



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 24TH DAY OF APRIL, 2026

PRESENT

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

AND

THE HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

WRIT APPEAL NO.200119 OF 2026 (LB-RES)

BETWEEN:

SRI. MARUTESHWARA TRADERS,
REPRESENTED BY ITS PROPRIETOR,
SIDDALINGAPPA BADIGER,
O/A NAGARAGUNDA ROAD,
DEVADURGA, RAICHUR-584 111.

...APPELLANT

(BY SRI. V. LAKSHMINARAYANA, SR. COUNSEL FOR
SRI. SPARSHA PATIL AND
SRI. SANDEEP PATIL, ADVOCATES)

AND:

1. CHIEF EXECUTIVE OFFICER,
ZILLA PANCHAYAT,
RAICHUR-584 101.
2. EXECUTIVE OFFICER,
TALUK PANCHAYAT,
DEVADURGA-584 111.
3. STATE OF KARNATAKA,
RURAL DEVELOPMENT &
PANCHAYAT RAJ DEPARTMENT,
REP. BY ITS ADDITIONAL CHIEF SECRETARY,
M.S. BUILDING, AMBEDKAR VEEDHI,
BENGALURU-560 001.





4. SUPERINTENDENT OF POLICE,
ECONOMIC OFFENCES DIVISION,
CID, CARLTON HOUSE,
PALACE ROAD, BENGALURU-560 001.

...RESPONDENTS

(BY SMT. MAYA T. RAJANNA, HCGP)

THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE KARNATAKA HIGH COURT ACT, 1961, (A) PRAYING TO ISSUE A WRIT OF CERTIORARI TO SET ASIDE THE ORDER DATED 18.03.2026 PASSED IN W.P.NO.201020/2025 AND CONSEQUENTLY ALLOW THE WRIT PETITION FILED BY THE APPELLANT; (B) DIRECT THE RESPONDENTS TO PAY REASONABLE RATE OF INTEREST WHILE SETTling THE UNPAID BILLS OF THE APPELLANT; AND (C) PASS ANY APPROPRIATE ORDER OR DIRECTION AS DEEMS FIT BY THIS HON'BLE COURT IN THE FACTS AND CIRCUMSTANCES INVOLVING THE CASE.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ
and
HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ)

1. Appellant is before this Court, seeking the following reliefs:

- a) *Issue a Writ of Certiorari to set aside the order dated 18.03.2026 passed in W.P.No.201020/2025 and consequently allow the Writ Petition filed by the Appellant;*
- b) *Direct the Respondents to pay reasonable rate of interest while settling the unpaid bills of the appellant; and*



c) *Pass any appropriate order or direction as deems fit by this Hon'ble Court in the facts and circumstances involving the case."*

2. The appellant had filed a writ petition in W.P.No.201020/2025, seeking the following reliefs:

- "1. *Issue a Writ of Certiorari or any other appropriate writ, order, or direction quashing the endorsement bearing No.ಜಿಪಂರಾ/ಉಖಾಯೋ-4/ದೂರು/2024-25 dated 21.09.2024 (Annexure-K) issued by the Chief Executive Officer, Zilla Panchayat, Raichur, whereby the payment of the Petitioner has been illegally withheld on the ground of an alleged CID investigation, despite there being no formal inquiry or allegations against the Petitioner.*
2. *Issue a Writ of Mandamus directing the Respondents, particularly the Executive Officer of the Taluk Panchayat, Devadurga, Raichur District, to settle the pending bills as per ANNEXURE-B, a sum Rs.4,75,17,569 along with 18% interest from the date of the due.*
3. *Declare that the withholding of the Petitioner's legitimate dues despite the supply of materials being duly recorded, utilized, and approved, is arbitrary, illegal, and violative of Articles 14 and 19(1)(g) of the Constitution of India.*
4. *Direct the Respondents to immediately release the pending payment of Rs.4,75,17,569/- due to the Petitioner along with interest at the rate of 18% per annum from the date of supply till the date of actual payment.*
5. *Issue any other appropriate directions or orders as deemed fit by this Hon'ble High Court."*



