

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

**WP(C) No. 733/2023**  
**CM No. 1730/2023**  
**CM No. 5002/2024**

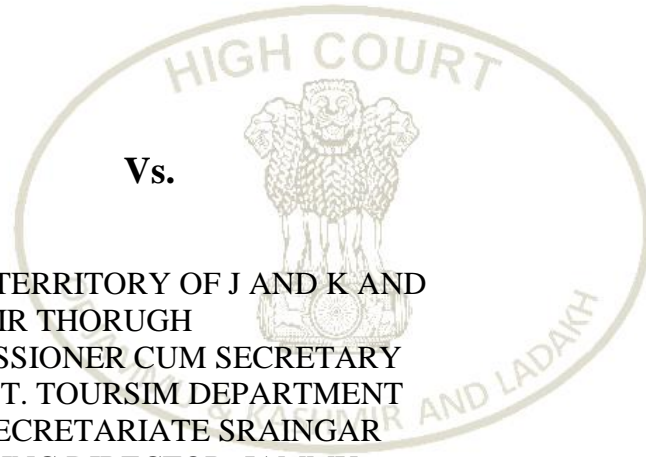
*Reserved on: 07.04.2026*  
*Pronounced on: 10 .04.2026*  
*Uploaded on: .04.2026*

*Whether the operative part or full judgment is pronounced: **Full***

M/S LUMBER INDIA CORPORATION  
THROUGH ITS CO-PROPRIETOR GHULAM  
NABI DAR (SENIOR CITIZEN)  
AGED 69 YEARS, S/O LATED ABDUL  
REHMAN DAR, R/O BEMINA SRINAGAR

.... Petitioner(s)

Through:- Mr. M.Y. Bhat, Sr. Adv. and  
Mr. Hamza Prince , Adv



- Vs.**
1. UNION TERRITORY OF J AND K AND KASHMIR THORUGH COMMISSIONER CUM SECRETARY TO GOVT. TOURSIM DEPARTMENT CIVIL SECRETARIATE SRAINAGAR
  2. MANAGING DIRECTOR, JAMMU AND KASHMIR, TOURSIM DEVLOPENT CORPORATION, TRC, SRINAGAR
  3. EXECUTIVE ENGINEER, JAMMU AND KASHMIR, TOURISM DEVELOPMENT COORPORATION, SRIANGAR
  4. JAMMU AND KASHMIR, SMALL SCALE INDUSTRIAL DEVELOPMENT COORPORATION THORUGH ITS GENERAL MANAGER PROJECTS KASHMIR

.....Respondent(s)

Through:- Mr. Hakeem Aman Ali, Dy.AG  
Mr.Waseem Gul, GA for R-4

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

**JUDGMENT**

**Brief Facts**

1. The present writ petition has been filed by the petitioner invoking the writ jurisdiction of this Court, inter alia, seeking a direction for release of admitted dues arising out of works duly allotted by the respondents. It is the case of the petitioner that the works stood executed in accordance with the approved specifications and to the satisfaction of the competent authorities, yet the admitted amount payable has remained withheld for several years without any justifiable cause.
2. It is averred that despite repeated representations and sustained efforts made by the petitioner for release of its legitimate dues, no effective steps were taken by the respondents, thereby constraining the petitioner to approach this Court.

**SUBMISSIONS ON BEHALF OF PETITIONER;**

3. The Learned counsel Mr. Hamza Prince for the petitioner submits that the present writ petition has been filed seeking appropriate directions for release of admitted dues arising out of works duly executed by the petitioner pursuant to allotments made by the respondents. It is contended that the petitioner has fulfilled all contractual obligations, and the works in question stand completed in accordance with the approved specifications and to the satisfaction of the concerned authorities.
4. It is further submitted that the inaction on the part of the respondents is arbitrary and unreasonable, being violative of Article 14 of the Constitution of India, and contrary to the statutory mandate contained in the Micro, Small and Medium Enterprises Development Act, 2006, which obligates timely payment along with interest in case of delay.
5. It is submitted that M/s Lumber India Corporation is a registered Small Scale Industrial Unit engaged in the construction of new buildings, renovation of old structures, and manufacture of joinery

