

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

OWP No. 1386/2016

Reserved on: 07.02.2026

Pronounced on: 25.02.2026

Uploaded on: 26.02.2026

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

**Changa Ram, Aged 59 years,
S/o Kasturi Lal,
R/o Parwah, P/o Sangram Pur,
Tehsil Marh, District Jammu**

.... Petitioner(s)

Through:- Mr. Himanshu Beotra, Advocate.

Vs.

1. **State of J&K,
Through Commissioner/Secretary
Housing & Urban Development,
Civil Secretariat, Jammu**
2. **Jammu Development Authority,
Through its Vice Chairman,
Rail Head Complex, Jammu**
3. **Vice Chairman,
Jammu Development Authority,
Rail Head Complex, Jammu**
4. **Secretary,
Jammu Development Authority,
Rail Head Complex, Jammu**
5. **Director Land Record,
Jammu Development Authority,
Rail Head Complex, Jammu**
6. **Chief Town Planner,
Jammu Development Authority,
Rail Head Complex, Jammu**

.....Respondent(s)

Through:- Mr. Sachin Dogra, Advocate
with Mr. Rahul Parihar, Adv.

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

Prayer:

1. The petitioner, through the medium of the present petition, has sought the following reliefs:

“a) Mandamus commanding and directing the respondent no. 2, 3 and 4 to execute necessary documents for allotment, lease, handing over the possession etc. of the auctioned site i.e. land measuring 5.38 kanals falling in Khasra Nos. 92 & 94 situated at Chinor Chowk, Bantalab (Chak Changarwan), Jammu, in favour of the petitioner after accepting the balance bid amount.

b) Mandamus commanding and directing respondents No. 2, 3 and 4 to hand over free and vacant possession of land measuring 5.38 kanals falling in Khasra No. 92 & 94 situated at Chinor Chowk, Bantalab (Chak Changarwan), Jammu, auctioned in favour of the petitioner.

c) Mandamus commanding and directing respondents No. 2, 3 and 4 not to cancel the Letter of Intent No. JDA/Land/8254-62 dated 11/02/2011 and JDA/LS/5278-86 dated 12-09-2011 issued by respondent no. 4 in favour of the petitioner vis-a-vis land measuring 5.38 kanals falling in Khasra No. 92 & 94 situated at Chinor Chowk, Bantalab (Chak Changarwan), Jammu.”

Brief Facts:

2. Before adverting to the merits of the controversy, it would be apt to give brief factual background of the case.
3. The respondent No. 2–Jammu Development Authority (hereinafter referred to as ‘JDA’), by way of auction advertisement notice dated 24.01.2011, invited bids for auction of land measuring 5.38 kanals falling under Khasra Nos. 92 and 94, situated at Chinor Chowk (Chak Changarwan), Bantalab, Jammu.
4. It is the case of the petitioner that he participated in the aforesaid auction and, being the highest bidder, offered an amount of Rs. 41.00 lakhs per kanal, i.e., Rs. 2,20,58,000/- in total. The petitioner also deposited earnest money amounting to Rs. 5,00,000/- vide Demand Draft No. 038186.

5. According to the petitioner, the aforesaid plot of land measuring 5.38 kanals was proposed to be allotted by the JDA in his favour, and Letter of Intent No. JDA/Land/8254-62 dated 11.02.2011 was issued in favour of the petitioner. In terms of the said letter, respondent No. 4 directed the petitioner to deposit Rs. 20,50,000/- on or before 11.03.2011 and Rs. 15,50,000/- on or before 10.08.2011 without penal interest, or between 11.08.2011 to 11.10.2011 with penal interest at the rate of 18% per annum.
6. The petitioner, in furtherance of the aforesaid allotment, deposited the first instalment of Rs. 20,50,000/- on 10.03.2011 in favour of respondent No. 4, and the receipt dated 10.03.2011 evidencing the said deposit has been placed on record along with the present writ petition.
7. After depositing the first instalment, when the petitioner visited the auction site at Chinor Chowk, it came to his knowledge that the land put to auction had been under encroachment since 2008–2009 and that the JDA was not in possession of the entire land measuring 5.38 kanals as advertised.
8. The petitioner, in the month of April 2011, immediately approached the JDA, more specifically respondent Nos. 3 and 4, and represented his grievance regarding the measurement of the auction site and the encroachment existing thereon, which was allegedly visible at the site and included pucca houses, lanes and a gate.
9. It is the further case of the petitioner that an assurance was extended to him by respondent No. 6-Chief Town Planner (CTP) that he would inspect the site to verify the measurement and the extent of encroachment.
10. It is further submitted that, as per a local inquiry conducted by the petitioner, it came to his knowledge that the land put to auction had been under encroachment since 2008–2009, which fact, according to the petitioner, was within the conscious knowledge of the respondents. Despite this, the respondents issued the auction notice in the year 2011 in respect of the encroached land, allegedly concealing the factum of encroachment over the said land.

11. The petitioner has taken a specific stand that, in the month of September 2011, the respondents, instead of admitting that they had auctioned encroached land to the petitioner and made him deposit a substantial amount, issued another letter vide N. JDA/L-S/5278-86 dated 12.09.2011. In terms of the said letter, the petitioner was informed that, due to an oversight, an incorrect amount had been reflected in the earlier payment schedule contained in the letter dated 11.02.2011, and he was called upon to deposit a total amount of Rs. 2,20,25,800/- as per the revised payment schedule mentioned therein.
12. After receipt of the aforesaid communication, the petitioner approached respondent Nos. 2, 3 and 4 and submitted that he had already deposited an amount of Rs. 25,50,000/- in respect of the auctioned land, which was not free from encumbrances even prior to issuance of the auction notice, and this fact was within the knowledge of the respondents since the year 2008.
13. The further case of the petitioner is that, asking the petitioner to deposit an additional amount of Rs. 2,15,08,000/- (Rupees Two Crores Fifteen Lakhs Fifty-Eight Thousand) for an encroached land, possession whereof the respondents knew could not be handed over, clearly reflects the arbitrary action of the respondents in proceeding with the auction. In order to fortify his claim, the petitioner has also placed reliance on photographs showing the encroachment at the site, which were shown to respondent No. 3, who assured the petitioner that respondent No. 2 would take immediate remedial steps to remove the encroachment.
14. The petitioner, who had deposited a substantial amount, i.e., Rs. 5,00,000/- as earnest money and Rs. 20,50,000/- as the first instalment as directed by respondent No. 4, was regularly approaching the respondents for redressal of his grievance. The petitioner categorically conveyed to the respondents that the balance amount would be paid only after removal of encroachment from the site and re-measurement thereof.
15. Since the grievance of the petitioner was not redressed despite repeated requests, the petitioner, having been left with no option, submitted a

detailed written representation in the month of February 2012 to respondent No. 3. Through the said representation, the petitioner requested respondent No. 3 to demarcate and inspect the auctioned land to ascertain whether the possession of the JDA was over the entire auctioned land measured 5.38 kanals or was less than that, and also to verify the factum of encroachment at the site. It was further requested that the demarcation and inspection report be communicated to the petitioner within one week, so that the balance auction amount could be deposited without further delay.

