



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 15988 OF 2026 (GM-TEN)

BETWEEN:

1. M/S L V TRADERS
HAVING ITS REGISTERED OFFICE:
AT JOSEPH NAGAR, BEHIND CHURCH
PROPRIETORSHIP,
WARD NO.12, SAGAR,
SHIVAMOGGA-577 401
REP. BY ITS PROPRIETRIX
SMT. KRISHNAVENI,
AGED ABOUT 44 YEARS
W/O B. PARSHURAM

... PETITIONER

(BY SRI. NATARAJA BALLAL, ADVOCATE)

AND:

1. STATE OF KARNATAKA
SOCIAL WELFARE DEPARTMENT,
REP. BY ITS PRINCIPAL SECRETARY,
VIKASA SOUDHA, S. R. NAGARA,
BENGALURU- 560 001
2. EXECUTIVE DIRECTOR
KARNATAKA RESIDENTIAL
EDUCATIONAL INSTITUTIONS SOCIETY,
BANGALORE,
NO.8, 6TH FLOOR, CUNNINGHAM ROAD,
BENGALURU-52
3. JOINT DIRECTOR
KARNATAKA RESIDENTIAL
EDUCATIONAL INSTITUTIONS SOCIETY,
NO. 8, 6TH FLOOR,

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



CUNNINGHAM ROAD,
BENGALURU-52

4. KARNATAKA STATE CO-OPERATIVE CONSUMERS
FEDERATION LTD. (KSCCF),
NO. 4 PAMPAMAHAKAVI ROAD,
CHAMARAJAPET,
BANGALORE-18
REP. BY ITS MANAGING DIRECTOR

... RESPONDENTS

(BY SMT. SARITHA KULKARNI, AGA FOR R1;
SRI SRINIVASA C., ADVOCATE FOR R2 & R3;
SRI ASHOKA T., ADVOCATE FOR R4)

THIS W.P. IS FILED UNDER ARTICLES 226 AND 227 OF THE
CONSTITUTION OF INDIA, PRAYING TO QUASH THE TENDER
BEARING NO. KRIES/2024-25/IND0030/CALL-3 DATED
17/09/2025 (ANNEXURE-C) AND ETC.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The Petitioner is before this Court seeking for the
following reliefs:

- (a) *Issue a writ of CERTIORARI to quash the
Tender bearing no.KRIES/2024-25/
IND0030/CALL-3 dated 17/09/2025
(Annexure-C);*
- (b) *Award costs of this proceeding;*
- (c) *Pass such other order or orders as this
Hon'ble Court deems fit in the facts and
circumstances of the case in the interest of
justice and equity.*



2. The respondents issued a tender inviting bids for the supply of food grains, vegetables, and other essential food items to the Residential Schools and Colleges in Shivamogga District. The estimated value of the tender was Rs.23,95,54,029/-.
3. The petitioner was one of the bidders. In terms of Clause 3.7(iv) of the tender conditions, having regard to the estimated tender value, the bidders were prohibited from quoting a price below Rs.21,55,98,626/-, being 90% of the estimated tender value. Admittedly, the petitioner submitted a bid quoting an amount below the prescribed 90% threshold. Consequently, proceedings were initiated against the petitioner for debarment and forfeiture of the Earnest Money Deposit (EMD). Though the forfeited EMD has subsequently been refunded to the petitioner, the order of debarment is stated to be the subject matter of challenge in separate proceedings.
4. Sri Nataraja Ballal, learned counsel appearing for the petitioner, submits, by placing reliance on the tender conditions, that the validity period of the bid was 90 days. Since the tender notification was issued on 17.09.2025, the bid validity period expired on 16.12.2025. It is therefore contended that the work order issued in favour of respondent No.4 on



27.04.2026, well beyond the stipulated bid validity period, is contrary to the terms and conditions of the tender and is, therefore, liable to be set aside.

5. In this regard he relies upon the decision in ***Sambhav Constructions V. State of Karnataka and Others***¹ more particularly paras 10 and 12 thereof, which are reproduced hereunder for easy reference:

"10. Now the short question that arises for my consideration is whether the Tender Accepting Authority had the power to extend the validity of tender beyond 7-4-2002. In other words, the Tender Accepting Authority had the power to grant the second extension. The answer to this question depends on the interpretation to be placed to Rule 22. Rule 22 of the Rules, reads as under:-

"Rule 22:- Time taken for evaluation and extension of tender validity. (1) The evaluation of tenders and award of contract shall be completed, as far as possible, within the period for which the tenders are held valid.

