



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF FEBRUARY, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT APPEAL NO. 1825 OF 2025 (GM-KEB)

BETWEEN:

1. M/S. PERFECT ELECTRICALS
A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN
PARTNERSHIP ACT, 1932,
PLOT NO. 152, SOMPURA 1ST STAGE,
KIADB INDUSTRIAL AREA,
DABASPET, NELAMANGALA TALUK,
BENGALURU-562 111,
REPRESENTED BY ITS MANAGING PARTNER,
SRI. P. V. KUMARASWAMY,
AGED ABOUT 65 YEARS,
S/O. LATE VEERABHADRAPPA.

...APPELLANT

(BY SRI. SIDDHARTH SUMAN, ADVOCATE)

AND:

1. MANGALORE ELECTRICITY SUPPLY COMPANY
(MESCOM)
A GOVERNMENT OF KARNATAKA UNDERTAKING
REGISTERED UNDER THE COMPANIES ACT, 1956,
HAVING ITS REGISTERED OFFICE AT 2ND FLOOR,
MESCOM BHAVANA, KAVOOR CROSS ROAD,
BEJAI, MANGALURU-575 004,
REPRESENTED BY ITS MANAGING DIRECTOR.





2. SUPERINTENDING ENGINEER (ELE)
O & M CIRCLE, MESCOM,
HAVING REGISTERED OFFICE AT
KUNJIBETTU, UDUPI-576 102.
3. THE EXECUTIVE ENGINEER (ELE)
O & M DIVISION, MESCOM,
MARUTHI VITHIKA,
UDUPI-576 101.
4. THE EXECUTIVE ENGINEER (ELE)
O & M DIVISIONS, MESCOM,
KARKALA-574 104.
5. THE EXECUTIVE ENGINEER (ELE)
O & M DIVISION, MESCOM,
NANASAHEB ROAD,
KUNDAPURA-576 201.

...RESPONDENTS

(BY SRI. AMRUTHA VARSHINI M.,ADVOCATE)

WRIT APPEAL FILED U/S 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE THE ORDER DATED 10/10/2025 PASSED BY THE LEARNED SINGLE JUDGE IN WP NO.7513/2025 DISMISSING THE SAID WRIT PETITION AND TO CONSEQUENTLY ALLOW THE WP NO.7513/2025 FILED BY THE APPELLANT AS PRAYED FOR AND TO AWARD COSTS AND GRANT SUCH OTHER RELIEFS.

THIS APPEAL, COMING ON FOR PRELIMINARY HEARING, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:



CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA

ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellant has filed the present appeal impugning an order dated 10.10.2025 passed by the learned Single Judge of this Court in WP.No.7513/2025 (GM-KEB). The learned Single Judge had declined to entertain the said writ petition on the ground that disputed questions of fact were involved, and therefore it would not be apposite to consider the same in the proceedings under Article 226 of the Constitution of India.

2. The appellant had filed the said writ petition, *inter alia*, praying as under:

"a. to issue a writ of certiorari or such other appropriate writ or orders directions, quashing the notice No.AaEm(V)/UDUPI/KaNiEm(V)Sakaniem-2/Ka-78/1/118201/2024 dated 2.12.2024 issued by the Respondent No. 1 i.e., Annexure - J as arbitrary, illegal and unjust;

b. to issue a writ of mandamus directing the Respondents to refund the security deposit amounting to Rs.13,89,558/-, which has been unlawfully withheld by the Respondent;



c. to issue a writ of mandamus directing the Respondent to refund the amount unlawfully obtained by invoking the Petitioner's Bank Guarantee amount of Rs.12,15,000/-;

d. To issue a Writ of Mandamus directing the Respondent to release the outstanding dues payable to the Petitioner for the repair works undertaken on faulty transformers, Invoice No. KL-007 dated 30.03.2024 for an amount of Rs.9,49,960/- and Invoice No.UP-005 dated 28.03.2024 for an amount of Rs.24,65,886/-."

3. Mangalore Electricity Supply Company [**MESCOM**] had invited tenders for the repair and reconditioning of failed distribution transformers on a buy-back basis for the Udupi O&M Circle. The scope of work under the said tender included release of transformer oil; removal of high-voltage (HV) and low voltage (LV) coils along with other unserviceable components; repair of the transformer by incorporating new high-tension (HT) and low-tension (LT) coils; painting; replacement of bushing and other necessary parts; refilling the transformer with Extra High Voltage (EHV) grade new or reclaimed transformer oil procured from approved vendors; and conducting testing of the repaired transformers in accordance with the stipulated terms.



