



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO. 9460 OF 2023 (GM-RES)

BETWEEN:

SRI. DHANANJAYA H.C.,
S/O CHIKKAYA,
AGED ABOUT 40 YEARS,
HOSAHALLI, NAGAMANGALA TALUK,
DODDAJATAKA, MANDYA - 571 404.

...PETITIONER

(BY SRI. CHANDRASHEKARA K A.,ADVOCATE)

AND:

1. STATE OF KARNATAKA
BY ITS SECRETARY DEPARTMENT OF
ANIMAL HUSBANDRY AND FISHERIES,
VIKASA SOUDHA
BANGALORE - 560 001.
2. THE DIRECTORATE OF FISHERIES
3RD FLOOR, PODIUM BLOCK,
VISHWESHARAIHA CENTRE,
DR. B R AMEDKAR VEEDHI,
BANGALORE - 560 001.
REP BY ITS DIRECTOR
3. THE SENIOR DEPUTY DIRECTOR
OF FISHERIES





ABOVE MASTYA DARSHINI,
K R CIRCLE, CUBBON PARK,
BANGALORE - 560 001.

4. THE DEPUTY DIRECTOR OF FISHERIES
BUDANOOR, HALE BUDANUR
MANDYA - 571 404.
5. THE ASSISTANT DIRECTOR OF FISHERIES
MINI VIDHAN SOUDHA,
ROOM NO 301-02, 3RD FLOOR,
NAGAMANGALA - 571 432.

...RESPONDENTS

(BY SMT. SUKANYA BALIGA, AGA FOR R1 TO R5)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO
QUASH THE INTIMATION / DEMAND NOTICE BEARING NO.
HAGUPA/1/2023-24 DATED 01.04.2023 (ANNX-C) ISSUED
BY THE R-5.

THIS PETITION, COMING ON FOR ORDERS IN 'B'
GROUP, THIS DAY, ORDER WAS MADE THEREIN AS
UNDER:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL



ORAL ORDER

Petitioner is before this Court being aggrieved by a demand raised by respondent No.5, dated 01.04.2023 calling upon the petitioner to pay a sum of Rs.3,27,495/- being the bid amount for the second year (2023-24) of the contract.

2. Case of the petitioner is that in response to the tender invited by the respondent-Authorities for the purpose of rearing and harvesting of fishes at "Doddajattaka Lake" in terms of paper publication dated 26.12.2022, petitioner had participated and he was one amongst eight successful bidder who had participated in said bidding. Pursuant thereof petitioner was awarded the contract for a period of five years commencing from the year 02.02.2023 and expiring in the year 02.06.2027 in terms of the order dated 30.03.2023 produced as per Annexure-A. The petitioner was required to pay the bid amount which is revisable every year. Thereafter by the impugned communication, respondent No.5 called upon the petitioner to pay a sum of Rs.3,27,493/- for the year 2023-24 and called upon the petitioner to seek renewal of the contract by lease by 30.04.2023. In the said communication petitioner was



intimated that in failure on his part to perform the said contract it would result in cancellation of the contract by lease and the fresh lease proceedings for auction will be initiated. Being aggrieved, petitioner is before this Court.

3. Learned counsel for the petitioner taking this Court through the records submits that though the contract was awarded for a period of five years and the petitioner carried out the fishing activities for initial one year, he could not do the same subsequently because of the natural events. In that he submits that there was destruction of a portion of tank bund due to heavy rains during the year 2022, which the respondent-authorities failed to reconstruct. Further, due to peak summer the tank had completely ran dry, resulting in no conducive environment for rearing and harvesting fishes. The petitioner had never violated the terms of the contract. But due to the reasons beyond his control, he could not pay the revised bid amount as sought for. That the respondent-Authorities without taking into consideration of these natural events have issued the impugned Communications thereby violating Article 14 and 19 of the Constitution of India giving rise to present



petition. He further submits that presently the Fishery department is taken over by Minor Irrigation Department who has called for tender and the petitioner be permitted to participate in the fresh tender process. Hence seeks for allowing of the petition.