- items/furniture and has undertaken works for various Government Departments and its performance, including quality of construction and supply of goods, has consistently been found satisfactory.
6. Learned counsel further submitted that the petitioner unit has been executing construction works and supplying joinery/furniture items and materials to Government Departments and Government-owned Corporations through the Jammu and Kashmir Small Scale Industrial Development Corporation.
  7. It is submitted that respondent No. 3, vide communication dated 15.12.2014, requested SICOP to furnish a pro-forma bill for construction of a hut at Tourist Village Cheshma Shahi. In response thereto, the Project Engineer, SICOP, vide communication dated 06.01.2015, furnished a detailed cost estimate with a request for acceptance of the offer and release of funds for execution of the work.
  8. It is further submitted that the Project Engineer, SICOP, vide communication dated 16.01.2015, authorized the petitioner unit to undertake construction of a 2 BHK Hut (Duplex) at Tourist Village Cheshma Shahi, with a direction to complete the work expeditiously in accordance with the specifications contained in the estimate.
  9. It is submitted that a similar order was placed by the Project Engineer, SICOP, vide communication dated 06.10.2016, for up gradation/renovation of Hut No. 216 at Cheshma Shahi belonging to the Jammu and Kashmir Tourism Development Corporation.
  10. It is contended that the aforesaid works, entrusted through SICOP, were duly executed by the petitioner to the satisfaction of the concerned authorities by engaging requisite manpower and resources. It is submitted that although certain payments were released from time to time, an admitted balance amount of ₹47.47 lakhs has remained unpaid since the year 2017. Despite repeated efforts, the balance payment has not been released, compelling the petitioner to lodge a grievance before the SICOP Grievance Cell,

which culminated in a communication dated 19.02.2021 addressed to respondent No. 2.

11. It is further submitted that despite continuous follow-up and representations since 2015, no effective steps have been taken by the respondents to redress the grievance of the petitioner, leaving no option but to approach this Court by way of the present writ petition.
12. It is submitted that once the work orders stood executed, the respondents became legally bound to release the payments due to the petitioner. The respondents, being Government entities, have unjustifiably withheld the legitimate dues of the petitioner for several years despite having derived full benefit from the works executed.
13. It is contended that the respondents cannot evade their liability on the ground of non-availability of funds. It is submitted that the works were consciously allotted and, upon completion, were taken over by the concerned department.
14. It is further submitted that in terms of the provisions of the Micro, Small and Medium Enterprises Development Act, 2006, particularly Sections 15, 16 and 17 thereof, the respondents are statutorily bound to make payment within 45 days from the date of acceptance of the work. In case of delay, the buyer is liable to pay compound interest at three times the bank rate notified by the Reserve Bank of India, calculated on a monthly basis. Accordingly, the petitioner claims entitlement to the principal amount along with statutory interest.
15. It is submitted that the actions and omissions of the respondents are arbitrary, unreasonable and violative of settled legal principles as well as statutory provisions. Such action is in contravention of Article 14 of the Constitution of India. It is contended that the petitioner has been unjustly deprived of legitimate dues, adversely affecting its business. The withholding of payment for years together is arbitrary and without justification, infringing upon the legal rights of the petitioner. It is, accordingly, prayed that the writ

petition be allowed and the respondents be directed to release the admitted amount along with statutory interest.