4. The appellant's bid pursuant to the notice inviting tenders was accepted, and a Rate Contract Award dated 03.01.2023 was issued to the appellant. Additionally, the Contract Agreement dated 03.01.2023 was entered into between the concerned parties. The appellant states that the agreement was for a period of two (02) years. However, the extension for the second year was subject to successful completion of the work during the first year. The appellant claims that it was successful in performance during the first year, and therefore the respondents reissued the tender to the appellant for the second year as well. However, the appellant did not accept the same. Subsequently, the appellant claimed that it duly repaired the faulty transformers in accordance with the terms under the guarantee clause – clause 8.01 of the Agreement. The said clause is reproduced below:

"8.01 GUARANTEE:

8.01.1 The repaired Transformer shall be guaranteed for satisfactory operation against failure **due to bad workmanship (repair)** for a period of 18 months from the date of delivery or 12 months from the date of Commissioning of transformer whichever is earlier. The Contractor shall repair the Transformers at his own cost that fails during the guarantee period. In case where repaired Transformer fails within guarantee period the same shall be collected within 7days from the date of intimation by the concerned Divisional stores and



shall be returned duly repaired within 15 days from the receipt of intimation, failing which next batch of faulty Transformers will not be issued for repairs. Further, in case repaired transformer on commissioning fails again within 1 year from the date of commissioning, the same will have to be repaired at his own cost and returned to stores within 10 days.

8.01.2. The repairer shall repair all the transformers failed within guarantee period within stipulated period failing which cost of the repairs of Transformers failed within guarantee period will be deducted out of the security deposit held for the purpose. If the security deposit held for that particular batch falls short, the remaining amount will be recovered out of either the security deposit held for the other batches or the running bills on hand whichever is feasible. No Explanations/Claims will be entertained in this regard."

5. The appellant claims that in terms of the aforesaid clause, it had duly repaired all faulty distribution transformers and the repaired transformers were delivered to their respective divisional stores. The appellant claims that it had sought for the test reports in respect of repaired and reconditioned transformers. The reports indicated the transformers repaired by the appellant had passed the tests, and its repair and reconditioning work had been accepted without any reservation. Thereafter, the appellant had raised invoices for the same.



6. The appellant states that during the joint inspection, certain transformers that were within the guarantee period, were found not working, as all three coils were burnt. The appellant claims that this failure could not be attributed to bad workmanship but was due to factors beyond the appellant's control. However, the respondents contend that the appellant has failed to perform his obligation. Paragraph 8 of the writ petition, which gives a glimpse of the disputes between the parties is set out below:

"8. In reference to the letters sent by the Petitioner, the Respondents issued a notice dated 17.08.2024, directing the Petitioner to repair all transformers that failed within the guarantee period at its own cost. The notice further stated that even after the expiry of the contract period, the Petitioner was obligated to repair any pending transformers that failed within the guarantee period, at its own cost, within its own workshop. It was alleged that certain transformers had failed within the guarantee period and remained pending repair at the Petitioner's end. The Respondents claimed that repeated requests were made via telephone and official letters, urging the Petitioner to repair and return the failed transformers at the earliest. However, the Petitioner, in its response, maintained that the guarantee applied only to defects arising from defective workmanship and that the transformers in question had failed due to factors beyond its control, including natural calamities (such as rain, heavy winds, and lightning), overload due to unauthorized connections, power failures, and single-phasing power supply. The Respondents further asserted that the Petitioner had falsely



claimed that certain failed transformers were jointly inspected by AEE, MT, Udupi, and declared as having three (3) coils burnt, thereby classifying them as failures occurring after the guarantee period ("AGP failure"). According to the Respondents, the report furnished by AEE, MT, Udupi, did not indicate that such an inspection had taken place or that transformers were declared as three (3) coils burnt. Additionally, the Respondents rejected the Petitioner's contention that the stated causes of failure exempted it from repair obligations, asserting that normal monsoon conditions did not constitute natural calamities and that no unauthorized loads were responsible for the failures. The notice concluded by directing the Petitioner to repair and return all failed transformers without further delay. A copy Notice bearing No.SE (E)/UDP/EE(O)AEE-2/F-78/1/104070/2024 dated 17.08.2024 of the respondent is herewith produced as ANNEXURE - E."

7. It is clear from the above that the disputes between the parties are contractual in nature and involve disputed questions of fact. We concur with the learned Single Judge that it would not be apposite to entertain such disputes in proceedings under Article 226 of the Constitution of India.

8. The appeal is, accordingly, dismissed.

9. We, however, clarify that this order would not preclude the appellant from availing other remedies, in accordance with law.



**NC: 2026:KHC:12553-DB
WA No. 1825 of 2025**

10. Pending application stands disposed of.

**Sd/-
(VIBHU BAKHRU)
CHIEF JUSTICE**

**Sd/-
(C.M. POONACHA)
JUDGE**