

HIGH COURT OF JAMMU & KASHMIR & LADAKH
(OFFICE OF THE REGISTRAR GENERAL)

No. 1152/07/2024/RC

Dated 15/07/2024

NOTIFICATION

In exercise of powers conferred under Article 235 of the Constitution of India and all other enabling provisions, the High Court of Jammu & Kashmir and Ladakh hereby makes the following Rules for Grant of Right of user with respect to identified Space/Enclosures in the Court Premises/Buildings for running Public Utility Services therein and also for the Management of funds generated therefrom-,

1. Short title, commencement and application:

(i) These Rules may be called as the **High Court of Jammu & Kashmir and Ladakh (Grant of Right of User over Space/Enclosures in the Court Complexes for running Public Utility Service) Rules 2023.**

(ii) They shall come into force from the date of their publication in the Government Gazette.

(iii) They shall apply to all the Judicial Court Complexes, under the Control & Jurisdiction of High Court of Jammu & Kashmir and Ladakh.

2. Definitions: In these Rules unless the context otherwise requires. -

(a) “**High Court**” means the High Court of Jammu & Kashmir and Ladakh;

(b) “**Building & Infrastructure Committee**” means the Building & Infrastructure Committee of the High Court of Jammu & Kashmir and Ladakh;

(c) “**District Judge**” means the Principal District Judge of the concerned District;

(d) “**Registrar General**” means “Registrar General of the High Court of Jammu & Kashmir and Ladakh.

(d) “**Registrar Judicial**” means Registrar Judicial of the Jammu/Srinagar wing of the High Court of Jammu & Kashmir and Ladakh.

(e) **“Court Complex”** means the Court Buildings and the open or covered space appurtenant thereto owned and possessed exclusively by the Courts;

(f) **“Enclosure”** means the built or unbuilt specific area in the Court Complexes;

(g) **“Fund”** means the amount lying deposited in the Savings Bank Account maintained for each Court Complex for deposition of the licence fee or damages received from the Grantees/licensees of the Space/Enclosures allotted to them for running the Public Utility Service;

(h) **“Site plan”** means the site plan of each Court complex got prepared by the Registrar General in case of High Court building and in case of District Court building by the District Judge, concerned from the Public Works Department (Roads & Building) and approved by the Chief Justice.

(i) **“Public Utility Service”** means a service in the nature of “Canteens”, “Photostat”, “Computer/Type-writing services”, “Stamp vending Kiosks”, “Parking lots” and any other service of like nature, as may be proposed by the Building & Infrastructure Committee and approved by the Chief Justice.

3. Submission of Site plans to the High Court.

(i) Within 30 days after coming into force of these rules, Registrar General and District Judge of every District **in consultation with members of the Bar**, shall submit the site plan to the Building & Infrastructure Committee, depicting therein the total area of the Court premises under their control and the specific portions thereof which are being used or proposed to be used for the purpose of running different Public Utility Services.

(ii) After approval of the site plan by the Building & Infrastructure Committee and the Chief Justice, same shall be sent back to the Registrar General/ District Judge concerned to be kept by them with the Registrar Judicial /Chief Administrative Officer of their respective offices and same shall be open to inspection by the general public under the supervision of the Registrar Judicial or Chief Administrative Officer (as the case may be), on the payment of inspection fee of Rs. 500/-, to be paid in the form of Court Fee stamps.

(iii) The Registrar General/District Judge may, with the prior approval of the **Chief Justice**, amend the site plan in accordance with the need of the day.

However, such an amendment shall be effective only after the expiry of the licence/Allotment period of the party who is affected by the same.

4. Subsisting Allotment/licences etc to lapse on expiry of time fixed or after 6 months from the date of Publication of these Rules :

Any enclosure in any Court Complex which has already been allotted or occupied for running a Public Utility Service shall continue to be run by the person/Agency concerned till the period of his/her/its license is over and thereafter, such portion/space shall also be put to auction. In case no period of allotment/license has been fixed, the license/allotment of any such person shall stand terminated on expiry of six months from the date these rules are published.

5. Auction of enclosures.

(a) In the month of March every year, on a date to be fixed by the Registrar General/ District Judge and previously notified, the enclosures shall be auctioned for allotment by Registrar General/ District Judge w.e.f. the first day of April next.

(b) The period of allotment can be extended, with the prior approval of the **Chief Justice**, for a further period of one year on existing conditions, in case of satisfactory service by the Grantee.

