

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

WP(C) No. 3121/2026

CM No. 6897/2026

M/S Rajeshwar Singh

.....Petitioner

Through :- Mr. F. A. Natnoo, Advocate

v/s

Union of India & Ors.

.....Respondents

Through :- Mr. Vishal Sharma, DSGI with
Mr. Karan Sharma, CGSC

CORAM: HON'BLE MR. JUSTICE MA CHOWDHARY, JUDGE

ORDER

29.09.2026

1. Through the medium of instant petition, the petitioner has sought quashment of the Communication No. 42590/A-04/109/E-8 dated 13.04.2026 by virtue of which the petitioner's application for renewal of enlistment of his firm for the next cycle has been rejected by the respondents by taking ruse under Para 7 of E-in-C's Branch Letter No. 66546/P-1/Renewal/2026/08/EB dated 11.03.2025, besides seeking challenge to Para 7 of the said communication mentioned supra.

2. . It has been vehemently argued by Mr. F.A Natnoo, learned counsel appearing on behalf of the petitioner that the refusal of the respondents to accord consideration to the case of the petitioner for renewal of his enlistment is illegal, arbitrary and irrational and suffer from vice of non application of mind which, in a way tantamount to prevent the petitioner from participating in the

tender process beyond 31.12.2025 as enlistment for contractor of Class/category-A.

3. It is specific case of the petitioner that the respondents have denied the renewal to the petitioner on the basis of communication dated 11.03.2025 notwithstanding the fact that the same is not applicable to the case of the petitioner. It has been urged by the learned counsel that the said communication was issued only in the month of March 2025 that is much later to the date of cancellation of the contract, at the instant of the petitioner. The cancellation was made in the month of May 2021 and there was no whisper in the said contract or in the said communication that the cancellation, at the behest of the petitioner, would have any consequence of according consideration to the case of renewal of his enlistment. On this ground alone, the learned counsel submits that the impugned communication deserves to be quashed.

4. It has also been urged that the case of the petitioner does not fall within the ambit of Clause 7(a) of the impugned communication in the light of the fact that the petitioner was given to understand that the disadvantage, which the petitioner would suffer for such cancellation on his request, would be only to the extent of payment of performance security and debarment for participating in the tender process for the same work only, and not for other works. Thus, the issuance of communication dated 13.04.2026 has caused grave prejudice to the petitioner and has detrimental effect on the rights of the petitioner. Lastly, the learned

counsel submits that the reference of the provision in passing the aforesaid communication cannot be applied retrospectively to cover-up the cancellation done prior in time and on this ground also, the impugned communication according to the learned counsel is required to be quashed.

5. Heard learned counsel for the petitioner at length and perused the record.

6. *Prima facie*, a case for indulgence is made out.

7. Issue notice to the respondents in the main as well as in the interim application, which is waived by Mr. Karan Sharma, Assisting Counsel to Mr. Vishal Sharma, learned DSGI, on behalf of the respondents. He seeks and is granted four weeks' time to file response.

8. List on **27.11.2026**.

9. Meanwhile, subject to objections from other side and till next date of hearing before the Bench, operation of impugned communication dated 13.04.2026 shall be kept in abeyance.

10. Alteration/modification/vacation on motion.

(MA CHOWDHARY)
JUDGE

JAMMU
29.09.2026
Sneha