### **SUBMISSIONS ON BEHALF OF RESPONDENTS**

16. Per contra, two sets of replies have been filed by respondents no. 1, 2, 3 and 4. Respondents No. 1 to 3, in their reply, have contended that Respondent No. 4 (SICOP) functions merely as a facilitator between the indenting Government Departments and the registered SSI Units. It is submitted that once the work is executed to the satisfaction of the indenting department, the payment is released in favour of Respondent No. 4, which in turn disburses the same to the concerned SSI Unit. It is contended that no payment has been released by the indenting department and, therefore, no liability can be fastened upon the respondent no. 4.
17. It is further submitted that no cause of action has accrued to the petitioner against the respondent no. 4 and, as such, the writ petition is liable to be dismissed.
18. Respondents No. 1 to 3 have, in their reply, specifically contended that there exists no privity of contract between the petitioner and the respondents. It is submitted that the works in question were allotted to Respondent No. 4 (SICOP), and any engagement of the petitioner for execution of such works was an independent arrangement between Respondent No. 4 and the petitioner. The respondents were neither parties to the said arrangement nor privy to the terms and conditions governing the same. It is, accordingly, urged that no contractual or legal liability can be fastened upon Respondents No. 1 to 3, and the writ petition, insofar as it seeks relief against them, is liable to be dismissed.
19. Learned counsel for respondent no. 4 submitted that it is not disputed that an indent was received from the J&K Tourism Development Corporation for construction of a 2BHK duplex at Tourist Village, Cheshmashahi, pursuant whereunto the cost estimate submitted by SICOP was accepted and the work was allotted. It is also not denied that the work stands executed and that an amount

of Rs. 34.80 lakhs has been released, while the balance amount remains unpaid. The non-release of balance payment is attributed to the indenting department.

20. Respondent No. 4, has reiterated that it acts only as a facilitating agency between the indenting department and the SSI Units and has no independent role in the matter of release of funds. It is submitted that the respondent 4 has not received the full payment from the indenting department and, therefore, cannot be held liable for disbursement of the same to the petitioner.

21. It is, however, admitted by Respondent No. 4 that the works in question were allotted through it, the petitioner was authorized to execute the same, and the works were completed in terms of the approved estimates and handed over to the indenting department on 20.06.2015. It is further admitted that out of the total amount, a sum of Rs. 34.80 lakhs has been released, whereas the remaining amount is still outstanding despite repeated requests made to the indenting department.

22. The sum and substance of the stand taken by the respondents in both the replies is that Respondent No. 4 is merely an intermediary, the release of payment is dependent upon availability of funds with the indenting department, and in the absence of such release, no enforceable liability can be fastened upon the respondents.

23. It is submitted that despite repeated communications and requests made by the respondent no.4 to the indenting Department for release of the outstanding amount, the same has not been released.

24. It is further submitted that the respondent no.4 has consistently apprised the indenting Department to release the outstanding payments so that the same could be disbursed to the petitioner. It is thus contended that the liability to release the payment rests solely upon the indenting Department, and the respondent no.4, being only a facilitating agency, cannot be held responsible for the alleged non-payment.

**LEGAL ANALYSIS**

25. Heard Learned Counsel for the parties at length and perused the material on record.
26. At the threshold, it is to be noted that the foundational facts are largely undisputed. The allotment of works to the petitioner through the respondent no. 4, the execution of such works in accordance with the approved estimates, and the handing over of the completed works to the indenting Department stand admitted. The record further reflects that the works were accepted without objection and that part payments have been released. These admitted circumstances clearly establish that the liability to pay for the works executed has crystallized in favour of the petitioner.
27. The respondents 1 to 3 have contended that there exists no privity of contract between the petitioner and the respondents and, therefore, no liability can be fastened upon them. It is not in dispute that the works in question were executed by the petitioner pursuant to allotment through Respondent No. 4. The execution of work was within the knowledge and with the approval of the respondents, and the same has been duly accepted. The State, and its instrumentalities in the law is constituted as a single entity, and the petitioner cannot be compelled to suffer on account of lack of coordination or financial management between its departments. The obligation to ensure payment for works executed under valid allotment lies squarely upon the respondents collectively. Once the State and its instrumentalities have availed the benefit of the work so executed, they cannot evade liability by raising a hyper-technical plea of lack of privity.
28. The respondents 1 to 3 have also contended that the writ petition is not maintainable on the ground that the dispute is contractual in nature. It is well settled that where the claim arises out of admitted and undisputed liability, and the State or its instrumentalities withhold payment arbitrarily, the writ jurisdiction under Article 226 of the Constitution can be invoked.