3. The said writ petition came to be dismissed by the learned Single Judge by order dated 18.03.2026, *inter alia*, on the ground that disputes arising out of pure contractual matters are not amenable to adjudication under Article 226 of the Constitution of India. The learned Single Judge further recorded that the bills submitted by the petitioner were seriously disputed and that the audit report indicated large-scale fraud and misappropriation involving several crores of rupees. In that view of the matter, it was held that such disputed questions of fact could not be adjudicated in exercise of writ jurisdiction. Aggrieved thereby, the appellant is before this Court.
4. Sri V. Lakshminarayana, learned Senior Counsel appearing for the appellant, would contend that the appellant is merely a supplier of materials, the receipt of which stands acknowledged by the respondents on their official website. It is his submission that the appellant was not entrusted with execution of the work and therefore, any dispute relating to defective or improper execution cannot be put against the appellant so as to deny payment for supplies made. He would further contend that the learned Single Judge erred in overlooking the statutory presumptions available under Section 90A



of the Bharatiya Sakshya Adhiniyam, 2023. According to him, once the relevant data is hosted on the official website of a Government department, a presumption as to its authenticity arises, and consequently, the supplies effected by the appellant must be taken as established, entitling the appellant to payment. He also places reliance on Section 86 of the Bharatiya Sakshya Adhiniyam, 2023, to contend that presumptions relating to electronic records and electronic signatures would apply to such web-based entries, thereby obligating the respondents to honour the dues.

5. Heard Sri V. Lakshminarayana, learned Senior Counsel appearing for the appellant, and perused the material on record.
6. The reliefs sought in the writ petition, as extracted hereinabove, are essentially twofold: (i) issuance of a writ of certiorari to quash the endorsement dated 21.09.2024 (Annexure-K), whereby the Chief Executive Officer, Zilla Panchayat declined to process the bills on the ground that a CID inquiry was pending in respect of the works; and (ii) issuance of a writ of mandamus directing the respondents to pay a sum of Rs.4,75,17,569/- together with interest at



18% per annum from the date the amount became due. In substance, therefore, the petitioner sought both a declaratory relief to invalidate the endorsement and a consequential monetary relief for recovery of the alleged dues.

7. The learned Single Judge, upon consideration of the rival contentions and the precedents cited, concluded that the matter involved seriously disputed questions of fact pertaining to contractual obligations and liability. It was held that disputes in the realm of private law, particularly those requiring adjudication of contested facts, are not amenable to writ jurisdiction under Article 226. The learned Single Judge further observed that the existence of allegations of large-scale fraud and misappropriation reinforced the inappropriateness of exercising writ jurisdiction. On these grounds, the writ petition was dismissed.
8. The submissions of learned Senior Counsel, by relying on Sections 85, 86 and Section 90 of Bharatiya Sakshya Adhiniyam are of no avail.
9. Sections 85, 86 and 90 of Bharatiya Sakshya Adhiniyam are reproduced hereunder for easy reference:



"85. Presumption as to electronic agreements.—*The Court shall presume that every electronic record purporting to be an agreement containing the electronic or digital signature of the parties was so concluded by affixing the electronic or digital signature of the parties.*

86. Presumption as to electronic records and electronic signatures.—

(1) In any proceeding involving a secure electronic record, the Court shall presume unless contrary is proved, that the secure electronic record has not been altered since the specific point of time to which the secure status relates.

(2) In any proceeding, involving secure electronic signature, the Court shall presume unless the contrary is proved that—

(a) the secure electronic signature is affixed by subscriber with the intention of signing or approving the electronic record;

(b) except in the case of a secure electronic record or a secure electronic signature, nothing in this section shall create any presumption, relating to authenticity and integrity of the electronic record or any electronic signature.