(c) The Grantee at the time of applying for the bid shall submit an undertaking in the Form **Appendix-A**, to abide by the conditions prescribed. This Form may be amended keeping in view the situation/character of the enclosures allotted.

(d) The documents executed by the Grantee shall remain in the custody of the Registrar Judicial/ Chief Administrative Officer (CAO) of the District under his lock and key.

6. Payment of licence/User Charges.

(a) The Allottee/Grantee shall execute a License Agreement which Registrar General/District Judge concerned which shall be in Form-**Appendix-B** or such other Form as may be recommended by the Building & Infrastructure Committee.

(b) The Allottee/Grantee shall deposit 25% of the Licence /user-fee within 7 days after the date of allotment/grant and shall deposit the balance amount within one month of the commencement of the allotment/licence period.

(c) In case of failure by the allottee/grantee to deposit the licence fee within the prescribed time, the first deposit of 25% of the fee/user charges shall be forfeited and the Space/Enclosure shall again be put to auction for the remaining period. The first allottee/grantee shall be liable to pay the difference, if any, between the licence fee, if the subsequent allotment/grant is for lesser amount.

7. Payment and collection Account.

(a) Nazir High Court/District Court shall open and maintain a Savings Bank Account in which money received on account of allotment/licences fee and damages shall be deposited.

(b) A payment and collection account shall be maintained by the Nazir of High Court/District Court concerned (as the case may be) for each space/enclosure and license separately in Form-**Appendix-C**. A register in Form-**Appendix-D** shall also be maintained by him for keeping monthly record of the expenditure. The Registrar General/concerned District Judge himself or through any officer authorised by him shall inspect these accounts every month and shall submit a detailed report about the recovery of license fee/user charges and the expenditure, to the Building & Infrastructure Committee.

8. Expenditure from Fund.

(1) The expenditure can be incurred from the fund on the following items,-

- (a) Cleanliness, upkeep and beautification of Judicial Court Complex;
- (b) Facilities for the litigants, Lawyers and Court Staff.
- (c) Minor construction and repairs to be affected in Court Complex;
- (e) For organising functions on the directions of the High Court or District Judge Concerned,
- (f) Any other purpose of like nature.

(2) In case the estimated expenditure for undertaking any work of the nature mentioned in Rule (8) requires an expenditure of more than Rs 1,00,000/- the Registrar General or the District Judge concerned (as the case may be) shall submit a detailed proposal of the proposed work to the Building & Infrastructure Committee and in case of District Court Complex also to the Administrative Judge of the District concerned. After the proposal is approved by the building & infrastructure committee in case of High Court and by Building & Infrastructure Committee and the Administrative Judge in case of District Court Complex, the expenditure from the fund to the extent approved can be incurred.

(3) In case the expenditure required for any work of the nature mentioned in Rule (8) does not exceed Rs. 1,00,000/-, the Registrar General/District judge shall be entitled to incur such expenditure and submit a detailed report of the work undertaken & expenditure incurred to the building & infrastructure Committee. District Judge shall also submit a copy of the report to the Administrative Judge of the District.

9. Quarterly statement of collection, expenditure and arrears,-

A quarterly statement in Form **Appendix-E** showing the amount received as licence fee and damages, the arrears and the expenditure, together with the necessary explanation, shall be submitted by the Registrar General/ District Judge concerned, to the Building & infrastructure Committee of High Court.

10. Supervision of the Enclosures and of the Public Utility Services,-

All the enclosures within the High Court Complexes and District Court Complexes shall be under the supervision of the Registrar Judicial/ District Judge Concerned (as the case may be). Registrar Judicial/District Judge concerned either himself or through any officer subordinate to him shall make periodical visits to the Enclosures and to verify the standard of services being provided therein and also to ascertain that conditions of licence agreement are being strictly adhered to by the allottee/grantee concerned and submit a quarterly report of the same to the Building & infrastructure Committee of the High Court.

11. Arbitration: In case of any dispute the matter shall be referred to Arbitrator to be appointed by Registrar General/District Judge (as the case

may be) and the decision of the Arbitrator on any such dispute shall be final and binding on both the parties.

12. Repeal & Savings

All the previous rules, guidelines, instructions governing any matter covered by these rules, which are inconsistent to these rules, shall stand repealed from the date these rules are published in the Government Gazette. However, the repeal of the previous rules shall not in any manner affect the legality of any action taken under the said Rules.