16. In response to the aforesaid representation, the petitioner was informed vide communication dated 17.09.2012 that respondent No. 4 had directed the Chief Town Planner, JDA, and the Superintendent Engineer, JDA, to measure the auction site in the presence of the petitioner. Thereafter, vide communication dated 07.10.2013, the Senior Town Planner, JDA, called upon the petitioner to attend the office of the JDA on 09.10.2013 for measurement of the site in presence of the petitioner.
17. It is the specific case of the petitioner that at the time of measurement of the site in his presence, it was found that the auctioned land measuring 5.38 kanals was not free from encumbrances but was encroached, upon which buildings and structures were in existence. According to the petitioner, the encroachments existing on the said land were also noted by the officials of the JDA, who visited the site on his complaint. However, till June 2014, nothing in writing was communicated to the petitioner except oral assurances that the JDA had initiated action for removal of such encroachments.
18. It is further the case of the petitioner that a substantial amount of his money had been lying with the JDA since 2011, while he was regularly approaching the respondents for removal of the encroachments from the spot and for proper measurement of the auctioned site. Despite repeated representations and reminders, the respondents failed to redress his grievance and, feeling aggrieved thereof, the petitioner has preferred the instant writ petition.

19. It has also been pleaded that the petitioner filed an application under the Right to Information Act dated 15.05.2016 relating to the aforesaid auction and sought information on various points to facilitate proper adjudication of the controversy involved. In response to the said RTI application, the reply was furnished by the respondents along with relevant documents vide communication dated 22.06.2016, wherein the respondents admitted that encroachment from the auctioned land had been removed in the month of June 2016. The respondents also acknowledged that the petitioner had been approaching them from time to time.
20. It is the specific case of the petitioner that in the month of June 2016, it came to the knowledge of the petitioner from the office of respondent No. 2 that the respondents had removed encroachment from a major portion of the auctioned site. Accordingly, the petitioner again approached respondent No. 3 by way of a written representation dated 04.06.2016, requesting that possession of the vacant and un-encroached site be handed over to him and that the balance payment be accepted as per the actual measurement of the site.
21. The petitioner, in order to substantiate his claim, has also placed on record the official notings of the JDA on the representation and complaint submitted by him in connection with the auctioned land. The said record, according to the petitioner, supports his stand that the land put to auction was already under encroachment prior to the issuance of the auction notice dated 24.01.2011, i.e., since 2008–2009. The record further demonstrates that the petitioner had been regularly approaching the JDA for removal of such encroachments and for acceptance of the balance payment in accordance with the actual status and measurement of the land.
22. The record further reveals that the present petition was filed before this Court on 20.09.2016 and this Court, vide order dated 22.09.2016, in view of the assurance extended by learned counsel appearing for the respondents-JDA, Mr. Raghu Mehta, restrained the respondents from cancelling the allotment in question, which order continues to be in operation as on date.

Submission on behalf of the petitioner:

23. Learned counsel for the petitioner, Mr. Himanshu Beotra, has submitted that an amount of Rs. 25,50,000/- has been lying with the JDA since 2011, which the petitioner could otherwise have utilized for his business purposes or earned interest upon. It is contended that the petitioner had been regularly approaching the respondents for removal of the encroachment from the auctioned land and had been requesting them to accept the balance payment after removal of such encroachment, but to no avail. The petitioner was also constrained to issue a legal notice to the respondents; however, till date the grievance of the petitioner has not been redressed. Aggrieved of the same, the petitioner has preferred the instant petition.
24. It is stated that when the petitioner came to know about the removal of encroachment, he immediately approached respondent No. 2 for issuance of a communication confirming removal of encroachment, for acceptance of the balance amount, and for execution of the necessary documents of lease and handing over of possession of the plot in question. However, it came to the knowledge of the petitioner that the respondents were contemplating cancellation of the offer of allotment with a view to re-auction the site for obvious reasons.
25. This fact came to his knowledge upon receipt of a copy of the caveat dated 22.08.2016 filed by respondent No. 2 before this Court, wherein it was mentioned that respondent No. 2 was in the process of cancelling the allotment/Letter of Intent issued in favour of the petitioner, despite an amount of Rs. 25,50,000/- having already been deposited. It was in these circumstances that the present petition came to be filed, and this Court, being *prima facie* satisfied, restrained the respondents from cancelling the allotment.
26. In the aforesaid backdrop, learned counsel for the petitioner has urged that the action of the respondents in not accepting the balance amount after removal of the encroachment and in refusing to execute the formal documents of allotment, lease and possession in favour of the petitioner is illegal, arbitrary and liable to be set aside.

27. It has further been submitted that the fault, if any, lies with the respondents, who are stated to have been aware of the fact that the auctioned land was not free from encumbrances and was under encroachment, yet proceeded with the auction in the year 2011, leading the petitioner to believe that the land was free from all encumbrances. Consequently, the petitioner was compelled to part with a substantial amount of Rs. 25,50,000/-, which continues to remain with the respondents as on date.
28. Learned counsel has also submitted that instead of handing over possession to the petitioner, the respondents were contemplating cancellation of the Letter of Intent for extraneous reasons, which fact was noticed by this Court while passing the interim order restraining cancellation of the allotment. It is further argued that the balance auction amount was rightly withheld by the petitioner on legal and cogent grounds, as the plot in question was encroached at the time of auction.
29. It has also been urged that once the Letter of Intent was issued and the terms and conditions thereof were complied with by the petitioner in letter and spirit, no fault can be attributed to him.
30. The specific case of the petitioner is that the lapse, if any, was on the part of the respondents in auctioning an encroached plot. Therefore, the petitioner states that he withheld the balance amount for valid and justifiable grounds till the encroachment was removed and the plot was made free from all encumbrances, which fact was never properly conveyed by the respondents and, for any inaction on the part of the JDA, the petitioner cannot be penalized.
31. Learned counsel for the petitioner, in support of his claim, has placed reliance upon a judgment passed by the Delhi High Court in WP(C) No. 15115/2004, titled '*M/s Sewa Hotel and Resorts and others vs. DDA*', decided on 05.09.2005, wherein it was held that:

"14. DDA is obliged to ensure that development in Delhi is in accordance with the notified Master Plan. DDA has complete monopoly over land in Delhi. The monopoly status of DDA requires a greater obligation to be put on the shoulders of DDA when it comes to matters relating to land. In the facts of the two

instant cases, DDA cannot wish away its liability not to clear the encroachments on public lands acquired for the purposes of planned development of Delhi and placed at the disposal of DDA. Lands are acquired out of public funds. Public authorities are answerable to the citizens who are the ultimate beneficiaries as also the owners of the public funds as these are created from the contributions of the citizens, be it by way of taxation or levy of fee. Public authorities are the trustees of these funds.”