(2) The Tender Accepting Authority shall seek extension of the validity of tenders from the tenderers for the completion of evaluation, if it is not completed within the validity period of tender.

(3) In case the evaluation of tenders and award of contract is not completed within extended period, all the tenders shall be deemed to have become invalid and fresh tenders may be called for."

¹ 2003 SCC ONLINE KAR 201



12. *Keeping this principle in mind if we look into Rule 22 it becomes clear that the said Rule provides for a time limit within which these tenders have to be evaluated and in the event of the same being not done within the stipulated period, provides for extension of time. The sub-rule (1) of Rule 22 categorically states that the evaluation of tenders and award of contract shall be completed, as far as possible, within the period for which the tenders are evaluated. Therefore, the completion of evaluation of tender within the period stipulated is the rule and only in exceptional cases, the period for evaluation may be extended. If within the stipulated period the tenders are not evaluated, sub-rule (2) of Rule 22 confers the power on the Tender Accepting Authority to seek extension for evaluation of tenders from the tenderers for the completion of evaluation. Therefore when this power is to be exercised as an exception, the said provision has to be construed strictly. Sub-rule (3) of rule 22 categorically provides that even if the evaluation of the tender is not made within the extended period, then no option is given to the Tender Accepting Authority and the Legislature has made its intention clear by using the words that all the tenders shall be deemed to have become invalid and fresh tenders have to be called for. Therefore, once the Tender Accepting Authority does not evaluate tenders within the stipulated period or within the extended period, then that tender becomes invalid and no discretion is given to the said Authority except to call for fresh tenders. The whole object of Rule 22 appears to be to have these contracts executed and implemented within a time frame."*



6. And the decision in ***Mohanuddin and Another V. State of Karnataka and others***², more particularly paras 15 and 16 thereof, which are reproduced hereunder for easy reference:

"15. If the law so laid down is applied to the facts of the present case, the 90-days period would have expired on 25.06.2025. However, the documents appended to the petition clearly show that the lottery to award the contract was scheduled on 16.07.2025, which is well beyond the validity period.

16. It is, therefore, inexplicable as to how the authorities could have proceeded with the tender after the expiry of the stipulated period. The circular is a reflection of Rule 22 of the Rules of 2000, and the Rule in turn is incorporated in the tender document itself. Once the validity period has lapsed, any further proceedings in the tender process would be contrary to law. Hence, the impugned tender process cannot be sustained and is liable to be set aside."

7. Placing strong reliance on the aforesaid decisions, learned counsel for the petitioner submits that the law governing the validity of tenders is no longer res integra. It is contended that Rule 22 of the

² 2025 SCC ONLINE KAR 26954



Karnataka Transparency in Public Procurements Rules, 2000, which is incorporated into the tender conditions, mandates that the process of evaluation of bids and award of the contract shall ordinarily be completed within the stipulated period of bid validity. The object of prescribing a bid validity period is to ensure transparency, certainty and fairness in the tender process, while preventing the Tender Accepting Authority from keeping bidders bound indefinitely.

8. According to the learned counsel, Rule 22 contemplates only one exception, namely, extension of the bid validity period with the consent of the tenderers, where the evaluation cannot be completed within the original period. Such an extension, if submitted, is not automatic but requires an express request by the Tender Accepting Authority and a corresponding acceptance by the bidders. In the absence of such an extension, the statutory consequence under Rule 22(3) is that all tenders shall be deemed to have become invalid, leaving no discretion to the Tender Accepting Authority except to initiate a fresh tender process.
9. Learned counsel submits that this position has been authoritatively explained by this Court in **Sambhav**



Constructions v. State of Karnataka and Others, wherein it has been held that completion of evaluation and award of contract within the stipulated validity period is the rule, extension is only an exception, and once even the extended period expires, the tender automatically becomes invalid. The judgment further holds that the language employed in Rule 22 is mandatory in nature and leaves no scope for the authorities to continue the tender process after the expiry of the validity period. The inevitable consequence of such expiry is the issuance of a fresh tender notification.

