Serial No. 1

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

RP No. 52/2026 in
WP(C) No. 1468/2023

Punjab Singh .....Appellant(s)/Petitioner(s)

Through: Mr. M. P. Sharma, Advocate

vs

UT of J&K and others ..... Respondent(s)

Through: Ms. Mandeep Kour, Advocate vice
Ms. Monika Kohli, Sr. AAG.

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

ORDER
27.10.2026

1. The petitioner, through the medium of present petition has sought review of judgment dated 14.08.2025 passed by this Court in WP(C) No. 1468/2023.

2. It appears that the review petitioner had filed a writ petition before this Court seeking release of earnest money (EMD) amounting to Rupees Fourteen Lacs (Rs. 14, 00, 000/-) along with interest at the rate of 12% per annum from the respondents.

3. The case set up by the petitioner in the writ petition was that he had submitted his online bids for allotment of retail liquor vends (JKEL-2) for the financial year 2022-23 in respect of three locations, namely, Barnoti, Panchayat Terhera, Kathua Municipal Council, Ward No. 5-A and Kathua Municipal Council, Ward No. 5-B. Besides depositing registration fees of Rs. 25,000/-, the petitioner had also deposited

earnest money of Rs. 7,00,000/- in respect of each of the three bids pertaining to the aforesaid three locations. The petitioner was declared as highest bidder in respect of location Kathua, Municipal Council, Ward No. 5-B, but for other two locations, he was declared as unsuccessful.

4. It appears that earnest money of Rs. 7,00,000/- each which the petitioner had deposited for each location was not released by the respondents on the ground that the petitioner had failed to deposit entire bid amount in respect of the bid for which he had emerged as successful bidder, within the stipulated time.

5. The contention of the petitioner in the writ petition was that at least he was entitled to refund of EMD for two locations regarding which he had emerged as unsuccessful.

6. The respondents by relying upon Para (XIII) of bid document of 2022 contended that once the successful bidder fails to comply with the condition of deposition of entire bid amount within the stipulated time, not only the earnest money deposited in respect of the said bid would stand forfeited but the earnest money tendered by the successful bidder in respect of any other bid would also get forfeited.

7. This Court found favour with the aforesaid contention of the respondents and dismissed the writ petition in terms of judgment under review.

8. The petitioner has sought review of the impugned judgment on the ground that this Court has not appreciated the true interpretation of Clause 2.4.9 of Excise Policy and Clause (XIII) of the bid document

which has been misinterpreted by the Court. It has been further contended that Clause (XIII) of the Bid Document has no statutory force.

9. I have heard learned counsel for the petitioner and perused record of the case.

10. It is a settled law that review petition has a narrow and exceptional scope. It is restricted to correcting errors apparent on face of record and it cannot be extended to re-appreciation of material on record. A court cannot exercise jurisdiction of review only because there is different view possible.

11. Turning to the facts of the present case, this Court while dismissing the writ petition of the petitioner has interpreted the covenants of Para (XIII) of the Bid Document of 2022, which provides that if successful bidder fails to comply with the deposition of bid amount within the stipulated time, the earnest money would stand forfeited and that liability of the highest bidder would not be limited to the extent of earnest money tendered by him for a particular location but it would extend to any other location in which the bidder is a stakeholder and the respective deposits made in the form of earnest money or security for such other bids shall also stand forfeited and he would not be allowed to participate as stakeholder in any of the future allotments.

12. The aforesaid covenant has been interpreted by this Court upon understanding of its plain meaning. Even if there is another possible interpretation of the said covenant, the same cannot form a ground of review.

13. For the foregoing reasons, I do not find any ground to review the judgment dated 14.08.2025. Review petition lacks merits and the same is, accordingly, **dismissed.**

(SANJAY DHAR)
JUDGE

Jammu
27.10.2026
Sahil Padha

HIGH COURT OF JAMMU & KASHMIR AND LADAKH

Sahil Padha
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I attest to the accuracy and
integrity of this document