29. The Hon'ble Supreme Court in case titled '**ABL International Ltd. and Another v. Export Credit Guarantee Corporation of India Ltd. and Others**' (2004 (3) SCC 553) has observed that

*"It is clear from the above observations of this Court in the said case though a writ was not issued on the facts of that case, this Court has held that on a given set of facts if a State acts in an arbitrary manner even in a matter of contract, an aggrieved party can approach the court by way of writ under [Article 226](#) of the Constitution and the court depending on facts of the said case is empowered to grant the relief."*

30. The contention of the respondent no. 4 that it merely acts as a facilitator also does not absolve it of responsibility. The allotment of work has admittedly been routed through it and the execution has taken place under its authority. In such circumstances, the respondent no. 4 cannot absolve from its role in ensuring that the petitioner receives the payment due. The liability to pay, in the present case, is thus clearly attributable to the respondents, who are bound to act in a coordinated manner to discharge their obligations.

31. This Court cannot overlook the fact that the dues in question have remained unpaid for an inordinate period of time. Such delay, particularly in respect of admitted amounts, is not only a breach of contractual obligations but also violative of the constitutional mandate of fairness and reasonableness. Article 14 of the Constitution of India enjoins upon the State to act in a fair, reasonable and non-arbitrary manner in all its dealings. The prolonged withholding of legitimate dues, without any justifiable cause, is clearly arbitrary and cannot be sustained.

32. In [**Madras Aluminium Co. Ltd. v. T.N. Electricity Board** Reported as 2023 SCC OnLine SC 783], the Hon'ble Supreme Court held that

*"39 ,A Bench of two learned Judges of this Court in **Kumari Shrilekha Vidyarthi and Others v. State of U.P. and Others**<sup>7</sup> observed that there exists "an obvious difference" between contracts concerning*

*private parties to those which have State as a party. The primary difference being that the State while exercising its powers and discharging its functions “acts indubitably, as is expected of it, for public good and in public interest”. The said factor singularly is sufficient to bring into any transaction the minimal requirements of public law, to which the State is a party. The fact that a dispute falls into the contractual realm does not (1991) 1 SCC 212 relieve the State of its obligation to comply with the requirements of Article.”*

This Court, in WP(C) 3061/2023 titled Mohd Ashraf vs UT of J&K decided on 25.02.2026 has observed as under

*“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.”*

33. It goes without saying that the State is expected to function as a model litigant. It cannot take advantage of its dominant position to delay payment of admitted dues and thereafter seek to absolve itself by raising technical pleas. If the State seeks to rely upon procedural safeguards and limitation against a citizen, it must equally be held accountable for its own delays. Each day's delay in release of payment, where liability is admitted, must be supported by a cogent explanation. In the absence thereof, the delay must be held to be unjustified.

34. The respondents have sought to justify the non-payment on the ground of non-availability of funds. This Court finds the said defense to be wholly untenable. It is not in dispute that the work stands executed and has been duly accepted by the respondents. Once the execution of work is admitted, the obligation to make payment stands crystallized and cannot be deferred on the plea of paucity of funds or want of administrative approval

35. This view is further fortified by a judgment rendered by this Court in **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.*

36. The aforesaid principle squarely applies to the facts of the present case. The respondents, having allotted the work and accepted its execution, cannot be permitted to raise the plea of non-availability of funds or internal administrative constraints to justify the withholding of admitted dues.

37. This Court is of the considered opinion that once the execution of the work is admitted and it is not in dispute that the respondents have derived full benefit therefrom, it does not lie in their mouth to contend, at a belated stage, that funds were not available or that requisite administrative approvals were lacking. Such pleas, raised post facto, are nothing but an attempt to evade a lawful liability and are wholly untenable in law. It is trite and well settled through a catena of judgments that the State and its instrumentalities cannot shirk their financial obligations on the ground of paucity of funds, particularly after having accepted and utilized the work executed for their benefit. The obligation to make payment, in such circumstances, attains a binding character and cannot be rendered illusory by internal administrative deficiencies or financial constraints. To countenance such a defence would not only amount to permitting the State to unjustly enrich itself at the expense of the petitioner but would also strike at the very foundation of fairness and reasonableness that underpins State action under Article 14 of the Constitution. The respondents, having enjoyed the fruits of the work executed, are estopped from raising such pleas, and the liability to honour the corresponding payment stands crystallized and enforceable in law.