90. Presumption as to electronic messages.—*The Court may presume that an electronic message, forwarded by the originator through an electronic mail server to the addressee to whom the message purports to be addressed corresponds with the message as fed into his computer for transmission; but the Court shall not make any presumption as to the person by whom such message was sent."*

10. A perusal of all the above provisions indicate that they apply to a Court and the Court may presume the validity of a particular document. 'Court' is defined under Section 2(1)(a) of the Bharatiya Sakshya Adhiniyam as under:



"(a) *"Court" includes all Judges and Magistrates, and all persons, except arbitrators, legally authorised to take evidence."*

and would refer to all Judges and Magistrates and all persons except Arbitrators legally authorized to take evidence. In the writ petition, no evidence is recorded and it is only when an ex-facie case is made out, which is not disputed by the other side, necessary orders could be passed.

11. In the present case, as noticed *supra*, the reliefs sought are essentially in the nature of (i) a declaration to invalidate the endorsement issued by the respondent-authority, and (ii) a consequential direction for recovery of money allegedly due under a private contractual arrangement. The foundation of the claim is, therefore, traceable to rights and obligations arising out of contract. It is trite that while the jurisdiction of this Court under Article 226 of the Constitution of India is wide, it is essentially a public law remedy and is not intended to supplant remedies available in private law, particularly in matters involving enforcement of contractual rights and obligations.
12. It is no doubt true that in certain exceptional circumstances, writ jurisdiction may be invoked even



in contractual matters, especially where the action of the State or its instrumentalities is arbitrary, unreasonable or in violation of Article 14. However, such jurisdiction is not to be exercised where the dispute is essentially factual in nature, requiring detailed examination of evidence, including oral and documentary material, which cannot be satisfactorily undertaken in summary proceedings under Article 226.

13. In the case on hand, the liability of the respondents to make payment is seriously disputed. The record discloses that an audit has pointed out alleged irregularities, including large-scale fraud and misappropriation involving substantial public funds, and a CID inquiry is stated to be in progress. The respondents have, therefore, withheld payment not simpliciter, but on the premise that the underlying transactions themselves are under a cloud. Determination of the appellant's entitlement would necessarily involve adjudication of foundational facts, including the nature and extent of supplies, the linkage between such supplies and the works in question, and the impact of the alleged irregularities on the claim for payment.



14. Further, the appellant seeks to rely upon statutory presumptions under Sections 85, 86 and 90 of the Bharatiya Sakshya Adhiniyam, 2023, in respect of electronic records and web-based entries maintained by the respondents. Whether such presumptions arise, the extent to which they are rebuttable, and whether they stand displaced in the factual matrix of the present case, are all matters which require a full-fledged evidentiary adjudication. Such an exercise would necessarily involve appreciation of primary and secondary evidence, examination of the authenticity and integrity of electronic records, and consideration of rival contentions, all of which fall within the domain of a trial and cannot be appropriately undertaken in writ proceedings.
15. In that view of the matter, the dispute clearly traverses into the realm of private law and involves complex and disputed questions of fact. The appropriate remedy for the appellant would, therefore, be to institute proceedings before a competent forum, namely, a Civil Court. It is only before such forum that parties would have the opportunity to lead evidence and establish their respective claims in accordance with law.



16. In light of the aforesaid analysis, we are of the considered view that the learned Single Judge was justified in declining to entertain the writ petition. The reasoning assigned, namely that the dispute pertains to a contractual claim involving seriously disputed questions of fact and allegations of fraud, is well-founded and does not suffer from any legal infirmity warranting interference in appeal.
17. Accordingly, the writ appeal fails and is ***dismissed***. The order passed by the learned Single Judge is affirmed. However, it is made clear that dismissal of the writ proceedings shall not preclude the appellant from availing such remedies as may be open in law before the appropriate forum. All contentions of the parties are left open to be urged in such proceedings.
18. In view of dismissal of the appeal, pending interlocutory applications, if any, stand dismissed.

**Sd/-
(SURAJ GOVINDARAJ)
JUDGE**

**Sd/-
(DR.CHILLAKUR SUMALATHA)
JUDGE**