



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

WRIT PETITION NO.20127 OF 2022 (GM-TEN)

BETWEEN:

KARNATAKA STATE INDUSTRIAL
SUPPLIES AND MARKETING CO-OPERATIVE
FEDERATION LIMITED,
BENGALURU, REP. BY ITS MANAGING DIRECTOR
SHRI. SUDARSHAN S/O JAYARAM
AGED ABOUT 43 YEARS,
REGISTERED OFFICE AT, NO.C-17 & 18,
2ND FLOOR, KEMPEGOWDA COMMERCIAL ARCADE,
K.G.ROAD, BANGALORE - 560009.
REP. BY MD, KSIS-MCF
KARNATAKA CO-OPERATIVE SOCIETY ACT, 1959.
...PETITIONER

(BY SRI. VINAYAK VAMANRAO KULKARNI, ADVOCATE)

AND:

1. COMMISSIONER
MYSURU CITY MUNICIPAL CORPORATION
NEXT TO BANUMAIAH COLLEGE,
SAYYAJI RAO ROAD, AGRAHARA,
CHAMARAJPURA,
MYSURU, 570024
2. DEPUTY COMMISSIONER
(ADMINISTRATION)
MYSURU CITY MUNICIPAL CORPORATION
NEXT TO BANUMAIAH COLLEGE



SAYYAJI RAO ROAD, AGRAHARA
CHAMARAJ PURA, MYSURU, 570024

3. DIRECTOR OF MUNICIPAL ADMINISTRATION
DIRECTORATE OF MUNICIPAL ADMINISTRATION
GOVERNMENT OF KARNATAKA
AMBEDKAR VEEDHI, 9TH AND 10TH FLOOR
VISHVESHWARIAH TOWER
SAMPANGI RAMA NAGAR
BENGALURU, KARNATAKA 560001
4. HEAD/ PRINCIPAL
THE NATIONAL INSTITUTE OF ENGINEERING
MANANDAVADI ROAD
MYSURU - 570008

...RESPONDENTS

(BY SRI. PALLAVA.R., ADV. FOR R1;
SRI. MAHANTESH SHETTAR, AGA FOR R2 & R3)

THIS W.P. IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE ENDORSEMENT DTD.4.4.2022 BY THE R-2 (ALONG WITH ORDER OF FORFEITURE OF SECURITY DEPOSIT DTD.3.3.2022) WHICH IS PLACED AT ANNEXURE-I HOLDING THAT THE SAID ENDORSEMENTS NOT IN CONFORMITY WITH THE TENDER NOTIFICATION WHICH IS PLACED AT ANNEXURE-B AND ETC.

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

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH



ORAL ORDER

In this writ petition, petitioner is assailing the Endorsement dated 04.04.2022 (Annexure-N) issued by respondent No.2.

2. Brief facts for adjudication of this writ petition are that respondent No.2, has called for tender with regard to meet the demands of the respondent-Corporation as per the Tender Notification dated 08.08.2021 at Annexure-B to the writ petition. In this regard, the petitioner has participated in the tender and got qualified as bidder and in furtherance of the same, the petitioner entered into a Agreement dated 14.12.2021 (Annexure-F) with the respondent-Corporation. It is also forthcoming from the petition that in terms and conditions stated in the tender document, security deposit for a sum of Rs.2,09,500/- was deposited as per Annexure-G to the writ petition. It is the grievance of the petitioner that respondent No.2, has issued the Notice to the petitioner as per Annexures-H, J and K stating that the materials supplied by the petitioner is not up to the ISI standard or equivalent quality as the same is in contravention of the terms and conditions of the



Tender Notification at Annexure-B to the writ petition, accordingly, the Notices were issued to the petitioner by the respondent-Corporation. In this regard, the petitioner has addressed a reply as per Annexure-M to the writ petition claiming refund of the security deposit made by the petitioner, which came to be rejected by Endorsement dated 04.04.2022 (Annexure-N) and being aggrieved by the same, the petitioner has presented this writ petition.