38. Further, the Division Bench of this Court in **Union Territory of J&K & Ors. vs. Mohammad Afzal Reshi (decided on 04.09.2024)** has, in no uncertain terms, deprecated the practice of withholding admitted dues on the pretext of paucity of funds and has observed that such an excuse is “abominable and condemnable

in the strongest words”. For facility of reference same is reproduced as under:

*“19. Under the circumstances, this Court feels that an order needs to be passed in this particular Letters Patent Appeal which is exemplary and deterrent in nature to prevent the Union Territory from filing such frivolous cases and delaying the relief granted to the litigants. In this particular case, the respondent herein has been kept waiting for nine (9) years from the year 2015 for the payment of his just dues which are not disputed. He was compelled to file writ petition only because his admitted dues were not being paid by the Union Territory for six long years on the grounds of paucity of funds which excuse is abominable and condemnable in the strongest words. The UT LPA No. 121/2023 The government is part of the Union Government which is the repository of the lion's share of the wealth generated in this country in the first instance and thereafter distributed to the states. It shocks the conscience that we tout ourselves as the fifth largest economy in the world, aspiring to be the third largest soon, but do not have the funds to pay the legitimate dues of the respondent amount to Rs. 20.97 Lacs, which denigrates and puts to doubt the lofty claims of the economic prowess of the country”*

39. Applying the aforesaid principles to the case in hand, it is evident that the respondents have themselves admitted execution of the work and partial release of payment, thereby leaving no dispute with regard to the existence of liability. The only justification sought to be projected is the alleged non-availability of funds. The petitioner herein has also been constrained to approach this Court on account of non-release of admitted dues, despite completion of work and

repeated requests, which situation is strikingly similar to the one noticed in the aforesaid judgment.

40. In such circumstances, this Court is of the considered view that the stand taken by the respondents is not only legally untenable but also contrary to the principles of fairness and reasonableness expected of the State. The ratio laid down by the Division Bench clearly mandates that admitted dues cannot be withheld on such specious grounds, and any such attempt deserves to be strongly discouraged.
41. It is also well settled that where payment is wrongfully withheld, the aggrieved party is entitled to compensation by way of interest. The grant of interest in such cases is not merely discretionary but is founded upon principles of equity, justice and good conscience. In cases involving Micro and Small Enterprises, the statutory framework further mandates timely payment and provides for enhanced liability in case of delay. The object of such provisions is to ensure that small units are not subjected to financial hardship on account of delayed payments by State entities.
42. The aforesaid view stands reinforced by the earlier judgment of 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.*”

43. Further the Hon'ble High Court of Jharkhand in case titled as ***“Ajmani Infrastructure and Projects Private Limited, through its Director Mr. Kunal Ajmani Versus State of Jharkhand and Others”*** reported as **2025 SCC OnLineJhar 3117** has observed as under:

*“Viewed thus, we hold that in the present case, the respondents have failed to act in a fair manner. Therefore, actions in not making payment to the petitioner despite admission by their own officers, is completely arbitrary. Against such arbitrary action, the writ petition is maintainable as the State cannot be allowed to take advantage of their own wrong.”*

44. The consequences of delayed payments cannot be viewed lightly. Contractors executing public works operate within limited financial margins and rely upon timely payments for sustenance of their business. Unjustified withholding of dues leads to financial strain, erosion of creditworthiness, and, in many cases, irreparable business loss. The State cannot be permitted to enjoy the benefit of completed works while denying the corresponding financial entitlement to the executing party.

45. This Court is of the considered view that the principle of fairness demands that the State cannot be placed in a position where it suffers no consequence for its delay, while the contractor bears the entire burden. Accordingly, where delay in release of payment is attributable to the State and is not supported by any legal or contractual justification, the State must be held liable to pay interest for the delayed period.

46. This Court also deems it necessary to emphasize the need for administrative accountability. Recurrent instances of delayed payments point towards systemic deficiencies in financial planning and governance. It is incumbent upon the authorities to ensure that funds are duly earmarked prior to issuance of work orders. Once the

work is completed and accepted, payment ought to be released without delay. Any lapse in this regard must invite appropriate consequences.

