

MHKO040006212026 	Received on	:	01-08-2026
	Registered on	:	01-08-2026
	Decided on	:	04-08-2026
	Duration	:	Ys.Ms.Ds. 00-00-03

IN THE COURT OF DISTRICT JUDGE -1 , ICHALKARANJI,
AT ICHALKARANJI.
(Before L.D. Bile)

Misc. Civil Appeal No.22/2026.
Exh. 10/A

Subhash Sannappa Kotagi, A/a 66 Yrs., Occu.- Contractor, R/o 13/557, Gurukannan nagar, Limbu Chowk, Ichalkaranji, Tal.- Hatkanangale, Dist.- Kolhapur.	Appellant (Ori. Plaintiff)
Vs.	
Ichalkaranji Municipal Corporation, Through Municipal Commissioner, Station Road, Ichalkaranji.	Respondent (Ori. Defendant)

Appeal under Order XLIII Rule 1 (r) of the Code of Civil
Procedure, 1908.

Appearance :-

Mr. M. K. Mutha, Ld. Advocate for appellant.
 Mr. A.T. Tambe, Ld. Advocate for the respondent.

J U D G M E N T
(Delivered on 04-08-2026)

1. This appeal under Order XLIII Rule 1(r) of the Code of Civil Procedure is directed against the order dated **30.07.2026** passed by the learned 4th Jt. Civil Judge, Junior Division, Ichalkaranji below Exhibit-5 in Regular Civil Suit No.202 of 2026, whereby the application preferred by the appellant under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure seeking temporary injunction came to be rejected.

2. The appellant has instituted Regular Civil Suit No.202 of 2026 seeking declaration and permanent injunction in respect of the tender process initiated by the respondent Municipal Corporation for providing lifeguard and watchman services at Kai. Shankarrao Pujari Swimming Pool. According to the plaintiff, he has been rendering the said services on contract basis since the year 2019. His last contractual period was from **14.05.2025 to 13.05.2026**. Thereafter, by Resolution No.21 passed in Standing Committee Meeting No.4 dated **29.05.2026**, the respondent extended the existing arrangement till completion of the tender process or for a maximum period of three months.

3. Initially, the respondent issued Tender Notice No.3/2026-27 on **02.06.2026**. The appellant participated in the said tender process by obtaining the prescribed tender form, depositing the earnest money and completing the necessary formalities. However, before completion of the tender process, the

respondent cancelled the said tender by issuing a corrigendum/communication. The appellant thereafter addressed two written applications requesting the respondent to intimate him whenever a fresh tender process was initiated so that he could participate therein. According to him, despite such requests, no intimation was furnished. Subsequently, the respondent initiated a fresh tender process by publishing the tender notice in the daily newspapers **Vartashakti** and **Navrashtra**. It is the case of the appellant that the said newspapers do not have effective circulation in Kolhapur District and, therefore, he remained unaware of the fresh tender process until expiry of the prescribed period. According to him, the respondent deliberately avoided giving proper publicity and thereby prevented him from participating in the tender. On these allegations he instituted the suit and filed Exhibit-5 praying that the respondent be restrained from finalising the tender process or, alternatively, be directed to permit him to participate in the tender process.

4. The respondent opposed the application by filing its written statement and reply. It is contended that the earlier tender was cancelled for administrative reasons and thereafter a fresh tender was issued strictly in accordance with the applicable Government Resolution. According to the respondent, the estimated value of the work was below **Rs.10,00,000/-** and therefore publication of the tender notice on the official website or adoption of e-tendering procedure was not mandatory. It is further contended that the fresh tender notice was duly published in newspapers selected as per the prevailing policy. Three bidders submitted their bids, the bids were opened and the Standing

Committee had already proceeded with the process. It is also contended that uninterrupted operation of the municipal swimming pool is a matter of public interest and no injunction should be granted.

5. After hearing both parties, the learned Civil Judge held that the plaintiff failed to establish prima facie case, balance of convenience and irreparable injury and consequently rejected Exhibit-5. Being aggrieved thereby, the present appeal has been preferred.

