



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 5TH DAY OF FEBRUARY, 2026

PRESENT

THE HON'BLE MR. JUSTICE R.NATARAJ

AND

THE HON'BLE MR. JUSTICE TYAGARAJA N. INAVALLY

WRIT APPEAL NO.200041 OF 2026 (GM-TEN)

BETWEEN:

M/S. SWASTIK CONSULTANCY SERVICES,
SRI ARODA JYOTHI COMPLEX,
UNAKAL CROSS, SAI NAGAR ROAD,
SIDDESHWARA NAGAR, UNAKAL, HUBBALLI,
KARNATAKA - 580 030.
REP. BY ITS DIRECTOR / AUTHORIZED
REPRESENTATIVE SRI FAKIRAPPA.

...APPELLANT

(BY SRI KRUPA SAGAR PATIL, ADV. FOR
SRI AMARESHWAR SHANKARAYYA, ADV.)

AND:

1. M/S. MENMENTOR FACILITIES PRIVATE LIMITED,
NOW RENAMED M/S. MENMENTOR AND
GUARDING FACILITIES PRIVATE LIMITED,
REGD. OFFICE AT NO.1243, 2ND FLOOR,
1ST MAIN ROAD, 3RD STAGE, BEML LAYOUT,
NEAR KANAKADASA CIRCLE, RAJARAJESHWARI
NAGAR, BENGALURU - 560 098.
REP. BY ITS MANAGING DIRECTOR,



SMT N. L. JAISHREE,
Email:jaishree@menmentor.com,
(M) 9686203043

2. THE KALABURAGI-BIDAR AND YADGIR
CO-OPERATIVE MILK PRODUCER'S SOCIETIES
UNION LTD., HUMNABAD RING ROAD,
KALABURAGI - 585 104.
REP. BY ITS MANAGING DIRECTOR.
3. SRI. DR. P.V.PATIL,
MANAGING DIRECTOR,
THE KALABURAGI-BIDAR AND YADGIR
CO-OPERATIVE MILK PRODUCER'S SOCIETIES
UNION LTD., HUMNABAD RING ROAD,
KALABURAGI - 585 104.
4. THE TENDER COMMITTEE,
THE KALABURAGI-BIDAR AND YADGIR
CO-OPERATIVE MILK PRODUCER'S SOCIETIES
UNION LTD., HUMNABAD RING ROAD,
KALABURAGI - 585 104.
REP. BY ITS AUTHORISED OFFICER.
5. COMMITTEE OF THE BOARD,
THE KALABURAGI-BIDAR AND YADGIR
CO-OPERATIVE MILK PRODUCER'S SOCIETIES
UNION LTD., HUMNABAD RING ROAD,
KALABURAGI-585 104.
REP. BY ITS CHAIRMAN
(ACTING AS APPELLATE AUTHORITY)

...RESPONDENTS

(BY SRI C. SHANKAR REDDY AND
SRI K.M. GHATE, ADVOCATES FOR C/R-1,(VC);
SRI AMARESH S. ROJA, ADV. FOR R2 TO R4)



THIS WRIT APPEAL IS FILED U/SEC.4 OF THE KARNATAKA HIGH COURT ACT 1961, PRAYING TO ALLOW THE WRIT APPEAL AND THEREBY SET ASIDE THE INTERIM ORDER PASSED IN WRIT PETITION NO.203782/2025 DATED 28.01.2026, IN THE INTEREST OF JUSTICE.

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

CORAM: HON'BLE MR. JUSTICE R.NATARAJ
AND
HON'BLE MR. JUSTICE TYAGARAJA N. INAVALLY

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE R.NATARAJ)

This intra Court appeal under Section 4 of the Karnataka High Court Act, 1961 is filed challenging the correctness of an interim order dated 28.01.2026 passed by the learned Single Judge in Writ Petition No.203782/2025.

2. (i) Briefly stated, the facts of the case that are relevant for the purpose of considering this writ appeal are that respondent No.2 had invited bids for supply of manpower. The appellant and respondent No.1 were a few of the bidders. The bid submitted by respondent No.1 was purportedly rejected, which was challenged by respondent



No.1 before the appellate authority under Section 16 of the Karnataka Transparency in Public Procurements Act, 1999. The appellate authority rejected the appeal filed by respondent No.1, which was then challenged before this Court in Writ Petition No.203782/2025.