32. Lastly, it has been submitted that the conduct of the respondents in not formally communicating the removal of encroachment and in not accepting the balance amount even thereafter, is loathed with *mala fide* intent to frustrate the claim of the petitioner, despite the petitioner having already deposited the earnest money and the first instalment, which amount continue to remain with the respondents since 2011.
33. Mr. Himanshu Beotra, learned counsel for the petitioner, has drawn the attention of the Court to the office notings of the JDA which have been annexed with the instant petition. Though the source of the said notings has not been disclosed by the petitioner, yet the learned counsel submits that the same vindicates the stand of the petitioner.
34. According to the said notings, it appears that, as per the report of the field staff and local inquiry conducted by the JDA, encroachment over the land in question had been reported as far back as 2008–2009. The factum of allotment of the plot measuring 5.38 kanals in the year 2011 is also reflected therein. The noting further substantiates the claim of the petitioner regarding shortage of land at the site in question. According to the respondents, this fact was conveyed to the petitioner vide communication dated 21.02.2012. It is also recorded that an area of

approximately 3,451.5 square feet out of the total land had reportedly been encroached.

35. The filing of representations by the petitioner, wherein he had clearly conveyed in unambiguous terms the issue of shortage of land in question, has also been admitted in the aforesaid notings as far back as 2011–2012.

36. For facility of reference, the relevant portion of the said noting is reproduced as under:

“85. In reference to the observations of the worthy VC. JDA (N.P. 79) ante, the para-wise reply to the said queries are submitted for needful as under:

(i) As reported by field staff & local enquiry, it is intimated that the reported encroachment had been attempted in the year 2008-09 & perusal of the record available in case file/ main auction file on subject appended with main file, reveals that the auction/allotment for 5.38 kanals land to allottee made in the year 2011, on the site plan/drawings provided by the CTP Section of year 2007 (dated 11.08.2007) available at Page No. 37 CF side (Flag -“A”).

Refer (NP 26) of Auction File dated 06.07.2011, states the case was referred by Secy. JDA to CTP for measurement of site and shown to the applicant. As such, the matter regarding short of land at site was also brought to notice of the authorities by the allottee, vide his letter dated 21.02.2012, page 36 CF side (Flag- “B”).

That CTP/SE JDA, letter dated 17.09.2012 regarding intimation to get the site measured in presence of allottee, as reported there is short of land (page 40 CF side) at site may kindly be perused.

That as per drawings provided by CTP Section dated 04.10.2013 (page 43 CF), has acknowledged that an area of 3451.5 Sq. ft. out of 5.38 Kanals land has reportedly been encroached upon.

(ii) Refer NP 39, states that eviction proceedings had been initiated against the encroacher for reclaiming 1976 sq. ft. encroached land.

(iii) The name of the encroacher as reported is Mehraj Krishan Raina S/o Jai Lal Raina.

(iv) However, report in the matter is submitted to the higher authorities from time to time and moreover no new construction is reported on the said site thereafter."

37. Another noting on which the learned counsel for the petitioner has placed reliance is also reproduced as under:

"68. The allottee represented that when he visited the site, he found the land in question is less than 5 kanals (against 5.38 kanals as mentioned in the bid) and rest of land is found under encroachment, for which the allottee has requested for re-demarcation of land, so that the balance auctioned amount be deposited without any further delay with JDA. As per the noting on the face of the representation of the allottee, the DLM IDA directed for an early demarcation (refer page 36 C.F side).

38. Placing reliance on the aforesaid notings, Mr. Himanshu Beotra further submits that not only the factum of encroachment has been admitted by the respondents in the aforesaid notings, but the encroacher has also been identified and eviction proceedings were initiated against him. The encroacher is stated to be one Mehraj Krishan Raina, S/o Jai Lal Raina, which fact finds mention in the relevant paragraph of the said notings. In the aforesaid notings, the respondents have further admitted that the portion of the land which was auctioned by the JDA continued to remain under encroachment, although eviction proceedings were stated to be underway at that particular point of time.

Submissions on behalf of the respondents:

39. Objections have been filed on behalf of respondent Nos. 2, 3 and 4, wherein it is their specific stand that the petitioner himself violated the terms and conditions of the auction notice as well as the Letter of Intent issued in his favour, and such violation itself entailed cancellation of the Letter of Intent.

40. The respondents have admitted the auction proceedings and the fact that the petitioner was the highest bidder, having offered a bid of Rs. 41.00 lakhs per kanal. It is stated that a Letter of Intent dated

11.02.2011 was accordingly issued in his favour. However, the respondents submit that in the payment schedule contained in the said Letter of Intent, an amount of Rs. 20.50 lakhs was mentioned, but the words “per kanal” were inadvertently omitted. According to the respondents, the petitioner was required to deposit the said amount on per kanal basis and not as a consolidated amount for the entire land measuring 5.38 kanals.

41. It is further stated by the respondents that, in terms of the bid amount, the minimum sum required to be deposited by the petitioner at the relevant stage was approximately Rs. 1,10,29,000/-. Since the petitioner deposited only Rs. 20,50,000/- by treating it as the amount for the entire land, a further communication bearing No. JDA/L-S/5278/86 dated 12.09.2011 was issued to him to deposit the same within 30 days from the date of issuance of the said letter.
42. By virtue of the aforesaid communication dated 12.09.2011, the petitioner was informed that due to an oversight, the earlier communication had reflected Rs. 20.50 lakhs instead of Rs. 41.00 lakhs per kanal for land measuring 5.38 kanals, and a revised payment schedule was conveyed to him. The petitioner was accordingly called upon to deposit the balance amount within 30 days from the date of issuance of the said letter.
43. The respondents contend that despite the knowledge of the aforesaid communication, the petitioner failed to deposit the requisite amount in terms of the revised payment schedule contained in the letter dated 12.09.2011. According to the respondents, such failure constituted a clear breach of the terms and conditions of the Letter of Intent, resulting in its automatic cancellation in terms of the applicable clauses.
44. The respondents have further stated that a portion of the auctioned land was under encroachment by illegal occupants and that eviction proceedings had already been initiated against such encroachers. It is, however, contended that out of the total auction site, land measuring 5.01 kanals was available with the JDA.