6. I have heard learned Advocate Shri M.K. Mutha for the appellant and learned Advocate Shri A.T. Tambe for the respondent. I have also carefully perused the impugned order, pleadings and the documents forming part of the record.

7. The following points arise for determination and I record my finding thereon for the reasons given below.

NO	POINTS	FINDINGS
1	Whether the appellant has established a prima facie case, balance of convenience and irreparable loss so as to warrant interference in appeal?	In the Negative
2	Whether the learned trial Judge committed any illegality or perversity in rejecting Exhibit-5?	In the Negative
3	What Order?	Appeal dismissed.

Reasons

As to all points

8. I have heard learned Advocate Shri. M.K. Mutha for the appellant and learned Advocate Shri. A.T. Tambe for the respondent. I have also carefully gone through the impugned order, pleadings, documents produced by both sides. The controversy involved in the present appeal is confined to the correctness of the order refusing temporary injunction under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure. At this stage, the Court is not expected to finally adjudicate upon the legality of the tender process. The enquiry is restricted to whether the appellant has established a prima facie case, whether the balance of convenience lies in his favour and whether refusal of interim relief would occasion irreparable injury.

9. It is not in dispute that the appellant was the contractor engaged for providing lifeguard and watchman services at Kai. Shankarrao Pujari Jalataran Talav till 13.05.2026. After expiry of the contractual period, the respondent extended the arrangement only as a temporary measure till completion of the tender process or for a maximum period of three months. Such extension, by its very nature, did not confer any vested or perpetual right upon the appellant to continue in service or to insist that every subsequent tender should necessarily be awarded to him. Equally, it did not oblige the respondent to continue the appellant indefinitely merely because he was the existing contractor.

10. The record discloses that the respondent initially issued a tender notice on 02.06.2026. The appellant admittedly participated in the said process by obtaining the tender form and depositing the earnest money. Subsequently, that tender process was cancelled by the respondent. Cancellation of the earlier tender brought that process to an end. The appellant, therefore, acquired no accrued or enforceable right flowing from his participation in the cancelled tender. Once the earlier process stood withdrawn, the respondent was legally competent to initiate a fresh tender in accordance with the applicable rules and procedure.

11. The principal grievance of the appellant is that despite his written applications requesting intimation, the respondent initiated the fresh tender without informing him individually and published the notice only in daily *Vartashakti* and *Navrashtra*, which according to him are not widely circulated in Kolhapur District. This contention, though attractive at first blush, does not by itself establish a legal right enforceable by way of temporary injunction. No statutory provision has been pointed out requiring the Municipal Corporation to issue individual notice to the previous contractor or to every intending bidder before inviting fresh tenders. Tender notifications are ordinarily public notices and not personal communications. The fact that the appellant addressed representations requesting individual intimation cannot convert such request into a corresponding legal obligation on the part of the respondent.

12. Learned counsel for the appellant heavily relied upon the Office Order dt. 01.01.2024 issued by the Municipal Commissioner directing that tenders below the prescribed monetary limit should also be uploaded on the Municipal Corporation website and that a screenshot thereof should be preserved. Reliance is also placed on the Government Resolution dt 20.12.2018 regulating publication of Government advertisements and tenders. Prima facie, these documents appear to be executive or administrative instructions intended to streamline the tender process. They do not possess the character of statutory rules creating an enforceable individual right in favour of a contractor. Even assuming that there was any deviation from such administrative instructions, every procedural irregularity does not automatically render the tender process illegal or justify an order stalling a public tender. Interim interference is warranted only when the deviation is shown to be arbitrary, discriminatory, mala fide or in clear violation of a mandatory statutory provision. Such material is presently lacking.

