



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 8<sup>TH</sup> DAY OF JULY, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ**

**WRIT PETITION No. 19499 OF 2026 (GM-TEN)**

**BETWEEN:**

1. M/S DYNAMIC ENTERPRISES,  
NO. 65, GLOBUS TOWNSHIP,  
NEAR INDRALOK NAGAR,  
RATLAM, MADHYA PRADESH-457 001,  
REP. BY ITS PARTNER/  
AUTHORIZED SIGNATORY  
THE REGISTRAR OF FIRM. UNDER SEC.58(1)  
OF THE INDIAN PARTNERSHIP ACT

...PETITIONER

(BY SRI VASU DEVA NAIDU S., ADVOCATE)

**AND:**

1. UNION OF INDIA,  
REP. BY  
THE GENERAL MANAGER,  
SOUTH WESTERN RAILWAY,  
GADAG ROAD,  
HUBBALLI-5800 20
2. THE DIVISIONAL RAILWAY MANAGER (DRM),  
SOUTH WESTERN RAILWAY,  
BANGALORE DIVISION,  
DIVISIONAL RAILWAY MANAGER'S OFFICE,  
BENGALURU - 560 023.
3. THE SENIOR DIVISIONAL ENVIRONMENT AND  
HOUSEKEEPING MANAGER (SR. DENHM/SBC),  
SOUTH WESTERN RAILWAY,

Digitally signed  
by SHWETHA  
RAGHAVENDRA  
Location: HIGH  
COURT OF  
KARNATAKA



BANGALORE DIVISION,  
DIVISIONAL RAILWAY MANAGER'S  
OFFICE (4<sup>TH</sup> FLOOR),  
BENGALURU - 560 023.

4. THE DIVISIONAL MECHANICAL ENGINEER/CHG.  
AND ENHM (DME/CHG. AND ENHM/SBC),  
SOUTH WESTERN RAILWAY,  
BANGALORE DIVISION,  
BENGALURU 560 023.

...RESPONDENTS

(BY SRI ARVIND KAMATH ASG A/W  
SRI NIROOP S. V., ADVOCATE)

THIS WP IS FILED UNDER ARTICLE 226 OF THE  
CONSTITUTION OF INDIA PRAYING TO QUASHING THE  
IMPUGNED TERMINATION-CUM-DEBARMENT NOTICE DATED  
12.05.2026 AS ILLEGAL, ARBITRARY, MALA FIDE, WITHOUT  
JURISDICTION, AND VIOLATIVE OF ARTICLES 14, 19(1)(G)  
AND 21 OF THE CONSTITUTION OF INDIA MARKED AS  
ANNEXURE-C DATED 12.05.2026 ETC.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ



**ORAL ORDER**

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

- "a) Issue a writ of certiorari or any other appropriate writ, order or direction quashing the impugned Termination-cum-Debarment Notice dated 12.05.2026 as illegal, arbitrary, mala fide, without jurisdiction, and violative of articles 14, 19(1)(g) and 21 of the Constitution of India marked as Annexure-C;
- b) Issue a writ of certiorari quashing the fresh Tender Notification issued for the same work at Yesvantpur Railway Station during the subsistence of the petitioners contract; marked as Annexure-L, dated 12.05.2026. Bid No.GEM.2026/B/7397522;
- c) Issue a writ of mandamus directing the respondents to reinstate the petitioner's contract and permit the petitioner to commence and execute the work for the balance period; marked as Annexure-Q dated 12.04.2026.
- d) Issue a writ of mandamus quashing the debarment declared against the petitioner in the impugned order as void, illegal, arbitrary, without notice, without hearing, without reasons, and contrary to the settled law; marked as Annexure-C.
- e) In the alternative, direct the respondents to issue a fresh and specific show cause notice proposing debarment, afford personal hearing, and pass a reasoned and proportionate order in accordance with law."

2. By way of the termination notice dated 12.05.2026, not only was the contract dated 09.03.2026 executed between the petitioner and respondent terminated, but



also the petitioner was debarred for a period of two years from the date of issuance of the impugned termination notice dated 12.05.2026.

3. Insofar as the termination of the contract is concerned, this Court normally intervenes in pre-contractual stage on the grounds of arbitrary actions etc., once a contract has been executed, the parties are governed by the contractual arrangement arrived at between the parties.
4. In the present case, insofar as termination is concerned, it would be governed by the detailed contract dated 09.03.2026 which provides for various remedies for both the petitioner and the respondent.
5. In that view of the matter, challenge to the termination would have to be made in terms of the contractual agreement as per the contract dated 09.03.2026.
6. As regards the debarment, a perusal of the papers indicates that though several notices have been issued in respect of performance as also termination, there is no particular notice which has been issued to the petitioner



informing and/or putting the petitioner on notice about the proposed debarment by the respondent.

7. Debarment having civil consequence, it was required for the respondent to have issued a notice indicating the intendment of debarment as mandated by the Hon'ble Supreme Court in ***Tata Cellular v. Union of India***<sup>1</sup>. No such notice having been issued through the termination notice, a debarment could also not have been resorted to by the respondent.

8. In that view of the matter, this Court passes the following:

**ORDER**

- (i) Writ petition is ***partly allowed***.
- (ii) Liberty is reserved to the petitioner to challenge the termination before the appropriate forum in terms of the contract entered into between the petitioner and respondent.
- (iii) The Debarment Notice dated 12.05.2026 is set aside.

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<sup>1</sup> (1994) 6 SCC 651



- (iv) Liberty is reserved to the respondent to issue notice as may be necessary informing the petitioner of the intendment for debarment.
- (v) Upon issuance of such notice, provide an opportunity to the petitioner to reply to the same and thereafter pass necessary orders in accordance with law.

**Sd/-**  
**(SURAJ GOVINDARAJ)**  
**JUDGE**