



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 24TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.VISHWAJITH SHETTY

WRIT PETITION NO. 200231 OF 2022 (GM-TEN)

BETWEEN:

T.N. PARMESH S/O NINGE GOWDA
AGED ABOUT. 56 YEARS,
OCCC. PROPRIETOR AND CLASS I CONTRACTOR,
CHAITRA INDUSTRIES,
NO. 2542, 28TH CROSS,
17TH MAIN, BANASHANKARI,
266 STAGE, BENGALURU-560070.

...PETITIONER

(BY SRI. GANESH SUBHASHCHANDRA KALBURGI.,ADVOCATE)

AND:

1. STATE OF KARNATAKA
REPRESENTED BY ITS PRINCIPLE SECRETARY,
DEPARTMENT OF IRRIGATION,
VIDHANA SOUDHA,
BENGALURU-01.
2. MANAGING DIRECTOR
KRISHNA BHAGYA JALA NIGAM LTD.,
ALMATTI DAM SITE,
ALAMATTI,
TQ. BASAVANA BAGEWADI,
DIST. VIJAYAPURA-586201.





3. CHIEF ENGINEER
KRISHNA BHAGYA JALA NIGAM LTD.,
ALMATTI DAM SITE,
ALMATTI,
TQ. BASAVANA BAGEWADI,
DIST. VIJAYAPURA-586201.
4. SUPERINTENDING ENGINEER
KRISHNA BHAGYA JALA NIGAM LTD,
ALMATTI DAM SITE,
ALAMATTI, TQ. BASAVANA BAGEWADI,
DIST. VIJAYAPURA 586201
5. EXECUTIVE ENGINEER
KRISHNA BHAGYA JALA NIGAM LTD,
ALMATTI DAM SITE,
ALAMATTI, TQ BASAVANA BAGEWADI,
DIST. VIJAYAPURA 586201
6. CANARA BANK
REPRESENTED BY ITS MANAGER,
102. 10.104-110 P.T. NO. 6588,
AVENUE PLAZA, AVENUE ROAD,
BENGALURU 560002

...RESPONDENTS

(BY SRI. MALLIKARJUN SAHUKAR, AGA FOR R1;
SRI KRUPA SAGAR PATIL, ADV FOR R2 TO R5;
SRI S.S. ASPAPPLI, FOR R6)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 117 OF THE CONSTITUTION OF INDIA, PRAYING TO ISSUE APPROPRIATE WRIT MORE SO IN THE NATURE OF CERTIORARI AND MANDAMUS AND GRANT FOLLOWING RELIEFS.i) QUASH THE LETTER DATED 11.01.2022 ISSUED BY THE RESPONDENT NO.5 IN FILE NO.ಕೃಭಾಜನಿ(ನಿ)/ಆವಿಆ/ಲೆಶಾ/2021-22/3025 THE COPY OF WHICH IS AT ANNEXURE L. ii) ISSUE DIRECTION TO RESPONDENT NO.2 TO 5 CONSIDER LETTER DATED 05.01.2019 LETTER DATED 17.07.2019 LETTER DATED 19/22.07.2019 AND LETTER DATED 27/30.12.2019 THE



COPIES OF WHICH IS AT ANNEXURE E, F,G AND H RESPECTIVELY. III) ISSUE DIRECTION TO RESPONDENT NO.2 TO 5 TO CONSIDER REPRESENTATION DATED 16.12.2021 THE COPY OF WHICH IS AT ANNEXURE J, J1 AND J2 RESPECTIVELY. IV) ISSUE ANY OTHER APPROPRIATE WRIT, DIRECTION OR ORDER AS IT DEEMS FIT TO THIS HON'BLE COURT.

THIS PETITION, COMING ON FOR FURTHER HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S.VISHWAJITH SHETTY

ORAL ORDER

This writ petition is filed under Articles 226 and 227 of the Constitution of India seeking the following reliefs:

"Issue appropriate writ more so in the nature of certiorari and mandamus and grant following reliefs.

i) Quash the letter dated 11.01.2022 issued by the respondent no.5 in file No.ಕೃಭಾಜನಿ(ನಿ)/ಆವಿಆ/ಲೆಶಾ/2021-22/3025 the copy of which is at Annexure-L.

ii) Issue direction to respondent No.2 to 5 consider letter dated 05.01.2019 letter dated 17.07.2019 letter dated 19/22.07.2019 and letter dated 27/30.12.2019 the copies of which is at Annexure E, F, G and H respectively.