By Order of the High Court


15/07/24.
(Shahzad Azeem)
Registrar General

No: 25114-48/RG

Dated: 15/07/2024

Copy forwarded to the:-

1. Principal Secretary to Hon'ble the Chief Justice, High Court of Jammu & Kashmir and Ladakh.
2. Secretary to Hon'ble Mr. Justice _____ for information of his Lordship.
3. Secretary to Government Department of Law Justice & Parliamentary Affairs, Civil Secretariat, Srinagar/ Jammu.
4. Director Judicial Academy, High Court of J & K and Ladakh at Srinagar.
5. Registrar Vigilance, High Court of J& K and Ladakh at Srinagar
6. Registrar Rules, High Court of J&K and Ladakh at Srinagar.
7. Registrar Judicial High Court of J&K Jammu/Srinagar
8. Principal District & Session Judge _____.
9. Administrative Officer, Office of Advocate General UT's of J&K and Ladakh.
10. President Bar Association _____ for information.
11. CPC e Courts High Court of J&K and Ladakh for uploading the same on the official website of the High Court.
12. Manager Government Press Srinagar for Publication of the same in the next issue of Government Gazette.
13. Order file.


15/07/24.
(Shahzad Azeem)
Registrar General

Appendix-A

[See Rule 5(c)]

UNDERTAKING

I _____ son/Daughter/proprietor/partner
of _____ aged _____ years, resident of _____ Tehsil
_____ District _____, being in full possession of my senses, hereby
execute this undertaking in favour of the Registrar General/ District Judge
_____, in respect of right of user over the Space/Enclosure (give
description of the Space/Enclosure), in the Court Premises _____ (Give
the name of the Court building), subject to the following terms and conditions, which
shall be strictly binding upon me:-

(1) That I shall be the licensee of the above mentioned Space/ Enclosure for a period
of twelve months, from the 1st of April, 20 _____ to the 31st of March, 20 _____.

(2) That I shall deposit immediately 1/4th of the license fee i.e. Rs. _____ and pay
the balance by or before _____

(3) That I shall not use the Space/Enclosure for any other activity than for which the
Space/enclosure has been allotted/licensed to me.

(4) That I shall make no additions or alterations of any sort to the Space/ enclosure
licensed to me.

(5) That I shall maintain the requisite standard of the public utility Service, as may be
approved by the Registrar General/District Judge (as the case may be).

(6) That I shall not charge anything in excess of the rate approved for running the
public utility Service.

(7) That in case of a breach of any of the above cited conditions on my part, the
Registrar General/ District Judge _____, shall have every right to
cancel the allotment/license without notice, and that I shall not be entitled to claim a
refund of the money deposited and that I shall compensate the Registrar General/
District Judge for any loss suffered on account of breach of any condition on my part.

(8) That on the expiry of the term of the license, I shall vacate the enclosure leased to
me and

deliver possession thereof forthwith to the Registrar General/ District Judge,
_____ and no further notice in that regard will be necessary.

In witness whereof, I _____ subscribe my name at _____,
this _____ day of _____.

Witnesses:--

1. _____

2. _____

(Signature of Licensee)

APPENDIX-B

THIS AGREEMENT IS MADE on this ____ day of ____ **BETWEEN** High Court of Jammu & Kashmir and Ladakh through Registrar General/District Judge _____ (as the case May be) _____

_____ (hereinafter referred as the LICENSOR) of the one part.

and

_____ Son/Daughter/Proprietor/ Partner of _____ Resident of/ having Place of business/ Registered office at _____ (hereinafter referred to as the LICENSEE) of the other part.

WHEREAS, the LICENSOR has the absolute, Control & Possession over all the Judicial Court Complexes within the Union Territory of Jammu & Kashmir and Union Territory of Ladakh including a Court Complex situated at _____.

Whereas, an enclosure in the Court Complex situated at _____ stands identified for running _____ (Name of Public Utility Service) and therefore for inviting offers for running the utility service the identified enclosure/space was put to public auction. In response to the same party of the Second part had also approached the licensor for the same by participating in the auction wherein he has been declared as the highest bidder.