47. In appropriate cases, where delay is attributable to negligence or inaction of responsible officials, it would be open to the competent authority to fix accountability and take necessary action in accordance with law. The burden of interest liability arising out of such delay should not invariably fall upon the public exchequer, but may be recovered from the erring officials after due process.
48. The Hon'ble Supreme Court in the case titled **Dr. Poornima Advani & Anr. Versus Government of NCT & Anr** reported as **2025 LiveLaw (SC) 254** has observed as under:

*“17. Thus, when a person is deprived of the use of his money to which he is legitimately entitled, he has a right to be compensated for the deprivation which may be called interest or compensation. Interest is paid for the deprivation of the use of money in general terms 11 which has returned or compensation for the use or retention by a person of a sum of money belonging to other.”*

49. In view of the aforesaid discussion, this Court is satisfied that the petitioner has established a clear legal right to receive the admitted dues. The respondents, having accepted the work and partially discharged their liability, cannot be permitted to withhold the balance amount without any lawful justification. The defence sought to be raised by the respondents does not withstand judicial scrutiny. The grant of interest in such cases is founded upon principles of equity, justice and good conscience, and in cases involving Micro and Small Enterprises, the statutory framework further mandates timely payment along with enhanced liability in case of delay.
50. The consequences of delayed payments are significant, particularly for small-scale units, which operate within limited financial capacity. Unjustified withholding of dues results in financial

hardship and adversely impacts business viability. The State cannot be permitted to derive benefit from completed works while denying the corresponding financial entitlement to the executing party.

51. This Court also deems it appropriate to emphasize the need for administrative accountability. Authorities must ensure availability of funds prior to allotment of works. Failure in this regard cannot be used as a defense to defeat legitimate claims.

### **CONCLUSION;**

52. In view of the aforesaid, this Court is of the considered view that the petitioner has established a clear, enforceable and legally protected right to receive the admitted dues arising out of works duly executed and accepted by the respondents. The liability, having once crystallized, cannot be permitted to be diluted or defeated by pleas which are extraneous to law.

53. Despite the catena of judgments and a well settled position of law, the respondents continue to withhold such admitted dues on grounds which are wholly untenable in law, such as administrative delays, pendency of approvals, or alleged paucity of funds. Such pleas, in the considered view of this Court, are nothing but attempts to shift the burden of internal inefficiencies onto the shoulders of the executing parties, which is impermissible.

54. The State, being a welfare entity, is expected to act fairly, reasonably and in a responsible manner in all its dealings. The practice of compelling citizens to seek judicial intervention for enforcement of admitted claims cannot be approved and deserves to be deprecated.

55. It must be emphasized that once the State has availed the benefit of work executed, it is under a corresponding obligation both legal and constitutional to ensure timely payment. Any failure in this regard strikes at the core of Article 14 of the Constitution of India, which mandates fairness, reasonableness and non-arbitrariness in State action.

56. In the aforesaid circumstances, this Court deems it appropriate not only to grant relief to the petitioner, but also to reiterate the position already enunciated by this Court in **M/s Saint Soldier Engineers &**

**Contractors Pvt. Ltd. vs. Union Territory of J&K & Ors.**, that the State is under an obligation to ensure timely release of admitted and undisputed dues and cannot compel parties to seek judicial redress for enforcement of such claims and emphasized the necessity of putting in place an effective and time-bound mechanism for disbursement of admitted liabilities. It is, therefore, expected that the respondents shall adhere to and ensure strict compliance with the directions issued therein.

57. In the light of what has been discussed hereinabove and also in view of the settled position of law laid down by this Court, the instant writ petition is allowed and the respondents are directed to consider the case of the petitioner for the release of the admitted liability in favour of the petitioner to the tune of ₹47.47 lakhs within a period of four (04) weeks from the date a copy of this order along with writ petition and annexures are made available to respondents. It is made clear, failing such compliance within the stipulated period, the petitioner shall be entitled to interest @ 6% per annum on the aforesaid amount from the date the said amount was due and not paid by respondent. The writ petition is disposed of, along with all connected application.

**(Wasim Sadiq Nargal)**  
**Judge**

**Srinagar:**  
"MUBASHIR"

*Whether the order is speaking* : *Yes/No*  
*Whether approved for reporting* : *Yes/No*