45. The further stand of the respondents is that possession of the available land measuring 5.01 kanals could have been delivered to the petitioner on proportionate cost, had he deposited the amount due in terms of the Letter of Intent. Instead, according to the respondents, the petitioner defaulted in payment of the instalment(s) due, which attracted the clause relating to forfeiture of earnest money. It is also submitted that the petitioner failed to justify the delay in payment and is, therefore, not entitled to any relief.
46. The respondents have also alleged that the petitioner has sought to rely upon internal office notings and documents of the department, which, according to them, were obtained without authorization. It is submitted that such material, being internal in nature, cannot be relied upon by the petitioner to claim any equitable or legal relief. On these grounds, the answering respondents have prayed for dismissal of the writ petition, terming the same as misconceived, not maintainable and devoid of merit.
47. Mr. Sachin Dogra, learned counsel for the respondents, has drawn the attention of the Court to the advertisement which was issued way back on 16th December, 2010 in some local daily newspapers wherein the total area was specified as 5.38 kanals and the rate was shown as Rs. 40.00 lakhs per kanal. As per the terms of the advertisement, the petitioner was under an obligation to deposit 10% of the minimum price. Ground rent was shown as Rs. 5,000 per kanal per annum. Through the said advertisement, sealed bids were invited for auction of the land in question on the prescribed form. The notification further stipulated that possession would be handed over only after payment of the full premium and completion of legal formalities of the JDA, and the allotment was to be made in favour of the highest bidder. Thus, according to learned counsel for the respondents, from a bare perusal of the aforesaid notification, it is clear that the land was notified at the rate of Rs. 40.00 lakhs per kanal.
48. Learned counsel for the respondents has also referred to the communication dated 11.02.2011, issued by the Secretary, JDA, whereby the petitioner was informed that land measuring 5.38

kanals could be allotted to him subject to fulfillment of the terms and conditions which are enumerated as under:

“1. Production of original State Subject Certificate for verification.

2. Payment of bid amount as per the schedule given below:

S. No.	Amount Due	Last Date
1.	20.50 Lacs	11.03.2011
2.	15.50 Lacs	(i) 10.08.2011 without penal interest (ii) 11.08.2011 to 10.11.2011 with 18% per annum penal interest.

In case of any delay in payment of 1st Installment the earnest money will be forfeited without issuing any further notice.

If you deposit full premium within 30 days from the date of Letter of Intent, you shall be given rebate of 1% of the total premium.

Formal allotment shall be issued in favour only after receipt of entire bid amount.

1st Instalment be deposited in JDA's Saving Account No. 0022040100000342 S/B in J&K Bank, Branch Rail Head Complex in favour of Vice Chairman, JDA under intimation to this office.”

49. It is the specific case of the respondents that there was an inadvertent mistake in the aforesaid communication. Accordingly, another communication dated 12.09.2011 was issued, i.e., after about seven months, wherein, in continuation of the earlier communication dated 11.02.2011, the petitioner was intimated that due to oversight, the payment had been reflected incorrectly, and that the correct calculation was Rs.41.00 lakhs per kanal, totaling Rs. 2,20,58,000 for 5.38 kanals. A revised payment schedule was accordingly conveyed as under:

S. No.	Amount Due	Due Date
1.	1,10,29,000	12.10.2011
2.	1,05,29,000	12.11.2011

50. When a specific query was put by this Court regarding the date of alleged encroachment, learned counsel for the respondents submitted that the land was encroached in the year 2013. In this regard, Mr. Dogra, placing reliance upon the note, has drawn the attention of this Court to Note No. 59 of the note sheet, which has been placed

on record by the petitioner. A perusal thereof makes it clear that the auction site was measured on 09.10.2013 in the presence of the allottee and the dimensions were found to be as per the plan. However, the note further records that a pucca house, boundary walls and a gate had been constructed over the side plot shown in the plan. It also records that one house had already been built at the site, two lanes were opening into the plot in question, and a gate had been fixed on the other side of the plot giving access to some other property. Thus, according to Mr. Dogra, the stand of the respondents is that the encroachment over the site arose in the year 2013.

51. The said stand has been refuted by Mr. Himanshu Beotra, learned counsel for the petitioner, who submits that the note itself indicates that the pucca structure was already in existence and, therefore, the encroachment cannot be said to have originated in 2013.
52. Learned counsel for the petitioner in rebuttal has further drawn the attention of the Court to the affidavit filed by the Vice Chairman, JDA, on 13.08.2024 in compliance to the order dated 03.06.2024. A perusal of the said affidavit reveals that the then Vice Chairman, JDA, Mr. Bhawani Rakwal, has admitted on oath that there is no record in their office indicating whether the auctioned land was encroached upon prior to the auction or thereafter, with specific date/month/year. The deponent, has further stated that in the absence of record, he is unable to apprise the Court whether the land in question was free from encumbrances prior to issuance of the auction notice. The affidavit further indicates that as per the record submitted by the Chief Town Planner, JDA, on 23.07.2015, two compound walls, a pucca structure (built-up house) and a kacha path existed within the auctioned land. The affidavit further states that thereafter report of CTP on 08.12.2025 reflects that the land measuring 5.01 Kanal is free from encroachment.
53. Lastly, learned counsel for the respondents submitted that the JDA, being aggrieved of the order dated 01.02.2023 passed by this Court, had preferred a Letters Patent Appeal bearing No. LPA No. 216/2013 before the Division Bench of this Court in which the

Hon'ble Division Bench, vide order dated 24.03.2025, has been pleased to observe as under:

"6. Having regard to the nature of the controversy involved and the order impugned passed by the learned Single Judge dated 01.02.2023 directing the appellants to hand over the possession of the un-encroached portion of land measuring 5.38 Kanals falling in Khasra Nos.92 & 94 situated at Chinore Chowk, Bantalab Jammu on the payment of the price which was fixed at the time of allotment i.e. in the year 2011, we are of the view that the writ Court may proceed to dispose of the petition finally on merits without insisting upon the execution/implementation of its order dated 01.02.2023 till next date. Ordered, accordingly.