iii) Issue direction to respondent No.2 to 5 to consider representation dated 16.12.2021 the copy of which is at Annexure J, J1 and J2 respectively.

iv) Issue any other appropriate writ, direction or order as it deems fit to this Hon'ble Court"

2. Heard learned counsel for the parties.

3. Petitioner, who is the class I contractor was successful bidder for providing Sprinkler Irrigation to SC/ST beneficiaries for Sy.No.18,19 and 20 of Ingalagi and Takkalagi village of Muddebihal Taluka, Vijayapura District, for Sy.No.203, 211 and 214 of Muddapur village, Basavana Bagewadi Taluka, Vijayapura District, and for Sy.No.531 of Nidagundi village, Basavana Bagewadi Taluka, Vijayapura District. The contractual bid to the aforesaid three package was at Rs.88.95 lakhs, 53.88 lakhs and 88.95 lakhs respectively. According to the petitioner he has completed the work allotted to him and he has also successfully completed the maintenance period of the work done by him. Considering the bills placed by



the petitioner towards the payment for work done, according to the petitioner totally he was paid Rs.77.51 lakhs, 48.12 lakhs and 79.43 lakhs for the aforesaid three projects respectively. According to the petitioner, in all the three projects, respondents are liable to pay certain balance amount and therefore, he submitted representations repeatedly to the respondents to pay balance amount and also to issue work completion certificate and to return the EMD amount. In the meanwhile, respondent No.5 has issued the communication at Annexure-L dated 11.01.2022 addressed to respondent No.6-bank for the purpose of encashing the three bank guarantees, which were furnished by the petitioner at the time of undertaking the work, which was allotted to him. Assailing the same and seeking aforesaid reliefs, the petitioner is before this Court.

4. Learned counsel for the petitioner having reiterated the grounds urged in the petition submits that



he had submitted repeated representations to the respondent-authorities, but they have not taken any action to pay the balance amount or to issue work completion certificate or to refund the EMD amount. On the other hand, a communication is issued to the bank for encashing the bank guarantees, though respondents themselves were liable to pay certain amount towards the work done by the petitioner.

5. Per contra, learned counsel for respondent Nos.2 to 5 submits that the petitioner has an alternative efficacious remedy under clause 29 of the tender conditions and without availing the said remedy, he is before this Court. Therefore, this petition is not maintainable. He submits that if the petitioner has any grievance as against the impugned communication at Annexure-L dated 11.01.2022, he is required to initially approach the Chief Engineer-respondent No.3 as provided under clause 29(a)(iii) of the tender conditions and in the event he is aggrieved by the decision of the Chief



Engineer, he is thereafter required to approach respondent No.2-Managing Director, who is the final authority for settling the dispute arising out of the contract. If respondent no.2-Managing Director fails to take a decision within a period of 90 days from the date of Contractor approaching him or if the Contractor is not in agreement with the decision taken by the Managing Director, then the Contractor is required to approach the jurisdictional Civil Court at Lingasugur. He submits that, therefore, this writ petition is not maintainable.

6. At this stage, learned Counsel for the petitioner submits that this writ petition may be disposed of granting liberty to the petitioner to approach respondent no.3-Chief Engineer as provided under Clause 29 of the Tender Conditions seeking necessary reliefs and till then, the interim order passed by this Court may be extended.



7. Learned Counsel for respondent nos.2 to 5 does not seriously oppose the said prayer made by the petitioner.

8. Under the circumstances, this writ petition is disposed of reserving liberty to the petitioner to approach the Chief Engineer – respondent no.3 by filing necessary representation seeking necessary reliefs. If such representation is submitted within a period of two weeks from the date of receipt of the copy of this order, respondent no.3 – Chief Engineer in exercise of his powers under Clause 29 of the Tender Conditions, shall consider the said representations and pass appropriate orders. Petitioner is also at liberty to file a fresh representation before the concerned authority seeking arrears of payment, completion certificate and return of EMD in accordance with law, and if such representation is submitted, the concerned authorities shall consider and pass appropriate orders. Till the respondent no.3-Chief Engineer considers the representation submitted by the



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petitioner as aforesaid, the interim order passed by this Court shall enure to the benefit of the petitioner. All contentions urged by both the parties are kept open.

Sd/-
(S.VISHWAJITH SHETTY)
JUDGE

NJ/KK