13. The appellant has further relied upon the Government Resolution dated 20.12.2020 issued by the Directorate General of Information and Public Relations, Government of Maharashtra. The said Resolution lays down the policy regarding publication of Government advertisements and tender notices by classifying newspapers district-wise and according to their circulation. A perusal of the schedule appended to the Resolution shows that separate lists of recognised newspapers are prescribed for each district and region. In so far as Kolhapur District is concerned, the Resolution specifically recognises newspapers such as Mahasatta,

Tarun Bharat (Belgaum), Jagrut Lokneta and certain other newspapers for publication of advertisements. Thus, the Resolution is intended to ensure adequate local publicity by prescribing recognised newspapers having circulation in the concerned district. The grievance of the appellant is that the respondent did not publish the impugned tender notice in the newspapers recognised for Kolhapur District under the said Resolution, but instead chose to publish it in Navrashtra and Vartashakti. Whether such publication amounts to substantial compliance with the Government policy or otherwise is a matter requiring examination in the light of the nature of the Resolution and the overall facts of the case. At this interlocutory stage, the Court cannot presume that publication in such newspapers was intentionally designed to exclude the appellant from participation. On the contrary, the respondent has produced material indicating that publication was made in newspapers recognised under the prevailing Government policy. Therefore, the allegation of deliberate exclusion cannot presently be accepted as constituting a strong prima facie case.

14. Another significant circumstance is that the tender relates to providing lifeguard and watchman services at a public swimming facility maintained by the Municipal Corporation. Such services directly concern public safety and uninterrupted civic administration. The Court must bear in mind that interference with an ongoing public tender at an interlocutory stage inevitably affects public interest. Judicial review in contractual and tender matters is confined to examining the decision-making process and not the merits of the administrative decision itself. Unless a case of

patent arbitrariness, mala fides or violation of mandatory legal provisions is demonstrated, the Court should exercise restraint in granting injunctions which may obstruct public projects or civic services.

15. The appellant has also prayed, in the alternative, for a mandatory injunction directing the respondent to permit him to participate in the tender process. It is well settled that grant of an interim mandatory injunction is an exceptional relief and can be granted only in rare cases where the plaintiff establishes an unusually strong prima facie case and the Court is satisfied that denial of such relief would result in manifest injustice incapable of being compensated otherwise. The present case falls far short of that stringent standard. Directing reopening of the tender process or compelling inclusion of the appellant at this stage would substantially alter the existing position rather than preserve it and would virtually amount to granting the principal relief itself before adjudication of the suit.

16. Having considered the entire material, this Court is of the opinion that the appellant has failed to establish a prima facie case warranting interference. Consequently, the balance of convenience cannot be said to tilt in his favour, particularly when public interest requires completion of the tender process without avoidable interruption. The alleged loss to the appellant is essentially commercial in nature and, if ultimately he succeeds in the suit, can be compensated in accordance with law. On the other hand, staying the tender process at this stage is likely to prejudice public administration and delay essential municipal services.

17. The learned trial Judge has appreciated the material from the correct legal perspective and has reached a conclusion which is both reasonable and supported by the record. No perversity, illegality, material irregularity or erroneous exercise of discretion is demonstrated so as to justify appellate interference under Order XLIII Rule 1 of the Code of Civil Procedure. An appellate Court ordinarily does not substitute its own discretion merely because another view is possible unless the discretion exercised by the trial Court is shown to be arbitrary or contrary to settled principles. No such circumstance exists in the present case.

18. Consequently, all the points are answered against the appellant. The appeal, therefore, deserves to be dismissed and the impugned order calls for no interference. The following order is passed:

ORDER

- (1) The Miscellaneous Civil Appeal is **dismissed**.
- (2) The order dated **30.07.2026** passed by the learned 4th Jt. Civil Judge, Junior Division, Ichalkaranji below Exhibit-5 in Regular Civil Suit No.202 of 2026 is hereby **confirmed**.
- (3) The observations made herein are confined only to the adjudication of the temporary injunction application and shall not influence the trial Court while deciding the suit on its own merits after recording evidence.

(4) Costs shall abide the result of the suit.

(Pronounced in open Court on 4th August, 2026)

Ichalkaranji.
Dt.:- 04-08-2026

(L.D. Bile)
District Judge-1, Ichalkaranji