7. We are persuaded to pass this order for the reason that with regard to the land in question, the respondent has deposited only a sum of ₹25,50,000/- since 2011 which does not even represent the value of the land for 1 Kanal as it was the time of its allotment and the order dated 01.02.2023 if implemented will finally disposed of the writ petition."

54. The said appeal was thereafter listed before the Hon'ble Division Bench on 04.11.2025, on which date it was disposed of in light of the statement made by learned counsel for the appellants that since the writ petition itself was ready for final hearing, the appeal may be disposed of to enable the appellants to pursue the matter before the learned Single Judge. While disposing of the appeal, it was made clear that the interim order dated 24.03.2025 shall remain operative till the decision of the writ petition by the learned Single Judge.
55. In compliance with the aforesaid order, this Court has taken up the writ petition and this is how the matter has been heard.

Arguments on behalf of the petitioner by way of rebuttal:

56. In rebuttal, Mr. Himanshu Beotra, learned counsel for the petitioner, submits that it is an admitted fact that pursuant to the communication dated 11.02.2011, the petitioner deposited an amount of Rs. 20,50,000/-. He contends that when it came to the knowledge of the petitioner that the site in question was encroached, the petitioner

immediately approached the respondents—JDA and apprised them of the said fact. However, no remedial measures were taken by the respondents-JDA. According to learned counsel, in these circumstances, the petitioner was not obliged to pay the remaining amount as per the terms and conditions of the allotment.

57. It is further submitted that although the petitioner had already paid Rs. 20,50,000/- towards the auctioned land, which was under encroachment, and had brought this fact to the knowledge of the respondents-JDA, no effective steps were taken by the authority. Instead, in the month of September 2011, the respondents issued another communication whereby the payment liability was modified, as pleaded by the respondents.
58. It is the specific case of the petitioner that he had brought the factum of encroachment to the knowledge of the JDA in April 2011. This assertion, though specifically pleaded in the writ petition, has neither been admitted nor specifically denied by the respondents.
59. With a view to fortify his claim, learned counsel for the petitioner has drawn the attention of the Court to the specific averments made in paragraph 7 of the writ petition, wherein it has been pleaded that the petitioner, in the month of April 2011, immediately approached the JDA and represented his grievance regarding the measurement of the auction site and the encroachment existing thereon.
60. It is pleaded that the encroachment was clearly visible at the site and included a pucca house, lanes and a gate. It was further pleaded that an assurance was extended to the petitioner by the section of respondent No. 2 that they will visit the site to verify the measurement and the encroachment.
61. Learned counsel submits that this specific averment has not been denied by the respondents while filing reply affidavit.
62. On the other hand, in the reply affidavit filed by the JDA, while responding to paragraphs 6 to 8 of the writ petition, it has been stated that part of the land put to auction was encroached upon by illegal occupants and that eviction proceedings had already been initiated. It has further been stated that out of the auctioned site, land measuring

5.01 kanals was available with the JDA and the same could have been delivered to the petitioner on proportionate cost, had he deposited the amount in terms of the Letter of Intent. The respondents have also taken a specific stand that since the petitioner defaulted in payment of the instalments, the same attracted forfeiture of earnest money as per the terms and conditions of allotment. According to the respondents, the petitioner has failed to justify the delay in payment and is, therefore, not entitled to any relief.

63. In response, learned counsel for the petitioner submits that while the respondents have taken a stand that 5.01 kanals of land was available with the JDA and could have been delivered on proportionate cost, however, the respondents have not specifically denied the assertion of the petitioner that he had, in April 2011 itself, brought the issue of encroachment and incorrect measurement to the notice of the JDA.
64. The factum of encroachment over the plot and stoppage of payment has also been acknowledged by the respondents—JDA, which is evident from Note No. 65 of the note sheet placed on record by the petitioner in the instant petition.
65. At this stage, learned counsel for the parties have drawn the attention of the Court to an application (CM No. 6152/2023) filed by the applicant seeking impleadment in the main petition. Notice in the said application had already been issued and time was granted to the non-applicant to file response, which has since been filed and supplied to learned counsel for the applicant. The record further reveals that the said application was directed to be listed along with the main matter vide order dated 29.12.2023.
66. Thereafter, the record shows that none appeared on behalf of the applicant to pursue the said application. Although Mr. Nonu S. Khera had appeared earlier, none has appeared on behalf of the applicant on the last three consecutive dates. The matter had already been heard in part by this Court on 05.02.2026, on which date also there was no representation on behalf of the applicant, and the case was directed to be listed today for further continuation. Even today, none has appeared on behalf of the applicant. An inference, therefore, can be drawn that

the applicant is not interested in prosecuting the said application. The application (CM No. 6152/2023) is, accordingly, dismissed for non-prosecution.

Legal Analysis:

67. After having heard the learned counsel for the parties at length and perusing the record meticulously, this Court finds merit in the submissions advanced by Mr. Himanshu Beotra that once the factum of encroachment over the plot came to the knowledge of the petitioner, he could not be compelled to pay the remaining amount until the encroachment was removed by the respondents. From a bare perusal of the record, it can safely be concluded that the respondents have put to auction an encroached plot on which a pucca structure was existing and thereby induced the petitioner to part with his hard-earned money to the tune of Rs.25,50,000 way back in the year 2011, which amount remained with the JDA for more than fifteen years.
68. The factum of encroachment was acknowledged by the respondents in the year 2013, wherein it was recorded that a pucca structure was already existing on the site. It can, therefore, reasonably be inferred that the said structure had existed even prior to 2013. A duty was thus cast upon the JDA to inform the petitioner about the encroached status of the plot to the prospective bidders including the petitioner so that he/they could have exercised his/their choice/option regarding participation in the bid for the land in question. Had the petitioner been aware that the plot was encroached, he would have been in a position to make an appropriate and conscious choice regarding participation in the auction and parting with an amount of Rs.25,50,000 in the year 2011, which amount thereafter remained with the JDA for more than fifteen years.
69. Thus, the petitioner was induced by the respondents–JDA to participate in the bid of an encroached plot. Once, the factum of encroachment came to the knowledge of the petitioner in April 2011, he immediately conveyed the same to the respondents-JDA and called upon them to take remedial measures. In such circumstances, the petitioner was, therefore, not obliged to pay the remaining amount in respect of the encroached site in question.