10. It is further submitted that the aforesaid principle has been reiterated by this Court in **Mohanuddin and Another v. State of Karnataka and Others,** wherein it has been categorically held that any step taken in the tender process after the expiry of the bid validity period is contrary to Rule 22 of the Rules of 2000 as well as the tender conditions incorporating the said Rule. This Court has observed therein that once the validity period lapses, the authorities lose the jurisdiction to proceed further with the tender process and any contract awarded thereafter would be legally unsustainable.



11. Applying the aforesaid principles to the facts of the present case, learned counsel submits that the tender notification was issued on 17.09.2025 and the bid validity period of 90 days expired on 16.12.2025. It is not the case of the respondents that any extension of the bid validity period was sought from or consented to by the bidders in accordance with Rule 22(2). In the absence of any such extension, the tender automatically lapsed upon expiry of the stipulated validity period and ceased to have any legal efficacy.
12. It is therefore contended that the respondents could not have proceeded with the tender process after 16.12.2025. Consequently, the work order issued in favour of respondent No.4 on 27.04.2026, nearly four months after the expiry of the bid validity period, is ex facie contrary to Rule 22 of the Karnataka Transparency in Public Procurements Rules, 2000, the express terms of the tender notification and the law laid down by this Court in **Sambhav Constructions and Mohanuddin**. Learned counsel submits that the impugned work order, having been issued without any legal authority after the tender had become invalid by operation of



law, is arbitrary, without jurisdiction, and liable to be quashed.

13. I have considered the submissions made by the learned counsel for the petitioner. I am unable to accept the same.
14. Admittedly, the petitioner had submitted a bid quoting an amount below the minimum permissible threshold of 90% of the estimated tender value, contrary to Clause 3.7(iv) of the tender conditions. Consequent thereto, the petitioner was subjected to proceedings resulting in his debarment and forfeiture of the Earnest Money Deposit (EMD).
15. Though the forfeited EMD was subsequently refunded to the petitioner at his request, the order of debarment continues to be the subject matter of challenge in separate proceedings. Thus, the petitioner ceased to have any subsisting right or interest in the tender process long before the work order came to be issued in favour of respondent No.4.
16. Having been rendered ineligible to participate in the tender process on account of his own non-compliance with the tender conditions, the petitioner cannot now



claim to be an aggrieved person in relation to the subsequent award of the contract.

17. The reliance placed on the decisions of this Court in **Sambhav Constructions v. State of Karnataka and Others and Mohanuddin and Another v. State of Karnataka and Others** is, in my considered opinion, misplaced. There can be no quarrel with the proposition of law laid down in the said decisions that, in the absence of an extension of the bid validity period in accordance with Rule 22 of the Karnataka Transparency in Public Procurements Rules, 2000, the tender process cannot be continued beyond the stipulated period and any award of contract thereafter would be contrary to law. However, the said decisions were rendered in cases where the challenge was mounted by bidders who continued to remain participants in the tender process and whose rights and interests were directly affected by the continuation of the tender proceedings beyond the period of validity. Such bidders undoubtedly possessed the requisite locus standi to assail the award of the contract.
18. The facts of the present case stand on an entirely different footing. The petitioner, having admittedly submitted a non-responsive bid by quoting below the



prescribed minimum threshold, was visited with the consequences stipulated under the tender conditions. Consequently, the petitioner stood excluded from the zone of consideration and was no longer a participant in the tender process. Once the petitioner had ceased to be an eligible bidder, he could not claim any enforceable right in respect of the subsequent stages of the tender process, including the issuance of the work order. Therefore, irrespective of the legal principles governing the validity of the tender process, the petitioner lacks the necessary locus standi to maintain the present writ petition challenging the award of the contract in favour of respondent No.4.

19. In view of the aforesaid discussion, I am of the considered opinion that no ground is made out warranting interference under Articles 226 and 227 of the Constitution of India. Accordingly, the writ petition stands ***dismissed***.

SD/-
(SURAJ GOVINDARAJ)
JUDGE

KTY
List No.: 1 Sl No.: 70