

# M/S Salathia Construction Works vs Union Of India & Ors on 30 September, 2025

S. No. 147

HIGH COURT OF JAMMU & KASHMIR AND LADAKH  
AT JAMMU

Case:- WP(C) No. 2756/2025  
CM No. 6319/2025

M/s Salathia Construction Works

.....Petitioner(s)

Through: Mr. Anil Khajuria, Advocate

Vs

Union of India & Ors

..... Respondent(s)

Through: Mr. Sumant Sudan, Advocate vice  
Mr. Vishal Sharma, DSGI

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

ORDER

30.09.2025

01. Through the medium of instant petition, the petitioner has sought quashment of the Communication No. 80001/ADGNJ/D-66/42/E8 dated 12.06.2025 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/E8 dated 11.03.2025, besides seeking challenge Para 7 of the said communication mentioned supra.

02. It has been vehemently argued by Mr. Anil Khajuria, 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-D.

03. 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 latter to the date of cancellation of the contract at the instant of the petitioner. The cancellation was made in the month of November/December 2024 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.

04. 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 12.06.2025 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.

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

06. Prima facie a case for indulgence is made out.

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

08. List on 04.11.2025.

09. Meanwhile, subject to objections from other side and till next date of hearing before the Bench, there will be a stay of operation of impugned communication dated 12.06.2025.

10. Alteration/modification on motion.

(WASIM SADIQ NARGAL) JUDGE JAMMU 30.09.2025 Vijay