



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

LPA No. 257/2025

Reserved on: 14.05.2026
Pronounced on: 30.05.2026
Uploaded on: 30.05.2026

Whether the operative part or full
judgment is pronounced:Full

UT of Jammu and Kashmir and others

Appellants

Through: - Mr. Numan Idrees G.A.

vs

Mohd. Shafi Yattoo and others

...Respondent(s)

Through: - Mr. Mian Tufail Advocate

CORAM: **HON'BLE MR. JUSTICE SANJEEV KUMAR, JUDGE**
HON'BLE MR. JUSTICE SANJAY PARIHAR JUDGE

JUDGMENT

Sanjeev Kumar, J

1 This intra-Court appeal by the appellants filed under Clause 12 of the Letters Patent arises from a common order and judgment dated 14.07.2025 passed by a learned Single Judge of this Court ["the writ Court"] in WP(C) No. 1058/2021 titled 'Mohd. Shafi Yattoo & ors vs UT of Jammu and Kashmir and others' and in WP(C) No. 894/2021 titled 'Shahid Gul vs UT of Jammu and Kashmir and others', whereby the writ Court has allowed both the writ petitions and directed the appellants herein (respondents in the writ petitions) to release the remuneration in



favour of the respondents herein (writ petitioners in the writ petitions) up to 20.03.2020 at the rate at which they were drawing it as per their service contracts.

2 The impugned judgment is assailed by the appellants primarily on the ground that the writ Court has not appreciated that the services of the respondents were utilized only up to the ending of June 2019 as per the terms of their contracts and thereafter their services were dispensed with in terms of Circular dated 02 August, 2019 in respect of the respondents engaged for preparation of zonal plans of Srinagar Metropolitan Region, whereas the services of the respondents who were engaged for preparation of Master Plan/Zonal Plans of Anantnag town were dispensed with by a separate circular issued on 18th June 2019. It is, thus, the primary grouse of the appellants that the writ Court ignored both the circulars and directed payment of remuneration in favour of the respondents up to 20.03.2020 without there being any documentary evidence that the respondents had worked up to 20.03.2020.

3 Before we advert to the grounds of challenge, we deem it appropriate to set out a few facts as are relevant to the disposal of this appeal.

4 The Srinagar Development Authority ["SDA"] vide Advertisement Notification No.02/SDA of 2017 dated 07.07.2017 invited applications for hiring professionals in different fields for preparation of zonal plans of Srinagar city purely on contractual basis for a period of 12 months. Similarly, an Advertisement Notification was issued by the Chief Town Planner, Town Planning Organization, Kashmir ["CTPK"] on 4th May 2017 for hiring subject specialists/consultants and professional experts for preparation of Master Plan/Zonal Plans of Anantnag city purely on contractual basis for a period of 12 months. The respondents responded to the aforesaid two Advertisement Notifications and came to be selected by a Committee constituted by the Government in the Department of GAD. Vide order



dated 16.11.2017, some of the respondents came to be hired as professionals on temporary basis for preparation of zonal plans of Srinagar Metropolitan Region. On similar lines, the CTPK hired the services of some of the respondents as professionals/experts for preparation of Master Plan/Zonal Plans for Anantnag city in terms of its order dated 29th June 2018. As is evident from the orders of appointment of respondents 1 to 6, their services were hired by SDA for a period of 12 months, i.e., w.e.f. March 2018 to February 2019. Later, the period of contract for the professionals working on Srinagar Master Plan was extended for a further period of six months, i.e., up to 31st August 2019. There is no dispute that the professionals working on Srinagar Master Plans were paid their remuneration as per the terms of their contract up to 31st August 2019. So far as the professionals hired for preparation of Master Plan/Zonal Plans for Anantnag city are concerned, they were similarly hired for a period of 12 months, i.e., w.e.f. July 2018 to June 2019 and were paid remuneration for the said period.

5 It is on record that there was no further extension granted to either set of professionals beyond the period of their contract. It is the contention and the case of the respondents that notwithstanding that they were not given any formal extension, their services were utilised by the appellants beyond the period of their contract but they were not paid remuneration. As a matter of fact, the respondents in their writ petitions claimed that they were performing their duties even on the date of filing of their writ petitions, i.e., 18.05.2020.

6 The writ Court did not agree with the stand of the appellants that the respondents did not perform any services after 31st August 2019 in respect of Srinagar professionals and beyond June 2019 in so far as the Anantnag professionals were concerned. On the basis of material on record, including the experience certificates issued by the appellants in favour of the respondents, the writ Court concluded that the respondents had worked beyond the period of their



contract up to 20.03.2020 and were, therefore, entitled to the remuneration which they were drawing in terms of their service contracts. Accordingly, the writ petitions were allowed to the aforesaid extent.

7 Having heard learned counsel for the parties and perused the material on record, the only question that begs determination in this appeal is whether the respondents continued to perform their duties notwithstanding that CTPK, vide circular dated 2nd of August 2019 issued in respect of Srinagar professionals and circular dated 18.06.2019 issued in respect of Anantnag professionals, had dispensed with their services and, if they have continued to perform their duties notwithstanding the termination of their contract of services, whether they are entitled to any remuneration and, if yes, from which authority, office, or officer.