Whereas, as the licensee has been declared as the highest bidder therefore, licensor has agreed to grant the license to use the identified enclosure/Space for running the above mentioned utility service on the following terms and conditions for a period of one year only. After expiry of period of one year, the Licensee shall have to vacate the enclosure/space unless the licence granted is extended for a further period of one year.

x

NOW THE PARTIES ENTER INTO THIS LICENCE ON THE TERMS & CONDITIONS WHICH ARE AS UNDER:-

1. The License Agreement shall come into effect from --/--/---- and Shall end on --/--/----.
2. That the Licensee shall pay to the Licensor a sum of Rs. _____/- (Rupees _____ only) out of which he shall pay 25% i.e Rs _____ within a week's time from the date of execution of this agreement and balance amount of Rs _____ within a period of one month thereafter, as license fee favoring Registrar General/ District Judge (as the case may be). _____.
3. That the electricity charges, maintenance charges and other extra charges in respect of the enclosure/Space above referred shall be borne by the Licensee.
4. That the Licensee shall use the space/enclosure in the the Court Complex in orderly manner and only for the purpose of running the above referred Public Utility Service.
5. That the enclosure/space shall be available for use during Court hours on working days excluding holidays observed by the Concerned Court Complex.
6. That any illegal acts done by the Licensee shall be at the consequences of the Licensee and the Licensor shall be at liberty to treat the license as terminated forthwith.
7. That the Licensor shall not be responsible for any profit or loss incurred by the Licensee or by use of business centre in the space or otherwise through theft, pilferage, fire, etc.

8. That the Licensee or the Licensor can terminate the License Agreement before --/--/---- by giving 30 days notice in advance in writing by hand either side.

9. That the Licensee shall not store inflammable, hazardous and/or any offensive, illegal or contraband goods in the said licensed enclosure during the license period or till the enjoyment of the license and he will not conduct himself or through his servant/attorneys in any manner, which may cause nuisance to any other.

10. That the Licensee is not transferable nor can it be sub-licensed by the Licensee.

11. That once the License is terminated by notice or otherwise, the Licensor shall have complete right to take physical possession of the enclosure and remove any material lying therein without any legal/penal consequences to the Licensor or any claim by the Licensee on the Licensor.

12. That the Licensee would be liable to pay all the damages or loss to the Licensor in case of negligence or deliberate act or part of the Licensee during the License period for any damage to the property or the space etc.

13. That the Licensee shall observe and perform all the terms and conditions of the License Agreement and also observe and perform relevant rules and regulations.

14. That the Licensee hereby undertakes to remove his goods/effects from the enclosure/space after clearing all his dues of license fee and other incidental charges on the termination of the License Agreement.

15. That in case the License fee is not paid within the stipulated period, the License Agreement will be deemed to have automatically terminated and the Licensee shall not have any right to use the space after receipt of Notice from the Licensor to such effect and he shall be entitled to prevent the Licensee from entering upon the said space.

16. That in case Licensee is found guilty of breach of any of the terms and conditions in this License Agreement then the License Agreement shall stand terminated with legal consequences.

17. That it is expressly agreed and declared between both the parties that this License agreement shall not confer any tenancy or sub-tenancy right in favour of the Licensee and the permission to use the enclosure/premises is by way of license only. The legal and actual physical possession of the enclosure/space shall remain with the Licensor as the licensor has the absolute Control over the Court Complex in which the enclosure is comprised.

18. That the lock and key of the main Court Complex would always remain in the possession/Control of the Licensor only.

19. That the Licensee would make all payment regarding fee or any other services to the Licensor only through the authorized employee of the Licensor.

20. That the licensee shall be bound to render quality services and in that regard shall be bound to use products of standard quality only. Use of products below the prescribed standard quality, despite being warned, shall result in termination of the license without notice.



21. That responsibility/ liability in respect of the death or injury suffered by any employee/worker of the licensee or by third party because of the running of utility service shall be on the licensee and the licensor shall not be in any manner responsible for the same.

22. That in case of any dispute the matter shall be referred to Arbitrator to be appointed by Registrar General/Principal District Judge (Concerned) and the decision of the Arbitrator shall be final and binding on the licensee.

23. That for the purpose of giving any notice or tendering any communication of one party to the other party, the address of each party as mentioned above or such other address as may be later communicated in writing by the concerned party shall be deemed to be the proper address at which such notice or communication is made.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE
SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR
WRITTEN ABOVE**

WITNESSES

1.

LICENSOR

2.

LICENSEE

APPENDIX- C

[See Rule 7(b)]

REGISTER OF RECEIPTS OF LICENSE FEE/DAMAGES FOR BREACH

S.No	Name of Allotee/Licensee	Enclosure No/Name with Description	Amount Recovered	Nature of Amount		Total
				License Fee	Damages	

APPENDIX 'E'

(See Rule 9)

QUARTERLY STATEMENT SHOWING THE RECEIPT AND EXPENDITURE OF THE FUND

For the Quarter ending _____, 20

S.No	Receipts of Previous Quarter	Receipts for the Quarter	Total	Expenditure for the quarter	Baslance	Remarks

Registrar General/District Judge, _____

District _____