Sr. No.114
Suppl. List

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

WP(C) 594/2023 CM(8230/2023)
CM(1417/2023) CM(2862/2023)
CM(3841/2023) CM(6516/2023)
c/w i)WP(C) 2460/2022 CM(6222/2022)
ii)WP(C) 2979/2023 CM(7089/2023)

MUMTAZ AHMAD …Petitioner(s)/appellant(s)

Through: Mr. Arif Sikander, Advocate with petitioner

Vs.

UNION TERRITORY OF J AND K AND OTHERS. (REVENUE DEPARTMENT) ...Respondent(s)

Through: Mr. Ilyas Nazir Laway, GA along with Er. Ashwani Kumar, Chief Engineer PMGSY.

**CORAM:**

**HON'BLE MS. JUSTICE MOKSHA KHAJURIA KAZMI, JUDGE**

**O R D E R**
**14-08-2026**

**WP(C) No. 2460/2022,**
**WP(C) No. 594/2023 &**
**WP(C) No. 2979/2023**

1. By these petitions, the petitioner has called in question the actions/orders/notices issued by the respondents in relation to the contract awarded to him for construction of a 1×36 m span Plate Girder Bridge at RD 900 m on Arigam-Frestiwar Road, District Budgam.
2. In WP(C) No. 2460/2022, the petitioner has challenged communication/order No. SE/PMGSY/S/DB/2597-98 dated 27.08.2022 issued by respondent No.3-Superintending Engineer, PMGSY Circle, Srinagar, whereby the Manager, J&K Bank Limited, Branch Unit, Draba Gundhi, was requested to encash the Bank Guarantee furnished

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by the petitioner. The petitioner has also called in question the direction issued to the Bank to deny any kind of loan assistance to the petitioner.

3. In WP(C) No. 594/2023, the petitioner has challenged NIT No. 12/PMGSY/B/E-Tendering of 2023 dated 25.02.2023, whereby fresh e-tenders were invited on percentage basis in respect of the remaining work, with a further direction to the respondents to permit the petitioner to complete the remaining work of construction of the bridge on Arigam to Frestiwar Road on revised rates i.e. 2.92 crores.

4. In WP(C) No. 2979/2023, the petitioner has challenged termination order No.CE/PMGSY/DB/12601-64 dated 23.02.2023, with a further direction to the official respondents to permit the petitioner to complete the work allotted to him vide allotment No. SE/PMGSY/S/DB/1651-54 dated 30.06.2018.

**FACTUAL MATRIX**

5. The case of the petitioner is that the Superintending Engineer, PMGSY Circle, J&K RDA, invited e-tenders from the approved and eligible contractors of the J&K Government, CPWD and Railways, vide NIT No. 05/SE/PMGSY/S/E-Tendering of 2018 dated 12.03.2018, for construction of a 1×36 m span Plate Girder Bridge at RD 900 m on Arigam to Frestiwar Road, District Budgam. The petitioner, being an eligible contractor, submitted his bid in electronic format along with the requisite bid security, documents and bidding documents. The work was thereafter allotted in favour of the petitioner by the Superintending Engineer, PMGSY Circle, Srinagar, vide Allotment No. SE/PMGSY/S/DB/1651-54 dated 30.06.2018. The work, however, could not be completed within the stipulated period of 548 days.

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Consequently, the respondents issued the impugned communication dated 27.08.2022 for invocation and encashment of the Bank Guarantee furnished by the petitioner. Thereafter, the respondents issued the impugned termination order dated 23.02.2023 and also floated a fresh tender vide NIT dated 25.02.2023 in respect of the remaining work.

6. During the course of hearing, a proposal was made to the learned counsel representing parties to explore the possibility of some amicable settlement.

7. Pursuant thereto, learned counsel for the petitioner has filed an affidavit dated 14.08.2026, which is taken on record, setting out the settlement proposal of the petitioner. Paragraphs 5 and 6 thereof, being relevant for the disposal of these petitions, are reproduced hereunder:

> ***"5. That, in view of the aforesaid facts and circumstances, the Petitioner most respectfully places the following settlement proposal before this Hon'ble Court:***
>
> *a) That the Petitioner is ready and willing to recommence, execute and complete the bridge on the Arigam–Frestiwar Road, in pursuance of the work allotted to him vide NIT No. 05/SE/PMGSY/S/E-Tendering of 2018 dated 12.03.2018, by March, 2027.*
>
> *b) That, upon commencement of the work, the Petitioner shall submit a detailed proposal seeking escalation of rates in accordance with the rates prevailing in the PWD during the year 2026, in terms of Clause 24 of the Standard Bidding Document, and shall avail his remedies in accordance with the said clause and other clauses of the Standard Bidding Document and General Terms & Conditions of the Contract.*
>
> *c) That the Respondents will release the work done and running bill/additional deposit amount in due course, from time to time, in accordance with the normal procedure and mechanism followed by the Department.*

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***6. That, the Petitioner is ready and willing to abide by and execute the aforesaid proposal placed before this Hon'ble Court, subject to quashing of the following three impugned orders/notices:***

*a. Letter dated 27.08.2022 invoking the Bank Guarantee;*

*b. Impugned Termination Order dated 23.02.2023; and*

*c. Impugned NIT No. 12/PMGSY/B/E-Tendering of 2023 dated 25.02.2023."*

8. Learned counsel for the respondents, Mr. Illyas Nazir Laway, submits that he has no objection to the settlement proposal of the petitioner as spelled out in terms of the affidavit dated 14.08.2026.

9. The petitioner, namely, Mumtaz Ahmad, as well as the Er. Ashwani Kumar, Chief Engineer, PMGSY, J&K Rural Development Division, Kashmir, who are present in Court, have stated at the Bar that they would accept the aforesaid proposal and undertake to abide by the terms thereof.

10. In view of the consensus arrived at between the parties, the impugned communication/order dated 27.08.2022, the termination order dated 23.02.2023 and NIT No. 12/PMGSY/B/E-Tendering of 2023 dated 25.02.2023, which are the subject matter of challenge in the aforesaid three writ petitions, are hereby quashed.

11. The petitioner is permitted to recommence and execute the work allotted to him pursuant to NIT No. 05/SE/PMGSY/S/E-Tendering of 2018 dated 12.03.2018 for construction of a 1×36 m span Plate Girder Bridge at RD 900 m on Arigam to Frestiwar Road, District Budgam.

12. It is submitted by learned counsel for the petitioner that approximately 65% of the work has already been completed. The petitioner shall, accordingly, complete the remaining 20% of the work by 15th November,

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2026, and the balance 15% by 7th March, 2027, expeditiously, as undertaken before this Court.

13. The petitioner is expected to strictly adhere strictly to the timeline as undertaken before this Court.

14. In the event the petitioner fails to comply with the aforesaid undertaking, the respondents shall be at liberty to take appropriate action against the petitioner strictly in accordance with law and the terms and conditions of the contract.

15. In view of the settlement arrived at between the parties and the undertakings recorded hereinabove, **WP(C) No. 2460/2022, WP(C) No. 594/2023 and WP(C) No. 2979/2023 are disposed of accordingly.**

**(MOKSHA KHAJURIA KAZMI)**
**JUDGE**

**SRINAGAR**
**14-08-2026**
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