70. Significantly, the specific averment of the petitioner that he had informed the JDA about the encroachment in April 2011 has not been expressly denied in the reply affidavit. The absence of a categorical denial lends credence to the petitioner's assertion and reinforces the position that the respondents were aware of the issue at an early stage.
71. On the contrary, the respondents have admitted the factum of encroachment and have even identified the encroacher, but have not disclosed the exact date of encroachment, thereby attempting to shift the burden onto the petitioner and to justify forfeiture of earnest money.
72. This Court, in the aforesaid backdrop, is of the considered view that the petitioner cannot be placed in a disadvantageous position due to the fault on the part of JDA in putting to auction an encroached property, particularly when the petitioner, in a *bona fide* manner, deposited the earnest money in compliance to the communication dated 11.02.2011. Thus, whatever was required on the part of the petitioner in terms of the said communication had been complied with. The record substantiates that the later communication issued in September 2011 modifying the demand came after the petitioner had already brought the encroachment to the notice of the JDA. A corresponding duty was, therefore, cast upon the JDA to take remedial measures, but the respondents-JDA continued to proceed on the premise that the petitioner was in default of instalments and sought to shift the onus onto him, so as to justify forfeiture of earnest money. It is a very strange case that the respondents-JDA utilized the huge amount of money of the petitioner for more than 15 years without allotting the plot in favour of the petitioner, even after the land, to the extent of approximately 5.01 kanals, was stated to be available which was free from all encumbrances, for which the petitioner was willing to pay the cost even as on today.
73. It is true that a Letter of Intent, by itself, does not create a concluded contract unless followed by a formal allotment order in accordance with law. However, where the authority accepts consideration pursuant to such Letter of Intent and continues to retain the same for

an inordinate period, without either cancelling the allotment in accordance with law or refunding the amount, it cannot subsequently rely upon the technical nature of the Letter of Intent to defeat the legitimate rights of the allottee. A public authority, having accepted and retained substantial amounts from a citizen, is under a corresponding obligation to act fairly, transparently and within a reasonable time, and cannot take advantage of its own inaction to the prejudice of the allottee.

74. The contention of the respondents that the Letter of Intent stood automatically cancelled and that the earnest money was liable to be forfeited, cannot be accepted in the facts and circumstances of the present case. Forfeiture clauses, though contractual in nature, cannot be invoked mechanically or arbitrarily, particularly when the alleged default itself is attributable to the authority. The Hon'ble Supreme Court in "**Kailash Nath Associates v. Delhi Development Authority**", (2015) 4 SCC 136, has held that forfeiture of earnest money must satisfy the test of reasonableness and cannot be sustained where the breach is not attributable to the allottee.
75. Thus, no fault can be attributed to the petitioner so as to justify forfeiture of his earnest money or denial of allotment, especially when the relevant notings placed on record support the stand of the petitioner that the issue of encroachment had been raised by him at the earliest point of time, which was also the reason for stoppage of further payment. However, there is no denial on the part of the respondents that the notings relied upon by the petitioner is not issued from their office, rather, the learned counsel for the JDA, has also relied upon the same notings to advance his case. The own record of the respondents acknowledges the existence of a pucca structure on the plot. Once, such a structure existed on the plot, it is not forthcoming from the record as to how and under what circumstances, the same was allotted to the petitioner. Throughout, the respondents have played hide and seek with the petitioner regarding the actual date of encroachment, with a view to defeat his right to obtain possession of the said plot.

76. The respondents have taken inconsistent stands regarding the date of encroachment. In a later affidavit filed by the Vice Chairman, JDA, the concerned officer has stated that the department is not aware of the exact date of encroachment, whereas earlier records acknowledge the existence of a pucca structure at the site. Thus, there is a deliberate attempt on the part of JDA to mislead this Court by taking contradictory stand. This shows absence of clarity on the part of the JDA and the consequences thereof cannot be fastened upon the petitioner. Accordingly, this Court is of the opinion that the respondents-JDA, by no stretch of imagination, could have auctioned the plot or accepted the earnest money of the petitioner and then forfeited the same by shifting the onus onto the petitioner for such default, when the fault, if any, was attributable to the JDA.
77. For any inaction or lapse on the part of the JDA in auctioning an encroached plot, the petitioner cannot be penalized. Rather, this is a fit case where the respondents-JDA deserves to be burdened with costs for taking contradictory stand with a view to mislead this Court and also for retaining the hard-earned money of the petitioner for more than 15 years without handing over possession of the plot in question, even after the land was stated to be free from encumbrances. The delay in making further payment cannot be attributed to the petitioner in respect of an encroached plot, particularly when the JDA, being a public authority, ought to have acted fairly and proceeded with the auction only if the plot was free from all encumbrances. Such conduct cannot be countenanced in law and must be examined in the light of the legal principles laid down by the Hon'ble Supreme Court governing the obligations of State authorities and the rights of citizens in matters relating to property and allotment.
78. The Hon'ble Apex Court in the case of "**K. Jayaram and others vs Bangalore Development Authority and others**' 2022 (12) SCC 815, has held as under:

"38....As per settled law, the party who invokes the extraordinary jurisdiction of this Court under Article 32 or of a

High Court under Article 226 of the Constitution is supposed to be truthful, frank and open.

He must disclose all material facts without any reservation even if they are against him. He cannot be allowed to play "hide and seek" or to "pick and choose" the facts he likes to disclose and to suppress (keep back) or not to disclose (conceal) other facts. The very basis of the writ jurisdiction rests in disclosure of true and complete (correct) facts. If material facts are suppressed or distorted, the very functioning of writ courts and exercise would become impossible...."

79. Similar view was taken by the Hon'ble Apex Court in case titled **"Dnyandeo Sabaji Naik and another vs. Mrs. Pradnya Prakash Khadekar & Ors"**. Reported in **"2017 SCC (5) 496"** wherein it was held as under:

"13. This Court must view with disfavour any attempt by a litigant to abuse the process. The sanctity of the judicial process will be seriously eroded if such attempts are not dealt with firmly. A litigant who takes bribes with the truth or with the procedures of the Court should be left in no doubt about the consequences to follow. Others would not venture along the same path in the hope or on a misplaced expectation of judicial leniency. Exemplary costs are inevitable, and even necessary, in order to ensure that in litigation, as in the law which is practised in our country, there is no premium on the truth."

80. This Court in **'Fayaz Ahmed Ganie and another vs. UT of J&K and others, WP(C) No. 2760/2025**, decided on 12.11.2025, has held as under:

"31. The Apex Court has time and again addressed the issue of concealing material facts in petition, emphasizing the importance of full disclosure of the material facts and the potential consequences of suppression. When a party suppresses material facts, it renders the proceedings a nullity.

