



CNR: KAHC010028552026

NC: 2026:KHC:50934
WP No. 1070 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 1070 OF 2026 (GM-TEN)

BETWEEN:

TEJAS NETWORKDS LIMITED
PLOT NO. 25, 5TH FLOOR
J.P SOFTWARE PARK ELECTRONIC CITY
PHASE 1, HOSUR ROAD BENGALURU
KARNATAKA 560 100
REPRESENTED BY ITS AUTHORIZED SIGNATORY
MR. AMIT KUMAR

...PETITIONER

(BY SRI. DHYAN CHINNAPPA, SENIOR COUNSEL FOR
SRI. SUSHAL TIWARI N., ADVOCATE)

AND:

BHARAT SANCHAR NIGAM LIMITED
BHARAT SANCHAR BHAWAN,
HC MATHUR LANE, JANPATH,
NEW DELHI-110001
REPRESENTED BY ITS CHAIRMAN
AND MANAGING DIRECTOR
ALSO HAVING OFFICE AT NO.1,
TELEPHONE HOUSE, RAJ BHAVAN ROAD,
AMBEDKAR VEEDHI, BANGALORE-560001

...RESPONDENT

(BY SRI. HARIPRASAD Y.,ADVOCATE)





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THIS W P IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE WRIT OF CERTIORARI SETTING ASIDE THE ADVANCE PURCHASE ORDER DATED 13.10.2025 BEARING NO. APO NO. MMP-II/APO/ONT/04/2025-26 (ANNEXURE D).

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

CORAM: HON'BLE MR. JUSTICE C.M. POONACHA

ORAL ORDER

The present writ petition is filed seeking for the following reliefs:

"a) Issue writ of certiorari setting aside the Advance Purchase Order dated 13.10.2025 bearing no.APO No.MMP-II/APO/ONT/04/2025-26 (Annexure-D)

b) Issue writ of mandamus directing the respondent to issue a fresh Advance Purchase Order in terms of the tender document dated 10.12.2024 bearing no.T.E.No.MM/NWP-BB/ONT/T-825/2024 (Annexure-A).

c) Pass such other order as this Hon'ble Court deems fit in the facts and circumstances of the case."

2. The relevant facts in a nutshell are that the petitioner was the successful tenderer in the tender dated 10.12.2024 (Annexure-A to the writ petition) issued by the respondent - Bharath Sanchar Nigam Limited¹ for procurement

¹ Hereinafter referred to as the 'BSNL'



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of Optical Network Terminals² along with comprehensive repair services. The tender was for supply of 15 lakh of ONTs, which were to be divided in the ratio of 70:30 between the L1 and L2 bidders at the rates specified for L1. The petitioner being the L1 tenderer was awarded 70% of the ONTs, which was 10.5 lakh ONTs.

3. Consequent to the award of tender, the respondent has issued an Advance Purchase Order³ dated 13.10.2025 (Annexure-D to the writ petition). The said APO was issued for 5.25 lakh dual band and single band ONTs.

4. It is the contention of the respondent that it is entitled to increase or decrease up to 50% of the quantity of goods and services specified in the tender in terms of clause 25.1 of Section 4 Part A of the tender conditions.

5. The grievance of the petitioner arose out of the communication dated 28.11.2025 (Annexure-H to the writ petition), wherein the respondent intimated the petitioner that the tentative 6 months forecast was 16,600 units per month. It

² Hereinafter referred to as 'ONT'

³ Hereinafter referred to as 'APO'



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is the case of the petitioner that in terms of the tentative forecast, the ONTs for the cumulative period of 2 years was below the 50% APO mandated 5.25 lakh ONTs. It is under the said circumstances that the petitioner filed the present petition seeking for the aforementioned reliefs.

6. This Court, vide order dated 19.01.2026 while granting the interim relief ordered as under:

" Mr. Dhyan Chinnappa, the learned Senior Counsel for the petitioner, is heard on the petitioner's request for interim direction to the respondent not to invoke the bank guarantee furnished by the petitioner on 09.01.2025 [and asserted to be valid till mid - 2026], and the learned Senior Counsel in support of the petitioner's request submits the following:

[a] The petitioner as L1 bidder was assured of 70% of the tender quantity of Optical Network Terminals [ONTs] subject to revision by 50%.

[b] The respondent has accordingly issued Advance Purchase Order dated 13.10.2025 only for 5.25 lakh ONTs and the respondent has also caused Communication dated 28.11.2025 informing that the tentative purchase for the six months is 16,600 units per month with a disclaimer.

[c] Even according to this assurance the petitioner will only be entitled to about 4 lakh ONTs much below 5.25 lakh ONTs.

[c] This arbitrary limitation or restriction makes the entire participation unviable for the petitioner.

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MONNAPPA POONACHA



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The learned Senior Counsel submits that if the respondent could place on record that in terms of the tender notification the petitioner will be given minimum quantity of 5.25 ONTs, the petitioner will issue all acknowledgments and further bank guarantees as required.

In consideration of the afore, and to ensure that there is no precipitation with possible cancellation and invoking of the Bank Guarantee, the respondents are directed not to invoke bank guarantee dated 09.01.2025 furnished by the petitioner until the next date of hearing.

There shall be notice by hand returnable by 06.02.2026 to the respondent.

The office is directed to re-list this petition for Preliminary Hearing on 06.02.2026."

7. The respondent in its statement of objections at para 16 stated regarding the indicative forecast. The relevant portion of the averments made in the statement of objections is as under:

"16. INDICATIVE FORECAST

The Advance Purchase Order dated 13.10.2025 for 5.25 lakh units was issued in lawful exercise of the variation power under Clause 25.1 of Section 4, Part A of the tender document, which permits variation of quantity by up to $\pm 50\%$ at the time of issuance of the APO. The APO quantity so determined remains in full force and effect in terms of the contractual framework."

(emphasis supplied)

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8. It is the submission on behalf of the petitioner that if the APO for 5.25 lakh units of ONTs was going to be continued, the grievance as articulated by the petitioner in the present petition would stand addressed inasmuch as, the same would be in terms of the contract and hence, the apprehension of the petitioner arising out of the communication dated 28.11.2025 would not arise.

9. It is the vehement contention on behalf of the respondent that the respondent is justified in making a variation of quantity up to 50% at the time of issuance of the APO, having regard to clause 25.3 of the tender conditions.

10. Having regard to the admitted position that the petitioner is not aggrieved by the quantity mentioned in the APO dated 13.10.2025 wherein the quantity is indicated at 5.25 lakhs units; and having regard to the admitted position that the grievance of the petitioner arose out of the communication dated 28.11.2025; in view of the stand of the respondent as made in the statement of objections (the relevant portion of which is extracted at para 7 hereinabove), whereunder the



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respondent has undertaken to stand by the APO dated 13.10.2025, the present writ petition stands disposed of binding down the respondent to the quantity mentioned in terms of the APO dated 13.10.2025.

11. The performance bank guarantee in terms of the tender shall be submitted by the petitioner on or before 30.09.2026.

12. Pending IAs., if any, also stand disposed of.

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MONNAPPA POONACHA

(C.M. POONACHA)
JUDGE

ND
List No.: 1 Sl No.: 60