



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. 12640 OF 2023 (GM-RES)

BETWEEN:

SRI SATHISH G.L.,
AGED ABOUT 50 YEARS,
S/O SRI. LINGEGOWDA,
R/O GORAWALE VILLAGE,
DUDDA HOBLI, MANDYA TALUK,
MANDYA - 571 405.

...PETITIONER

(BY SRI. NISHANTH S.K., ADVOCATE FOR
SRI. SUYOG HERELE E.,ADVOCATES)

AND:

1. THE STATE OF KARNATAKA
REP. BY TIS SECRETARY
DEPARTMENT OF ANIMAL HUSBANDRY AND
FISHERIES, M.S. BUILDING
BENGALURU - 560 001.
2. THE DIRECTOR
DIRECTORATE OF FISHERIES,
3RD FLOOR, PODIUM BLOCK,
VISVESVARAYA CENTRE,
DR. AMBEDKAR VEEDHI,
BENGALURU - 560 001.





3. THE JOINT DIRECTOR OF FISHERIES
NO.12A, 9TH CROSS, K.BLOCK
R.K.NAGAR, DATTAGALLI,
MYSORE - 570 022.
4. THE DEPUTY DIRECTOR OF FISHERIES
NEAR TALUK OFFICE MANDYA - 571 401.
5. THE ASSISTANT DIRECTOR OF FISHERIES
NO.301, 2ND FLOOR,
MINI VIDHANA SOUDHA,
NAGAMANGALA - 571 432

...RESPONDENTS

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

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASHING THE IMPUGNED NOTICE NO HAGUPA/1/2023-24 DATED 01/04/2023 ISSUED BY THE R5 (PRODUCED AT ANNEXURE-A) AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, 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.3,88,537/- 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 of fishes and carrying out fishing at "Manchapatana Hucchana Lake" in terms of paper publication dated 26.12.2022, petitioner had participated and he was the successful bidder who had participated in said bidding. Pursuant thereof petitioner was awarded the contract for a period of five years commencing from 06.03.2023 and expiring in 06.03.2027 in terms of the order dated 08.06.2023 produced as per Annexure-B. 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.3,88,537/- for the year 2023-24 and called upon the petitioner to seek renewal of the contract by lease by communication dated 01.04.2023. In the said communication,



petitioner was intimated that in failure on his part to perform the said contract 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 tender process was to be completed in the month of October-2022, however the same prolonged upto month of December-2022 and January-2023. The fishing harvesting year, as per the tender document would commence from 1st of July and ends on 30th June. As such, fishing rate granted to the petitioner only in the end of April month, leaving only two months to carry out the pisciculture activities. That the petitioner had deposited tender amount only in the month of April-2023, even without giving any time for petitioner to reap the benefits of fishing rights, the respondent-Authority in hurried manner issued notice dated 01.04.2023, frustrating the contract. Hence seeks for allowing of the petition.

4. The aforesaid submissions made by learned counsel for the petitioner has 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 08.05.2023, 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 other 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 that due to heavy rains, the tank bund 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. 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 ಇತರ 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 ಭಾಯಿಚಿತ್ರದೊಂದಿಗೆ 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".

7. 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.

8. 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.

9. The transaction in this petition being purely contractual in nature, performance and non-performance may have to looked at like any other private contract, particularly in the absence of any violation of constitutional rights or malafide as alleged. Nonetheless, since the petitioner is claiming he having faced a loss and this matter pending before this Court, petitioner is at liberty to seek concession of the amount by furnishing the documents/proof of his case of he facing difficulty as noted in the petition.



10. 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.

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

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

RL
List No.: 1 SI No.: 10