It is the duty of every litigant to disclose all material facts, as withholding material facts from the Court not only undermines the process of justice but is also violation of the principle of "coming to the Court with Clean Hands." The Apex Court has further observed that failure to disclose material facts could lead to the dismissal of the petition, even if it has merit otherwise. Thus, the imposition of costs for concealment of material facts has been used as a remedy to deter such fraudulent practices.

.....

35. Since the petitioners have approached this Court by concealment of the facts, therefore, it is a fit case where costs are required to be imposed upon the petitioners. Accordingly, the petitioners are burdened with costs of Rs. 20,000/-, to be deposited by the petitioners in the Advocate's Welfare Fund, within a period of two weeks. The costs have been imposed upon the petitioners with a sole object to deter such unscrupulous persons to approach this Court with unclean hands, who try to mislead this Court."

81. This Court in case titled "**Fayaz Ahmad Rather v/s U.T of J&K and ors.**", bearing LPA NO.20/2023 c/w LPA NO.46/2023 decided on 03.04.2023 has and observed as under:

"23.....A litigant is bound to state all facts which are material or relevant to the litigation." The litigant must candidly state all the facts before the court without reservation. He cannot be permitted to play "hide and seek" or to "pick and choose" the facts he likes to disclose and keep back or conceal facts. Page 18 of 21 WP(C) 2760/2025 Page 19 of 21 WP(C) 2760/2025 Jugglery, manipulation, maneuvering or misrepresentation has no place in equitable and prerogative jurisdiction. Suppression of material facts, concealment of full details of litigation, present and past, between the parties qua subject matter of dispute, distortion or manipulation of relevant facts, misleading the court by stating false facts or withholding true facts

disentitle a party to invoke equitable jurisdiction under Article 226 of Constitution of India.”

82. In similar circumstances this Court in **Satpal Sharma and ors. v/s State of J&K and others, OWP No. 2015/2018**, decided on 20.09.2024, while dealing with a case involving misleading stand and abuse of the process of law, imposed costs and held as under:

“66. Accordingly, with a view to deprecate such practice of suppression of material facts, this Court imposes a cost of Rs.50,000/- on the petitioners, to be paid jointly by them, within a period of two weeks from the date of pronouncement of this order, which is to be deposited in the Advocates’ Welfare Fund of this Court. It is made clear that in case the costs imposed by this Court is not deposited within the aforesaid period, the Registry will list this petition after two weeks, only for this limited purpose for compliance.”

The aforesaid judgments clearly lays down that where a party misleads the court or adopts inconsistent stands, the Court can impose the costs with a view to deter such practice and also to compensate for the prejudice caused to the party with a view to preserve the sanctity of judicial proceedings.

83. The facts and circumstances of the present case, coupled with the material placed on record, clearly indicate lack of bona fides on the part of the respondents–JDA from the very inception. The record demonstrates that the respondents were aware of the encroached status of the plot even prior to issuance of the auction notice, yet they proceeded to advertise the said plot and induced the petitioner to participate in the auction and deposit substantial amounts. Such conduct, on the part of a statutory authority, reflects arbitrary and unfair exercise of power and a conscious disregard of their duty to ensure that only land free from encumbrances is put to auction. Such conduct of JDA cannot be approved which caused grave prejudice to

the rights of the petitioner, who has been made to suffer for the fault and inaction of the respondents–JDA.

84. In light of the law laid down in similar facts and circumstances of the case, it can safely be concluded that the respondent–JDA, in the peculiar facts and circumstances of the present case, ought to have given an alternate plot to the petitioner if the same was encroached, or else refunded the amount to the petitioner. However, the respondents–JDA have unjustly enriched itself by retaining the money of the petitioner unauthorizedly for more than fifteen years, and no offer was even made to give an alternate plot to the petitioner in case, there was any impediment in handing over the said plot to him. Both the eventualities have not occurred, and the petitioner has been put in a disadvantageous position for no fault of his. Thus, it is a fit case where the JDA should be burdened with costs for such arbitrary use of power. The petitioner was deprived of his hard-earned money for more than fifteen years and simultaneously, deprived of the plot in question as well. The respondent–JDA has placed itself in a win-win situation, as it has neither given the plot to the petitioner nor refunded the money and has retained the same unauthorizedly.
85. The aforesaid conclusion drawn by this Court is fully supported by the settled legal position laid down by the Hon’ble Supreme Court governing the obligations of development authorities in matters of allotment and delivery of possession. The Apex Court in **‘Bangalore Development Authority vs. Syndicate Bank’, 2007 SCC 6 711**, has held as under:

“10(a) Where the development authority having received the full price, does not deliver possession of the allotted plot/flat/house within the time stipulated or within a reasonable time, or where the allotment is cancelled or possession is refused without any justifiable cause, the allottee is entitled for refund of the amount paid, with reasonable interest thereon from the date of payment to date of refund. In addition, the allottee may also be entitled to compensation, as may be decided with reference to the facts of each case.”

Thus, in light of the aforesaid authoritative pronouncement of the Hon'ble Supreme Court, the action of the respondents—JDA in retaining the petitioner's money for an inordinate period without handing over possession of the allotted land, is wholly unjustified and arbitrary. The petitioner, therefore, cannot be made to suffer for the lapses and inaction on the part of the respondents—JDA.

86. The Allahabad High Court in similar facts and circumstances in case titled "**Ganesh Prasad vs. Lucknow Development Authority and others**", Misc. Bench No. 281/1997a/w connected matters, decided on 21.10.2011, has held as under:

"98. In the present case, the petitioners/allottees are fighting for their rights since more than 25 years and have suffered not only financial loss but mental pain and agony and failed to settle themselves by constructing their house over the plot in question, for more than 25 years. Hence, the petitioner Ganesh Prasad seems to be entitled for exemplary costs, apart from interest on the amount deposited to L.D.A, after the allotment of plot.

*99. Admittedly, the petitioner Ganesh Prasad has deposited the entire cost of plot in the year 1984. The entire cost deposited by the petitioner, is lying with the L.D.A On the one hand, the petitioner has suffered mental pain, agony and financial loss and could not get the possession of plot to construct his own house in the city of Lucknow, on the other, from the money deposited by the petitioner Ganesh Prasad, the L.D.A Invested the amount in its business. It is the instance of unjust enrichment. Hon'ble Supreme Court in the case reported in **(2011) 8 SCC 161: Indian Council for Enviro-Legal Action v. Union of India**, has defined the "unjust enrichment as under:*

"UNJUST ENRICHMENT"

"152. 'Unjust enrichment' has been defined by the court as the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the

fundamental principles of justice or equity and good conscience. A person is enriched if he has received a benefit, and he is unjustly enriched if retention of the benefit would be unjust. Unjust enrichment of a person occurs when he has and retains money or benefits which in justice and equity belong to another.”

