



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 21ST DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.VISHWAJITH SHETTY

WRIT PETITION NO. 200471 OF 2026 (GM-RES)

BETWEEN:

SRI. ABRAR HUSSAIN S/O. MD. RAZAK,
AGE : 41 YEARS, OCC : CLASS-I CIVIL
CONTRACTOR, R/O. KAKA NAGAR,
MAIN ROAD, HUTTI, TQ. LINGASUGUR,
DIST : RAICHUR-584115.

...PETITIONER

(BY SRI. SUDARSHAN M, ADVOCATE)

AND:

1. THE MANAGING DIRECTOR,
THE HUTTI GOLD MINES COMPANY LIMITED,
REGD. OFFICE, 3RD FLOOR,
KHB NEW SHOPPING COMPLEX,
NATIONAL GAMES VILLAGE, KORAMANGALA,
BANGALORE-560047.
2. THE GENERAL MANAGER,
THE HUTTI GOLD MINES COMPANY LIMITED,
HUTTI, TQ. LINGASUGUR,
DIST RAICHUR-584115.





3. THE DY. GENERAL MANAGER,
THE HUTTI GOLD MINES COMPANY LIMITED,
HUTTI, TQ. LINGASUGUR,
DIST RAICHUR-584115.
4. SENIOR MANAGER (MATERIALS),
THE HUTTI GOLD MINES COMPANY LIMITED,
HUTTI, TQ. LINGASUGUR,
DIST RAICHUR-5841154.
5. THE DIRECTORS OF HUTTI GOLDMINES,
THE HUTTI GOLD MINES COMPANY LIMITED,
KHB NEW SHOPPING COMPLEX,
NATIONAL GAMES VILLAGE, KORAMANGALA,
REGD. OFFICE, 3RD FLOOR, BANGALORE-560047.

...RESPONDENTS

(BY SRI. VEERANAGOUDA MALIPATIL, AGA)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO A) ISSUE A WRIT OF CERTIORARI BY QUASHING THE IMPUGNED TERMINATION NOTICE DATED 09-01-2026 BEARING NO.PS/507/BLACK ROCK CRUSHING/2025-26 VIDE ANNEXURE-L, PASSED BY THE RESPONDENT NO.4; B) ISSUE A WRIT OF MANDAMUS BY DIRECTING THE RESPONDENTS TO CONSIDER THE REPLY DATED 20-01-2026 GIVEN BY THE PETITIONER AND PASS APPROPRIATE ORDERS THEREAFTER IN THE INTEREST OF JUSTICE. VIDE ANNEXURE-M; C) BE PLEASED TO PASS SUCH OTHER ORDERS AS IT DEEMS FIT IN THE CIRCUMSTANCES OF THE CASE ON HAND, IN THE INTEREST OF JUSTICE AND EQUITY.

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 under Article 226 of the Constitutional Code is filed seeking for the following reliefs:

- a) Issue a writ of certiorari by quashing the impugned termination notice dated 09-01-2026 bearing No.PS/507/black rock crushing/2025-26 vide Annexure-L, passed by the respondent No.4;
- b) Issue a writ of mandamus by directing the respondents to consider the reply dated 20-01-2026 given by the petitioner and pass appropriate orders thereafter in the interest of justice. vide Annexure-M;
- c) Be pleased to pass such other orders as it deems fit in the circumstances of the case on hand, in the interest of justice and equity.

2. Heard the learned counsel for the parties.

3. The petitioner, who is a Class-I Civil Contractor was the successful bidder in the tender that was floated by the 1st respondent for black rock crushing in its unit at Hutti. An agreement was executed by the respondent-Company in favour of petitioner on 10.06.2025 for carrying on the work of black rock crushing and



transportation, for back filling the under ground of the respondent-unit at Hutti. Pursuant to the said agreement, a letter was executed on 21.08.2025 formally handing over the site to the petitioner for carrying on the crushing activities. On the ground that the petitioner has not made satisfactory progress as per the terms of the contract, impugned communication at Annexure-L dated 09.01.2026 has been issued by the 4th respondent, terminating the work contract for black rock crushing and transportation issued to the petitioner. Aggrieved by the same, the petitioner is before this Court.

4. Learned counsel for the petitioner having reiterated the grounds urged in the petition submits that there was an inordinate delay in handing over the vacant site for the petitioner to commence work. He submits that even thereafter since there was seepage of water into the site, work could not be commenced and therefore repeated communications were issued by the petitioner. Subsequently, in the meeting that was held on 20.12.2025



a decision was taken to give a further opportunity to the petitioner and even before the petitioner could explore the possibilities of improving the work in the site, the termination notice/order has been issued without complying the principles of natural justice. He submits that petitioner has invested huge money for the purpose of carrying on the work in the respondent-unit and therefore he is put to untold hardship and injury. He submits that subsequent to the termination notice, a representation is given on 20.01.2026 as per Annexure-M to permit the petitioner to resume the work and said representation has not been considered till date. Accordingly, prays to allow the petition.