3. Heard Sri. Vinayak Vamanrao Kulkarni, learned counsel appearing for the petitioner and Sri. Pallava.R., learned counsel appearing for respondent No.1 and Sri. Mahantesh Shettar, learned Additional Government Advocate for respondent Nos.2 and 3.

4. It is argued by the learned counsel appearing for the petitioner by referring to the Notice dated 11.03.2022 (Annexure-K) wherein, the respondent-Corporation has informed the petitioner as to the fact that the materials supplied by the petitioner are not of ISI standard and also, in this regard, the learned counsel appearing for the petitioner, submitted that the rejection of the plea made by the petitioner



for refund of security deposit is contrary to the terms and conditions of the Tender Notification at Annexure-B and therefore, the submission of the learned counsel for the petitioner is that there is no impediment for the respondent-Corporation to return the security deposit made by the petitioner at the time of participating in the tender. Accordingly, he sought for interference of this Court. It is also contended by the learned counsel appearing for the petitioner by referring to the Inspection Report dated 25.02.2022 (Annexure-R10) that the said report, rendered by the NIE-CREST, wherein the said Authority is not a competent person to determine the quality of the materials supplied by the petitioner and therefore sought for interference of this Court.

5. Per contra, Sri. Pallava.R., learned counsel appearing for the respondent-Corporation sought to justify the impugned action and submitted that as the disputed question of facts are involved in this writ petition arising out of the Agreement, as per Annexure-F to the writ petition, the petitioner be relegated to approach the Competent Civil Court for redressal of the grievance. In addition to this, learned



counsel appearing for the respondent-Corporation invited the attention to the Inspection Report dated 25.02.2022 (Annexure-R10), wherein, the report of the said Authority would indicate that the materials supplied by the petitioner are not meeting the certain standards and quality as mentioned in the quotation and therefore, submitted that the same is in contravention of the terms and conditions specified in Annexure-B to the writ petition and accordingly, sought for dismissal of the writ petition.

6. Learned Additional Government Advocate Sri. Mahantesh Shettar, argued in favour of the respondents.

7. In the light of the submissions made by the learned counsel appearing for the parties, the respondent-Corporation has invited tender for supplying of medical materials to the respondent-Corporation and the entire tender period is for a period of one year as per Sl.No.10 in the Tender Notification. It is also stated at Sl.No.15 in the tender document that, in the event the tenderer, does not follow the terms and condition of the tender document, the EMD/security deposit made by such tenderer will be forfeited by respondent No.1. In this regard,



it is also relevant to mention as to the SI.No.6 in the tender document, where the materials which have to be supplied by the successful bidder is of the ISI standard/equivalent quality mentioned as per ISI and therefore it is the duty of the tenderer-lowest bidder to supply the materials as required in the tender document.

8. On careful consideration of Annexure-R10, the Inspection Report dated 25.02.2022, addressed by NIE-CREST to respondent No.1, wherein it is stated that the materials supplied by the petitioner herein, are not meeting certain standards and quality as mentioned in the quotation i.e., tender document. In that view of the matter, as disputed question of facts are involved in the writ petition as to whether the supply of the materials made by the petitioner is of the ISI or equivalent standard or not and that apart as the tender period is for a period of one year, I am of the view that, this Court cannot interfere with the contractual obligation between the parties. However, as the *lis* between the parties as to the refund of security deposit is concerned, it is open for the petitioner to approach the Competent Civil Court seeking



recovery of EMD/security deposit in a manner known to law. It is also made clear that the petitioner herein is to approach the Competent Court within six weeks from the date of receipt of this order. The petitioner shall have the benefit of condoning period spent by the petitioner from the date of filing of the petition till filing of suit as stated above. With these observations, writ petition is ***disposed of***.

Sd/-
(E.S.INDIRESH)
JUDGE