8 Facts are not much in dispute. The services of the respondents were governed by the orders of their appointments. Indisputably, the respondents were hired for preparation of zonal plans of Srinagar Metropolitan Region for a period of 12 months or till completion of the zonal plans, whichever was earlier. The order was to take effect from the date of commencement of work on zonal plans. This is so specifically indicated in conditions No. 6 and 8 of the order dated 16.11.2017 passed by the Vice Chairman, SDA. There is also no dispute that their service contract was extended for a further period of 06 months i.e. up to 31 August 2019 and they were paid the remuneration up to the said period. Similarly, the respondents who were hired for preparation of master plan/zonal plans for Anantnag town for a period of 12 months i.e. w.e.f. July 2018 to June 2019 were paid the remuneration as per the terms of their service contract. The then Chief Town Planner Kashmir, namely Fayaz Ahmad Khan, under whose supervision the respondents were performing their duties, issued a circular dated 2nd of August 2019 informing all the concerned, including the respondents engaged as contractual professionals, that their hired professional services would be deemed to



be disengaged w.e.f. 1st of September 2019. They were even called upon to hand over all the data and work accomplished by them with respect to the zonal plans of Srinagar Metropolitan Region along with surrendering of laptops/computers/pen drives/hardware etc. The same Town Planner issued another circular dated 18th of June 2019 in respect of the respondents who were hired as professionals for preparation of master/zonal plans of Anantnag city. They were specifically informed that their services would be deemed to have been disengaged w.e.f. 1st of July 2019.

9 It is, therefore, intriguing to find that the respondents, as is claimed and asserted by them, continued to perform their duties despite the aforesaid two circulars issued by the CTPK. It is also worthwhile to take judicial notice of the fact that the conditions for the work which the respondent professionals were supposed to undertake were not congenial after 5th of August 2019 due to the situation that had erupted in the valley post abrogation of Article 370 of the Constitution of India. This was followed by the COVID-19 pandemic. In these circumstances, it is little difficult to believe that the respondents continued to perform their duties under verbal orders of the appellants beyond 31st of August 2019 (Srinagar professionals) and 31st of June 2019 (Anantnag professionals).

10 The writ Court has placed strong reliance on a communication dated 27 August 2021 written by CTPK to the Principal Secretary, Housing and Urban Development Department wherein the then CTPK, Mr. Iftikhar Ahmad Hakim, has intimated to the Administrative Department that as per his office inquiry and record, the circulars dispensing with the services of the respondents were not served on the professionals and that these contractual professionals continued up to 20.03.2020. The writ Court has also placed reliance upon the experience certificates appended by the respondents with their writ petitions. A perusal of the experience certificates does indicate as if the respondents were performing their



duties till the date of issuance of the said certificates i.e. 08.06.2020. Interestingly, the certificates have been issued by the then Chief Town Planner, Fayaz Ahmad Khan. Be it noted that it is the same Fayaz Ahmad Khan, Chief Town Planner, Kashmir, who vide the two circulars (supra) dispensed with the services of the respondents. We are not persuaded to believe that the respondents, who were working directly under the Chief Town Planner Kashmir, were not served with or were not aware of the circulars dispensing with their services after the expiry of their contractual period.

11 From the documentary evidence on record and the communications which have ensued within the Department, it is abundantly clear that the services of the respondents, which were governed by a written contract, were not continued beyond 31 August 2019 in respect of Srinagar professionals and beyond 31 June 2019 in respect of Anantnag professionals. Not only that the competent authority did not extend the term of their contract, but the then CTPK, who was none other than Fayaz Ahmad Khan, issued two separate circulars dispensing with the services of the respondents and informing them to submit the data and other equipments issued to them for performance of their duties. What seems clear is that after the termination of contract and taking the benefit of the situation prevailing in the valley post abrogation of Article 370 of the Constitution of India followed by the COVID-19 pandemic, the respondents did not submit the complete data and the work done by them during their contract period, which was, of course, submitted somewhere in the middle of 2020. It is for this period the respondents staked claim for remuneration though they had not performed any duties. Despite repeated queries, the respondents could not show us any order issued by the competent authority permitting them to perform their duties beyond the period of contract. Rather, there was documentary evidence on record that their contract was formally terminated and they were discharged from their duties by issuance of two circulars



by the CTPK, one for respondents hired for Srinagar and the other in respect of the respondents hired for Anantnag. It is also interesting to note that the respondents claimed to be performing their services even on the date of filing of the writ petition i.e. somewhere in June 2020, though the writ Court has found them having performed their duties up to 20.03.2020.

12 In view of the aforesaid evidence on record, we are of the considered opinion that the respondents have miserably failed to demonstrate that they have performed their duties beyond the period of their contract. The experience certificates are, on the face of it, managed in connivance with the CTPK only with a view to defraud the public exchequer. We fail to understand as to how Mr. Fayaz Ahmad Khan, the CTPK, who had issued the twin circulars discharging the respondents from the contractual services, could issue certificates in their favour certifying that they were performing their duties beyond the period of their tenure and after the order of their discharge. The experience certificates as also the reports have been prepared only with a view to confer wrongful benefit upon the respondents by illegitimately taking the benefit of the fact that the respondents submitted the complete data and the equipment placed at their disposal like laptops/computers etc. for performance of their duties as late as in the year 2020. It is, thus, clear that a concerted effort was made to give the respondents the benefit of submitting the data and the equipment much after the termination of their contract. Who would believe that the respondents, who were working directly under the CTPK, were not aware of the circulars issued by it, more particularly when the circulars pertained to them and were with respect to the discharge of their services. The circulars themselves clearly indicated that the same were sent to all the concerned including the respondents for information and compliance.



13 For the foregoing reasons, we are convinced that the judgment passed by the writ Court is not factually correct. Consequently, this appeal is allowed and the order of the writ Court is set aside and the writ petitions dismissed.

(SANJAY PARIHAR)
JUDGE

(SANJEEV KUMAR)
JUDGE

Whether the order is speaking: Yes
Whether the order is reportable: Yes

Jammu
Sanjeev
30 .05.2026