5. *Per contra*, learned counsel for the respondent who has filed his statement of objections has opposed the petition. He submits that since there was no satisfactory progress in the work done by the petitioner, after complying all the requirements, the termination notice has been issued. He submits that opportunity was given to the



petitioner for a period of three days to show his progress and in spite of the same, he did not show any progress in the work and it is under these circumstances, the termination order/notice at Annexure-L has been issued. He also submits that since the petitioner has efficacious and alternative remedy of initiating arbitration proceedings as per the terms of the agreement. Accordingly prays to dismiss the petition.

6. Perusal of the material on record would go to show that pursuant to the tender notification floated by the respondent, petitioner had participated in the tender process and he was declared as the successful bidder and an agreement was also executed in his favour as per Annexure-C on 10.06.2025. As per the agreement, six months time was granted for completion of the work from the date of issuance of site clearance from the user department of the respondent – Unit. It appears that the site clearance letter was issued on 21.08.2025 by the 3rd respondent. Petitioner has produced certain photographs



along with the writ petition which would go to show that even in the month of November, 2025 water was found seeping/storing in the site in question and it appears that it is under these circumstances, representations were given by the petitioner repeatedly in the month of October and November, 2025 requesting the respondent-company to take steps for stopping seepage of water into the site where the petitioner was required to commence work.

7. There is no material available on record which would go to show that the respondent – Company had responded to the said request made by the petitioner and on other hand, a meeting was held on 20.12.2025 for the purpose of assessing the performance of the petitioner. The proceeding of the meeting dated 20.12.2025 is available at Annexure-R4 and a reading of the same would to show that after assessing the performance of the petitioner for the period from 20.12.2025 to 23.12.2025, the Officers of the respondent – Company had arrived at the following conclusions :-



"Conclusion :

- 72 hours performance period was granted from 20.12.2025 at 4:00 PM to 23.12.2025 at 4:00 PM to achieve a minimum of 1,800 MT.
- Mine Manager and T/c DGM (Mining) categorically stated that failure to achieve the committed quantity within 72 hours would result in action as per NIT provisions, including cancellation of the Work Order.
- I/c DGM (Engg) suggested that since the crusher is old, the contractor may hire a crusher from a local party to achieve a target.
- I/c GM (Co-ordination), informed the Contractor that if all the Belts of the Conveyor are replaced, the daily target of 1000 tons can be achieved.
- I/c Sr.Manager (F&A) opined that outsourcing the crusher system to a third party who is a pioneer in this field would help in achieving the targets and completing the Work Order within the stipulated time.
- It was clarified that 10-20 mm crushed material is required; however, undersized material supplied by the party has also been accepted by HGML.
- Sr.Manager (Materials) reiterated that NIT action will be initiated if the committed performance is not achieved.
- The contractor finally committed to achieve 600 MT immediately and assumed efforts to reach 800 MT/day progressively."

8. From a reading of the aforesaid, it appears that a decision was taken to give further opportunity to the



petitioner to improve his performance. However, abruptly the impugned termination notice has been issued on 09.01.2026, without issuing any prior notice to the petitioner. It is relevant to notice here that even though petitioner's contract was terminated abruptly, till date the site in question has not been handed over to any other contractor by the respondents.

9. Even in the termination letter, the performance of the petitioner only upto 23.12.2025 has been mentioned and there is no reference to his performance after 23.12.2025 and there is no mention as to whether any improvement in performance was done by the petitioner subsequent to 23.12.2025. In the representation that was submitted by the petitioner on 20.01.2026 vide Annexure-M, he has mentioned in detail about the reasons for the delay in commencing the work at site and he has also stated that he has now purchased additional new machine to fulfill the demand in supply, which is already kept outside the main gate of the



company. The respondents have failed to appreciate all the aforesaid aspects of the matter and in violation of principles of natural justice, have passed the impugned notice/order, which has serious consequences. Under the circumstances, though the petitioner has an alternate remedy, I am of the opinion that since the impugned termination order is passed in violation of the principles of natural justice, same cannot be sustained. Accordingly, following order :

- i) Writ petition is allowed.
- ii) The impugned termination order at Annexure-L dated 09.01.2026 issued by the 4th respondent is quashed and a direction is issued to the respondents to consider the representation of the petitioner at Annexure-M dated 20.01.2026 sympathetically and pass appropriate orders in accordance with law.

Sd/-
(S.VISHWAJITH SHETTY)
JUDGE