(ii) The appellant herein was arrayed as respondent No.4 in the writ petition and it entered appearance on 01.12.2025 and on 13.01.2026 time was given for the appellant to revert with the statement of objections. The writ petition was thereafter listed on 20.01.2026 and again adjourned on 21.01.2026. The appellant herein apparently did not file its statement of objections and continued to push the writ petition. Therefore, when the matter was listed on 28.01.2026 the learned Single Judge passed an order, which reads as follows:

"There shall be stay of the order dated 19.12.2024 passed by respondent No.5 / Union Board accepting the bid of respondent No.4 herein as per Annexure-L forthwith, till next date of hearing.

In view of the submission made by respondent No.1 that the tender is given to respondent No.4



which prima facie appears to be illegal and arbitrary exercise of power, respondent No.4 shall not be permitted to enjoy the benefit of the tender given by respondent No.1.

It is also made clear that if there is stoppage of work of respondent No.1 due to the interim order passed herein, the petitioner being the L1 bidder having participated and selected as a lowest bidder and not having been given the contract work, respondent No.1 shall utilise the services of the petitioner being the lowest bidder and call upon the petitioner to supply the manpower in pursuance to the tender contract, as ordered by this Court on the earlier occasion".

3. Being aggrieved by the said order, the appellant is before this Court.

4. Learned counsel for the appellant submits that the appellant was granted the tender and a work order was issued on 23.12.2024 and then an agreement containing terms to execute the contract was entered into on 18.01.2025. He contends that the appellant has been providing manpower services from then and that the learned Single Judge could not have upset the services provided by granting an interim order. He also contends that the impugned order in the writ petition is yet to be tested and in the meanwhile, the learned Single Judge has



allowed the respondent No.1 to provide the services. He contends that this would virtually grant the benefit to respondent No.1 even before the learned Single Judge has considered the case on merits. He also contends that the contract term is two years and that the appellant has already completed one year and that the order of the learned Single Judge has come as a blow to the appellant and the consequence would be that the manpower deputed by the appellant would be withdrawn by respondent No.2. He therefore contends that the impugned order passed by the learned Single Judge be set at naught and the parties be directed to appear before the learned Single Judge for an adjudication on merits.

5. Per contra, the learned counsel for respondent No.1 submits that the bid submitted by the appellant itself was defective and could not have been accepted. He contends that the learned Single Judge has verified these facts and has come to the conclusion that "*the tender given to respondent No.4 is prima facie illegal and an*



arbitrary exercise of power". He therefore contends that the learned Single Judge passed an order denying the benefit of the tender given to the appellant. He therefore submits that there is no error in the order passed by the learned Single Judge. He further contends that though the appellant was notified of the writ petition, it was not earnest in defending the writ petition by filing a statement of objections. On the contrary, the appellant kept on pushing the case and thereby drew benefit from the delay. He therefore contends that the learned Single Judge had no other option than to stay the order passed by respondent No.2 dismissing the appeal filed by respondent No.1 and also entrust the contract work to respondent No.1 as a stop gap arrangement. He therefore contends that there is nothing illegal about the order passed by the learned Single Judge and therefore he prays that the appeal be dismissed.



6. We have considered the submissions made by the learned counsel for the appellant as well as the learned counsel for respondent No.1.

7. A perusal of the impugned order shows that the learned Single Judge based on a prima facie opinion, held that the appellant shall not be permitted to enjoy the benefit of the tender given by respondent No.2 herein. The appellant was already given a work order followed by the execution of an agreement and it has been providing services to respondent No.2 since 18.01.2025. Respondent No.1 whose tender was purportedly rejected, challenged the same before the appellate authority, who also dismissed the appeal and the same is challenged before the learned Single Judge. Therefore, even before the order rejecting the bid submitted by respondent No.1 was considered on merits, the tender could not have been given to respondent No.1, even as an adhoc arrangement. This would virtually amount to prejudging the issue and granting a benefit to respondent No.1, which otherwise



must have been granted only after the disposal of the writ petition.

8. In that view of the matter, we consider it appropriate to set aside the order passed by the learned Single Judge and to request the learned Single Judge to dispose of the writ petition as early as possible.

9. Accordingly, this writ appeal is **allowed** and the interim order passed by the learned Single Judge dated 28.01.2026 is set aside. The learned Single Judge is requested to expedite the consideration of the writ petition, since the contract term is only for a period of two years commencing from 18.01.2025. In order to expedite the disposal of the writ petition, the appellant herein is directed to appear before the learned Single Judge and file a statement of objections, if any. The appellant is also directed not to seek any unnecessary adjournments. He is directed to co-operate in the early disposal of the writ petition without seeking for adjournments.



10. All contentions are kept open.

11. Sri Amresh S. Roja, learned counsel, is permitted to file memo of appearance within a period of 10 days from today.

**Sd/-
(R.NATARAJ)
JUDGE**

**Sd/-
(TYAGARAJA N. INAVALLY)
JUDGE**