



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF APRIL, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

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

WRIT APPEAL NO. 1025 OF 2026 (GM-RES)

BETWEEN:

1. THE STATE OF KARNATAKA
MINOR IRRIGATION AND GROUND
WATER DEVELOPMENT DIVISION
REPRESENTED BY ITS
SECRETARY, 206-207
VIKAS SOUDHA
BENGALURU 560 001.
2. THE CHIEF ENGINEER
MINOR IRRIGATION AND GROUND
WATER DEVELOPMENT DIVISION
SOUTH ZONE BENGALURU 560 001.
3. THE EXECUTIVE ENGINEER
MINOR IRRIGATION AND GROUND
WATER DEVELOPMENT DIVISION
MANDYA DIVISION, MANDYA 571 401.

...APPELLANTS

(BY SRI. K S HARISH., ADVOCATE)

AND:

M/S. R K BROTHERS INFRAPROP
PROVENTRUES PVT LTD.,
REPRESENTED BY ITS DIRECTOR
SRI P K SHIVARAM
S/O LATE KALEGOWDA

Digitally
signed by
NIRMALA
DEVI

Location:
HIGH COURT
OF
KARNATAKA



AGED ABOUT 65 YEARS
RESIDING AT No.860/1
NARAYANA SHASTRI ROAD
CHMARAJA MOHALLA
MYSURU 570 024
REG. UNDER COMPANIES ACT 2013.

...RESPONDENT

THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE THE ORDER DATED 14/02/2025 PASSED BY THE LEARNED SINGLE JUDGE IN W.P.NO.31143/2024 (GM-RES) C/W WP.NO.31132/2024 (GM-RES), WP.NO.31140/2024 (GM-RES) AND ETC.,

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

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA

ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The State has filed the present appeal impugning the common order dated 14.02.2025 passed in W.P. No.31143/2024 (GM-RES), along with W.P. No.31132/2024 (GM-RES) and W.P. No.31140/2024 (GM-RES). The said petitions were filed by the respondent *inter alia* seeking directions to the appellants to pay the amounts that were payable in respect of works executed by the respondent.



2. There is no dispute that the respondent had executed the works and had raised the bills accordingly. The appellants do not dispute the liability to pay the amounts as invoiced. There is also no reason forthcoming for not paying the amounts due.

3. Before the learned Single Judge, the learned AGA stated on instructions that the recommendation for making the payment was made and the payments due to the respondents would be made as soon as possible.

4. Concededly, in terms of clause 37.1 of the Agreement between the parties, the appellants were required to clear the bills within 60 days of the same being submitted by the respondent. The appellants had failed to comply with the said obligation.

5. The learned Single Judge allowed the writ petitions solely on the basis of the appellants' concession that the amounts claimed were due and would be paid. The learned Single Judge had not entered into any adjudicatory process for determining the quantum of the amount as payable to the respondent.

6. The appellants have filed the present appeal claiming that the respondent has an alternate remedy of arbitration by invoking the



arbitration agreement between the parties, and therefore, the writ petitions ought not to have been entertained. There is considerable merit in the contention that, in cases relating to contractual disputes, which are not in the realm of public law, the Court would refrain from adjudicating them in a writ petition. The Courts also refrain from entertaining a petition under Article 226 of the Constitution of India where an alternative remedy exists. However, in the present case, these principles cannot be invoked, as the impugned order was passed on a concession made by the appellants. In view of the statement that the amounts as claimed by the respondent were due and payable, the learned Single Judge was not called upon to adjudicate any dispute. In these given facts, the learned Single Judge cannot be faulted for allowing the writ petitions.

7. Even before this Court, it is not the appellants' stand that the amount claimed by respondent No.1 is not payable.

8. We may also note that despite the impugned order and the unequivocal directions issued by the learned Single Judge, the appellants have failed to discharge the liability. In these circumstances, respondent has filed a contempt petition, CCC



No.749/2025. The said petition was listed before this Court on 17.04.2026. On the said date, this Court has passed the following order:

1. The complainant has filed the present complaint alleging willful disobedience to the order dated 14.02.2025 passed by the learned Single Judge in three writ petitions [W.P No.31143/2024 (GM-RES) c/w W.P No.31132/2024 (GM-RES) and W.P No.31140/2024 (GM-RES)]. The learned Single Judge disposed of the said petitions with a direction to respondent Nos.2 and 3 to pay the bills raised by the complainant, annexed as Annexure-M, together with applicable interest within six weeks from the date of receipt of the order, failing which the complainant is permitted to proceed against respondent Nos.2 and 3 for willful disobedience of the said order.
2. The accused have accepted the said order and have not appealed the same.
3. The accused have filed a memo setting out the payments already made. The same indicates that as on 17.04.2026, an amount of ₹1302.97 lakh is outstanding and payable.
4. The proceedings under the Contempt of Courts Act, 1971 may not be apposite for enforcing payment of amounts claimed as payable under a contract. However, since the order dated 14.02.2025 expressly provided that the complainant could proceed against the accused for willful disobedience of the orders passed by this court, we have entertained the present complaint.
5. In view of the submission that the balance amounts will be paid shortly, we consider it apposite to defer the hearing of the present proceedings.



6. List on 27.08.2026.

9. A plain reading of the said order indicates that even before this Court, the appellants had conceded that an amount of ₹1302.97 lakh is outstanding and payable as on 17.04.2026.

10. The learned Government Advocate submits that although there is no dispute as to the amounts payable to the respondent, there is no provision for payment of any interest. He also points out that the learned Single Judge has neither indicated the date from which interest would be payable nor the rate at which interest has been directed to be paid.

11. We note that the appellants have not taken any stand as to (a) whether any interest is payable; and (b) if so, the rate of interest and the date from which such interest would be payable.

12. In this view, it is apposite to clarify that in terms of the impugned order, the appellants were directed to pay interest as applicable. Thus, the State is liable to pay the interest, which according to the appellants is due and payable. If there is no dispute as to the interest payable, then the appellants cannot



absolve itself of its liability to pay the same. However, if there is a dispute as to the rate and the period for which interest is payable, the parties are at liberty to raise it and agitate it before an appropriate forum. The learned Single Judge has not adjudicated any such dispute as none was raised.

13. We find no fault with the impugned order.

14. We also note that the present appeal has been filed after an inordinate delay of 373 days. We find no credible reason for condoning this delay.

15. The present appeal is dismissed both on account of delay as well as on merits.

Sd/-
(VIBHU BAKHRU)
CHIEF JUSTICE

Sd/-
(C.M. POONACHA)
JUDGE