



CNR: KAHC010396562025

NC: 2026:KHC:52131
WP No. 18150 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 22ND DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MRS. JUSTICE K.S. HEMALEKHA

WRIT PETITION NO.18150 OF 2025 (GM-RES)

BETWEEN:

UMMER FAROOQ
S/O P. ABBAS,
AGED ABOUT 51 YEARS,
PWD CONTRACTOR, NUMAN VILLA,
SALMARA, PUTTURU,
DAKSHINA KANNADA – 574201.

...PETITIONER

(BY SRI. SACHIN B.S., ADVOCATE)

AND:

1. THE EXECUTIVE ENGINEER
MANGALORE UNIVERSITY
MANGALAGANGOTHRI
KONAJE VILLAGE, MANGALORE
DAKSHINA KANNADA – 574199.
2. THE REGISTRAR
MANGALORE UNIVERSITY
MANGALAGANGOTHRI,
KONAJE VILLAGE, MANGALORE,
DAKSHINA KANNADA – 574199.
3. THE VICE CHANCELLOR
MANGALORE UNIVERSITY
MANGALAGANGOTHRI
KONAJE VILLAGE, MANGALORE,
DAKSHINA KANNADA – 574 199.

...RESPONDENTS

(BY SRI. T.P. RAJENDRA KUMAR SUNGAY, ADVOCATE (V.C.))



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THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO ISSUE A WRIT OF MANDAMUS DIRECTING THE RESPONDENTS TO PAY THE BALANCE AMOUNT OF RS. 11,01,133/- TO THE PETITIONER BY CONSIDERING THE REPRESENTATION DATED 04.08.2021,10.11.2022 AND 28.01.2025 AS PER ANNEXURE-A ,B & C.

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

CORAM: HON'BLE MRS. JUSTICE K.S. HEMALEKHA

ORAL ORDER

1. The petitioner, a contractor, has invoked the extraordinary jurisdiction of this Court under Articles 226 and 227 of the Constitution of India, seeking a writ of mandamus directing the respondents-Mangalore University [**the University**] and its authorities to pay a sum of ₹11,01,133/-, stated to be the balance amount due towards the works executed by him under different contracts, by considering his representations dated 04.08.2021, 10.11.2022 and 28.01.2025.

Brief facts

2. The respondent-University invited tenders during the year 2013 for construction of an overhead tank of one lakh litres capacity at its PG centre, Chikka Aluvara, Kushalnagar, Kodagu District. The petitioner emerged as the successful bidder, and an



agreement dated 06.11.2013 was entered into for a sum of ₹48,50,714.54/-. Subsequently, supplementary agreements were entered into in relation of additional works, including water supply and pump shed works. According to the petitioner, the total value of the work executed was ₹58,46,508.27/-, against which he has received a sum of ₹50,57,586/-, leaving a balance amount claimed by him. The University issued a work done certificate dated 07.09.2022, recording the works executed and the payments made.

Submissions

3. Learned counsel for the petitioner would contend that the works entrusted to the petitioner have been completed and that substantial payments have admittedly been made by the University. Reliance is placed upon the work done certificate dated 07.09.2022 to contend that the execution of the works and payment of ₹50,57,586/- have been acknowledged by the University. It is therefore contended that withholding the balance amount, despite repeated representations, is arbitrary and that the respondents ought, at the least, to be directed to consider the petitioner's representations and release the amount lawfully due to him.



4. *Per contra*, learned counsel for the respondents would contend that the writ petition, though couched as one seeking consideration of representations, is, in substance, a proceeding for recovery of money arising out of disputed contractual transactions. It is submitted that the works relate to contracts executed during the period from 2013 to 2015 and that the petitioner, after the lapse of several years, cannot seek recovery of the alleged dues by invoking the jurisdiction of this Court under Article 226 of the Constitution. It is further contended that the claim itself is disputed: the pump shed work was not completed within the stipulated time; no final bill has been raised; the alleged additional painting work was unsupported by administrative sanction; and the claims arising under two different contracts cannot be clubbed together.

5. The respondents also rely upon Clause 36 of the contract and contend that, on account of the delay attributable to the petitioner, he is liable to pay liquidated damages quantified at ₹50,11,142.75/-.



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Reasons and conclusions

6. Having heard the learned counsel for the parties and perused the material on record, the principal question that arises for consideration is:

“Whether this Court, in exercise of its extraordinary jurisdiction under Article 226 of the Constitution, ought to issue a writ of mandamus directing payment or consideration of the petitioner’s representations for payment of amount due under contracts executed several years ago?”

7. The answer must be no.

8. The relief sought, notwithstanding its formulation as a direction to consider the representations, is essentially one for recovery of a sum of ₹11,01,133/-, allegedly due under contractual transactions. The entitlement of the petitioner to the said amount is not admitted by the respondents. On the contrary, the respondents have specifically disputed the completion of works, the existence of authorization for the additional painting work and the quantum allegedly payable. They have also set up a liability against the petitioner towards liquidated damages. These issues



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necessarily require adjudication of disputed questions of fact and examination of contractual terms and the evidence of the parties.

9. More importantly, the underlying transactions admittedly pertain to works undertaken pursuant to agreements entered into during the period from 2013 to 2015. If the petitioner considered that the amount had become due and payable under these contracts, it was incumbent upon him to pursue the remedy available in law for recovery of such amount within the prescribed period of limitation. The petitioner cannot secure, through proceedings under Article 226 of the Constitution, what he could not, on account of bar of limitation, obtain by approaching the competent Civil Court.

10. A direction by this Court to consider such representations would have the effect of indirectly breathing life into a claim which, if pursued before the appropriate forum, would be liable to be tested on the bar of limitation. The extraordinary jurisdiction under Article 226 of the Constitution cannot be employed for such a purpose. There is yet another aspect. The respondents specifically assert that the representations dated 04.08.2021 and 10.11.2022



have already been considered and answered by communications dated 05.09.2022 and 21.12.2022, respectively. Thus, even the premise on which the mandamus for consideration of the representations is sought does not survive.

11. Accordingly, this Court finds no ground to exercise its extraordinary jurisdiction either to direct payment of amount claimed or to issue a direction for reconsideration of the petitioner's representations. For the foregoing reasons, the writ petition is devoid of merit and is accordingly ***dismissed***.

Sd/-

JUSTICE K.S. HEMALEKHA

AT
List No.: 1 Sl No.: 25