

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

Case : WP(C) No. 511/2025
CM No. 1208/2025
Cav No. 2448/2024

M/s mirsons Constructions Pvt. Ltd.

...Petitioner (s)

Through: Mr. Himanshu Beotra, Advocate

VERSUS

Union of India and Ors.

...Respondent(s)

Through: Mr. Vishal Sharma, DSGI

CORAM:

HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE.

ORDER

04.03.2025

1. The petitioner through the medium of the instant writ petition has challenged Letter dated 23.01.2025 issued by respondent No. 3-Chief Engineer whereby the contract of design and construction of 40.00 M Span major PMT PSC Box Garder Bridge including SSI over Gurnur Nallah at KM 9.330 on Road Agrachak-RS Pura-Davlehar-Arna-Khaur under 104 RCC/13BRTF/Project Sampark in J&K (UT) has been cancelled, on the ground that petitioner has failed to proceed with the work with due diligence and did not complete the work by due date.

2. Learned counsel for the petitioner has submitted that delay in executing the project was not attributable to the petitioner, but it was attributable to the respondents who could not provide the site free from encumbrance to the petitioner within a reasonable time. It has been further contended that the

respondents without considering the request of the petitioner for conciliation in terms of the contract, have cancelled the contract.

Issue notice to the respondents. Mr. Vishal Sharma, learned DSGI accepts notice on behalf of the respondents. Reply shall be filed by him by or before the next date of hearing.

Caveat stands discharged.

List on 21.04.2025.

In the meanwhile, subject to objections and till next date of hearing before the Bench, the respondents are directed not to encash the Performance Security/Bank Guarantee furnished by the petitioner, provided the petitioner keeps the said Bank Guarantee alive one month prior to its expiry on each occasion.

(Sanjay Dhar)
Judge

JAMMU
04.03.2025
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