4. The aforesaid submissions made by learned counsel for the petitioner have been vehemently opposed and resisted by learned AGA. Learned AGA further drawing attention of this Court to the tender notification, more particularly, clause 3 and 5, providing for the terms of the tender notification requiring renewal every year by payment of the revised bid amount, as well as the Order dated 30.03.2023, in terms of which petitioner was awarded the contract and the Schedule of payment provided thereunder, she submits that the petitioner having enjoyed the benefit of the contract for the initial one year has failed to comply with the same for the second year onwards. The petitioner having come before this Court obtaining the interim order has not only failed in making the payment as per the tender conditions and the contract awarded but has also prevented the respondent-Authorities from



proceeding further in the matter i.e., by cancelling their contract and to call for the fresh tender. She further points out to the clause 12 of the tender document which taking into consideration of the natural events that may occur due to heavy rains or due to drought situation, a provision is made for the persons like petitioner to make a representation in time for consideration of concession, if any. Thus, she submits that the petitioner has not even made any such representation. She further submits that the petitioner has unwarrantedly caused loss to the public exchequer and there is no violation of any provisions of the Constitution of India. Hence, seeks for dismissal of the petition.

5 Heard and perused the records.

6. There is no dispute of the fact the petitioner herein was the successful bidder and was awarded the contract. There is also no dispute of the fact that the petitioner being completely aware and conscious of their liability/obligation to pay the bid amount as per the order. Petitioner was obligated to pay the amount as per the schedule of the tender document. There is also no dispute of the fact that the petitioner pursuant



to the award of contract had indeed proceeded to rear the fishes and harvest the same for the initial one year. It appears due to heavy rains, the tankbund had given away which followed by a dry spell which according to the petitioner caused huge loss financially and otherwise to the petitioner constraining him not to pay the amount as demanded.

7. It is relevant to refer to tender clause No.12, which reads as under:

" 12. ಕಂಡಿಕೆ:

(ಅ) ಅನಾವೃಷ್ಟಿಯಿಂದ ಒಳನಾಡು ಜಲಸಂಪನ್ಮೂಲಗಳಲ್ಲಿ ಸಾಕಷ್ಟು ನೀರು ಸಂಗ್ರಹಣೆಯಾಗದಿರುವುದು, ಅತೀವೃಷ್ಟಿಯಿಂದ ಕೆರೆಕಟ್ಟೆ ಒಡೆದುಹೋಗಿ ನೀರು ಸಂಪೂರ್ಣವಾಗಿ ಸೋರಿ ಹೋಗುವುದು, ಕೆರೆಗಳ ದುರಸ್ತಿ ಕೈಗೊಂಡಿರುವುದು, ಮುಂತಾದ ಇತರೆ ಕಾರಣಗಳಿಂದಾಗಿ ಜಲಸಂಪನ್ಮೂಲಗಳ ಮೀನು ಪಾಶುವಾರು ಹಕ್ಕನ್ನು ವಿಲೇವಾರಿ ಮಾಡಲು ಸಾಧ್ಯವಾಗದೇ ಇರುವ ಸಂದರ್ಭಗಳಲ್ಲಿ ತಾಲ್ಲೂಕು ಮಟ್ಟದ ಮೀನುಗಾರಿಕೆ ಅಧಿಕಾರಿಗಳು ಅಂತಹ ಜಲಸಂಪನ್ಮೂಲಗಳಿಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ವಿಲೇವಾರಿ ವಿನಾಯಿತಿ ಕೋರಿ ಪ್ರಸ್ತಾವನೆಗಳನ್ನು ಆಯಾ ಮೀನುಗಾರಿಕೆ ಘಸಲಿ ವರ್ಷದ ಡಿಸೆಂಬರ್-ಮಾಹೆಯ ಅಂತ್ಯದೊಳಗಾಗಿ ಮೇಲಾಧಿಕಾರಿಗಳ ಮುಖಾಂತರ ಮೀನುಗಾರಿಕೆ ನಿರ್ದೇಶಕರಿಗೆ ಸಲ್ಲಿಸಿ ವಿಲೇವಾರಿ ವಿನಾಯಿತಿ ಆದೇಶಗಳನ್ನು ಪಡೆದುಕೊಳ್ಳತಕ್ಕದ್ದು ವಿಲೇವಾರಿ ವಿನಾಯಿತಿ ನೀಡುವ ಅಧಿಕಾರ ಮೀನುಗಾರಿಕೆ ನಿರ್ದೇಶಕರಿಗೆ ಪ್ರದತ್ತವಾಗಿರುತ್ತದೆ. ಇಂತಹ ಪ್ರಕರಣಗಳಲ್ಲಿ ಈ ಆದೇಶದ ಅನುಬಂಧ-7ರಲ್ಲಿ ನಮೂದಿಸಿರುವಂತೆ ತಾಲ್ಲೂಕು ಮಟ್ಟದ ಅಥವಾ ಜಿಲ್ಲಾ ಮಟ್ಟದ ಮೀನುಗಾರಿಕೆ ಅಧಿಕಾರಿಗಳು ಸ್ಥಳ ಪರಿಶೀಲನೆ ನಡೆಸಿ ಭಾಯಚಿತ್ರದೊಂದಿಗೆ ಮಹಜರು ಮಾಡಿರತಕ್ಕದ್ದು, ಜಲಸಂಪನ್ಮೂಲಗಳ ಮೀನು ಪಾಶುವಾರು ಹಕ್ಕು ವಿಲೇವಾರಿಯಾಗದೆ ಅಥವಾ ವಿಲೇವಾರಿ ವಿನಾಯಿತಿ ಪಡೆಯದ ಸರ್ಕಾರಕ್ಕೆ ಉಂಟಾಗುವ ಆರ್ಥಿಕ ನಷ್ಟಕ್ಕೆ ಹಾಗೂ ಇಂತಹ ಪ್ರಕರಣಗಳಲ್ಲಿ ಸೂಚಿಸಿರುವ ಮಾರ್ಗಸೂಚಿಗಳನ್ನು ಮತ್ತು ನಿಯಮಗಳನ್ನು ಪಾಲಿಸದೇ ಇದ್ದಲ್ಲಿ ಸಂಬಂಧಪಟ್ಟ ತಾಲ್ಲೂಕು ಮಟ್ಟದ ಮತ್ತು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಮೀನುಗಾರಿಕೆ ಅಧಿಕಾರಿಗಳನ್ನು ಜಂಟಿ ಹೊಣೆಗಾರರನ್ನಾಗಿ ಮಾಡಿ ಶಿಸ್ತು ಕ್ರಮಕ್ಕೆ ಒಳಪಡಿಸಲಾಗುವುದು".



8. The aforesaid condition of the tender, in the considered view of this Court as rightly pointed out by learned AGA is taking into consideration of the natural events that a contractor like the petitioner may face in the process of rearing and harvesting the fishes. Therefore, it was for the petitioner to have brought to the notice of the concerned authorities within time contemplated therein enabling them to have inspection and to verify the authenticity or otherwise of the claim made by the petitioner regarding the difficulty in not proceeding further with the contract.

9. Nothing on record is placed to show any such representation being made by the petitioner, bringing to the notice of respondent-authorities regarding the difficulties faced by him. As such, in the light of the express terms of the contract referred to above and there being no representation made by the petitioner as per clause No.12, no attributes can be made to the respondent of they violating any rights much less the rights under Article 14 or 19 of the Constitution of India as alleged by the petitioner in the petition.



10. The transaction in this petition being purely contractual in nature, performance and non-performance may have to be looked like any other private contract, particularly in the absence of any violation of constitutional rights or malafides are alleged against the respondent-Authority.

11. Nonetheless, since the petitioner is claiming he having faced loss and this matter pending before this Court, petitioner is at liberty to seek concession of the amount payable by him by furnishing the documents/proof of his case of he facing difficulty as noted in the petition.

12. Respondent-authority shall consider the same and pass appropriate order. It is made clear, if the petitioner is not able to prove his case of he facing the difficulty as mentioned, he shall be liable to pay the amount as mentioned in the contract.

13. With the above observation, petition is ***disposed of.***

**SD/-
(M.G.S. KAMAL)
JUDGE**