bills/amounts payable to the petitioners pursuant to the impugned recovery notices pertaining to Cluster Khanabal and Cluster Bandipur.

18. It is, however, made clear that the protection extended herein shall not be construed as an expression of opinion on the merits of the respective claims of the parties. All questions, including the validity of the recovery notices, the petitioners' claim regarding performance of the contract, their claim for release of the alleged outstanding amounts, and the interpretation or applicability of Clause 10 of the Contract Agreement, are left open to be considered by the competent authority strictly in accordance with the Contract Agreement and law.

19. The petition stands disposed of in the above terms. Pending miscellaneous application(s), if any, shall also stand disposed of.

(WASIM SADIQ NARGAL)
JUDGE

SRINAGAR
22.09.2026
"Mubashir "