87. The petitioner, having been declared the highest bidder and having complied with the essential terms and conditions of the allotment, had acquired a legitimate and enforceable right to seek allotment and possession of the land in question. The said right, which was expected to fructify into a vested right in property upon fulfillment of the requisite formalities, was unjustly defeated due to the inaction and arbitrary conduct of the respondents–JDA. As a result, the petitioner was wrongfully deprived not only of the property to which he had become lawfully entitled, but also of the substantial amount deposited by him in furtherance of such allotment. The action of the respondents–JDA, therefore, has the effect of infringing the petitioner’s valuable right to property, which could not have been defeated except in accordance with law.
88. The Hon’ble Apex Court in “**State of U.P. and others vs. Manohar**”, (2005) 2 SCC 126, has held as under:

“6. Having heard the learned counsel for the appellants, we are satisfied that the case projected before the court by the appellants is utterly untenable and not worthy of emanating from any State which professes the least regard to being a welfare State. When we pointed out to the learned counsel that, at this stage at least, the State should be gracious enough to accept its mistake and promptly pay the compensation to the respondent, the State has taken an intractable attitude and persisted in opposing what appears to be a just and reasonable claim of the respondent.

“7. Ours is a constitutional democracy and the rights available to the citizens are declared by the Constitution. Although Article 19(1)(f) was deleted by the Forty-fourth Amendment to the Constitution,

Article 300-A has been placed in the Constitution, which reads as follows:

“300-A. Persons not to be deprived of property save by authority of law.—No person shall be deprived of his property save by authority of law.”

- 8. This is a case where we find utter lack of legal authority for deprivation of the respondent's property by the appellants who are State authorities. In our view, this case was an eminently fit one for exercising the writ jurisdiction of the High Court under Article 226 of the Constitution. In our view, the High Court was somewhat liberal in not imposing exemplary costs on the appellants. We would have perhaps followed suit, but for the intransigence displayed before us.”*
89. The manner in which the respondents—JDA proceeded in the present case reflects a disturbing lack of fairness expected from a public authority. A statutory development authority, entrusted with management of public land, is expected to act with transparency and due diligence before putting property to auction. Auctioning land which was not free from encumbrances, accepting substantial amounts from a citizen, and thereafter attempting to shift the consequences of its own lapses onto the allottee, does not comport with the standards of fairness, reasonableness and accountability that govern State instrumentalities.
90. The record also discloses a serious lapse in the discharge of statutory obligations and an absence of the degree of administrative care expected from a public body dealing with valuable public property. Such functioning not only causes grave prejudice to individual citizens but also undermines the credibility and institutional integrity of public authorities entrusted with developmental functions. This Court strongly disapproves such approach and expects the JDA to exercise greater care, transparency and responsibility in future so that recurrence of such situation is avoided.

Conclusion:

91. In view of the aforesaid discussion and the findings recorded hereinabove, this Court deems it proper to allow and dispose of the petition with the following directions:

- i) The respondents—JDA shall, within a period of one week from the date of receipt of this order, calculate the total sale consideration in respect of the land originally auctioned in favour of the petitioner measuring 5.38 kanals falling under Khasra Nos. 92 and 94, situated at Chinor Chowk, Bantalab (Chak Changarwan), Jammu, pursuant to advertisement notice dated 24.01.2011 and Letter of Intent No. JDA/Land/8254-62 dated 11.02.2011 read with communication No. JDA/LS/5278-86 dated 12.09.2011, strictly on the basis of the rates and interest component applicable at the relevant time when the allotment process was initiated and culminated in the allotment order, and not on the basis of the presently prevailing rates, as no fault is attributable to the petitioner. While doing so, the respondents shall prepare separate calculation sheets indicating: (i) the sale consideration payable in respect of the land measuring 5.01 kanals found available and free from encumbrances, and (ii) the sale consideration payable in respect of the remaining land measuring approximately 0.37 kanals or equivalent area, which shall be allotted to the petitioner in the same vicinity or nearest available adjacent area in lieu of the encroached portion, so as to ensure that the petitioner receives the full extent of land originally auctioned in his favour. The said calculation sheets shall clearly reflect the total consideration, the amount already deposited by the petitioner, and the balance amount

- payable, and shall be communicated to the petitioner through registered post within the aforesaid period.
- ii) Upon receipt of the aforesaid calculation sheets, the petitioner shall deposit the balance amount so determined by the respondents–JDA, within a period of one month thereafter.
- iii) Upon receipt of the aforesaid amount and upon completion of all requisite codal formalities, the respondents–JDA shall, within a period of four weeks thereafter, hand over possession of the land measuring 5.01 kanals found free from encumbrances, along with possession of the equivalent land allotted in lieu of the encroached portion measuring approximately 0.37 kanals, free from all encumbrances.
- iv) Having regard to the facts and circumstances of the case, and taking note of the misleading stand adopted by the respondents–JDA before this Court as well as the inordinate delay caused in addressing the grievance of the petitioner, which resulted in prolonged and unwarranted litigation, this Court deems it appropriate to impose costs on both counts. Accordingly, costs of Rs. 25,000/- are imposed upon the respondents–JDA for misleading this Court, which shall be borne by the Officer/s who has/have filed such wrong affidavit or taken contradictory stand with a view to mislead this Court after conducting proper enquiry by respondent No. 1.
- v) Further sum of Rs. 25,000/- is imposed for the inordinate delay and unjustified retention of the petitioner's money. The aforesaid amount, in nutshell to the tune of Rs. 50,000/-, shall be deposited by the respondents–JDA with the Advocates' Welfare Fund within a period of four weeks from the date of

pronouncement of this order. It is made clear that in case the costs imposed by this Court are not deposited by the respondents—JDA within the aforesaid period, the Registry is directed to list this petition after the expiry of aforesaid period of four weeks only for this limited purpose for compliance of this order.

92. The petition stands **disposed of** in the above terms.

(Wasim Sadiq Nargal)
Judge

Jammu:

25.02.2026

Michal Sharma/PS

Whether the order is speaking : *Yes*
Whether approved for reporting : *Yes*