



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 19695 OF 2026 (GM-TEN)

BETWEEN:

SRIKANTESHWARA TRADERS,
A SOLE PROPRIETORSHIP CONCERN,
HAVING ITS PRINCIPAL PLACE OF BUSINESS AT
APMC YARD, GODOWN NO.50,
4TH CROSS, HULLAHALLI ROAD,
NANJANGUD, MYSURU - 571 301.
REPRESENTED BY ITS PROPRIETOR
SRI. PRASHANTH N.

...PETITIONER

(BY SRI. PRITHVEESH M. K., ADVOCATE)

AND:

1. THE STATE OF KARNATAKA,
HINDU RELIGIOUS INSTITUTIONS AND
CHARITABLE ENDOWMENTS DEPARTMENT,
REPRESENTED BY ITS ADDITIONAL
CHIEF SECRETARY,
2ND AND 3RD FLOOR,
MAHADESHWARA VARTHA BHAVAN,
CHAMRANJPET,
BENGALURU - 560 018.
2. THE SECRETARY,
SRI CHAMUNDESHWARI DEVELOPMENT AUTHORITY,
CHAMUNDI HILLS,
MYSORE - 570 010.

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



3. THE DEPUTY COMMISSIONER,
DEPUTY COMMISSIONER'S OFFICE,
MYSORE DISTRICT - 570 011

...RESPONDENTS

(BY SRI. MOHAMMED JAFAR SHAH., AGA FOR R1 AND R3)

THIS WP IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR RECORDS FROM THE RESPONDENTS, ISSUE A WRIT OR ORDER QUASHING THE IMPUGNED E TENDER NOTIFICATION DATED 10/06/2026 BEARING NO. SRICHAKSHEAPRA.5 CR: /2026-27 ISSUED BY THE 2ND RESPONDENT FOR SUPPLY OF GROCERIES/FOOD ITEMS FOR PREPARATION OF LADDU PRASADA (ANNEXURE - F) AND (II) IMPUGNED E-TENDER NOTIFICATION DATED 10/06/2026 BEARING NO. SRICHAKSHEAPRA.5 CR: /2026-27 ISSUED BY THE 2ND RESPONDENT FOR SUPPLY OF GROCERIES/FOOD ITEMS FOR PREPARATION OF DAILY MEALS AND OTHER MEALS (ANNEXURE-F1) AND CONSEQUENTLY DIRECT THE 2ND RESPONDENT TO PROCEED WITH THE E-TENDER NOTIFICATIONS DATED 17/04/2026, BOTH BEARING NO. SRICHAKSHEAPRA.5 CR: /2026-27 ISSUED BY THE 2ND RESPONDENT (ANNEXURE-D AND D1 RESPECTIVELY) AND 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. Learned AGA accepts notice for respondents No.1 and 3. Notice to respondent No.2 is dispensed, in view of the proposed order to be passed.
2. Petitioner is before this Court seeking for the following reliefs:
 - i. Call for records from the respondent;*
 - ii. Issue a writ or order quashing the impugned e-tender notification dated 10/06/2026 bearing No. SriChaksheApra.5 CR: /2026-27 issued by the 2nd respondent for supply of groceries/food items for preparation of Laddu Prasada (Annexure - F) and (ii) impugned E-tender notification dated 10/06/2026 bearing no. SriChaksheApra.5 CR: /2026-27 issued by the 2nd respondent for supply of groceries/food items for preparation of daily meals and other meals (Annexure-F1) and Consequently direct the 2nd Respondent to proceed with the E-Tender Notifications dated 17/04/2026, both bearing No. SriChaksheApra.5 CR: /2026-27 issued by the 2nd Respondent (Annexure-D and D1 respectively), to meet the ends of justice;*
 - iii. Pass any other order as this Hon'ble Court may deem fit, in the interest of justice and equity."*
3. The submission of Sri. Prithveesh M.K., learned counsel for the petitioner is that, firstly, two tenders having earlier been issued, have been cancelled without giving any reasons. Secondly, clause-16 in the present tender notification contains the



requirement of a prior qualification for having supply to Grade-1 temple. And thirdly, in terms of clause-21, the requirement of the tenderer being the owner of the vehicle in which the supply has been made, has been now reduced to a lease of the vehicle. As such he submits that all the above have been done to favour certain others who are disqualified and by reducing the qualification criteria, those disqualified persons would now stand qualified.

4. Insofar as the first contention of the learned counsel for the petitioner that the two tenders for supply of laddu and daily meals issued on 02.03.2025 at Annexures-B and B1 and once again, two tenders issued on 17.04.2026 for supply of laddu and daily meals had not been processed and a third tender has been issued on 10.06.2026 for the same supply of laddu and daily meals. The petitioner has participated in all three tenders. The non-processing of the tender dated 02.03.2025 or 17.04.2026 has not been challenged by the petitioner. It is only after the tender dated 10.06.2026 has been issued, that the petitioner is before this Court contending that the earlier tenders could not be processed. The petitioner having participated in the second tender on 17.04.2026 without challenging the non-processing



of the earlier tender dated 02.03.2025, cannot maintain a challenge to the said tender.

5. Insofar as the challenge to the tender dated 10.06.2026 is concerned, even in this tender, the petitioner has participated and has not raised any issue as regards the non-processing of the tender dated 17.04.2026, earlier to that and is only after participating in the third tender, that the petitioner has raised issues in the present petition as regards the aforesaid clauses. Having participated in all the three tenders and not having raised any issue as regard the non-processing of the earlier two tenders, before participation in third tender, I am of the considered opinion that the first submission of the petitioner cannot be accepted.
6. Insofar as second contention relating to clause-16, the said clause-16 in the earlier tender at page 43 is reproduced hereunder for reference:

ಟೆಂಡರ್ ದಾರರು 2022-23, 2023-24, 2024-25, 2025-26 ನೇ ಸಾಲಿನ ಯಾವುದಾರರು 2 ಎರಡು ವರ್ಷಗಳಲ್ಲಿ ಆಹಾರ ಸಾಮಗ್ರಿಗಳನ್ನು ಮುಜರಾಯಿ ಇಲಾಖೆಯ ಗ್ರೇಡ್-1 ದೇವಸ್ಥಾನಗಳಿಗೆ ಟೆಂಡರ್‌ನ ಒಟ್ಟು ಮೌಲ್ಯದ ಶೇ100 ರಷ್ಟು ಟೆಂಡರ್ ನಲ್ಲಿ ಕೇಳಲಾದ ಆಹಾರ ಸಾಮಗ್ರಿಗಳ ಸರಬರಾಜಿನಲ್ಲಿಯೇ ಹೊಂದಿರಬೇಕು. ಸರಬರಾಜು ಮಾಡಿರುವ ಬಗ್ಗೆ ಅನುಭವ ದೃಢೀಕರಣ ಪತ್ರದಲ್ಲಿ ಮಾರಾಟ ಮಾಡಲಾದ ಆಹಾರ	1ನೇ ವರ್ಷ
	2ನೇ ವರ್ಷ



ಪದಾರ್ಥಗಳ ಮೊತ್ತವನ್ನು ಕಡ್ಡಾಯವಾಗಿ ನಮೂದಿಸಬೇಕು (ಕೇವಲ ಸರಬರಾಜು ಆದೇಶಗಳನ್ನು ಮಾನ್ಯ ಮಾಡಲಾಗುವುದಿಲ್ಲ.)	
---	--

7. Clause-16 in the present tender at page No.67 is reproduced hereunder for reference:

ಟೆಂಡರ್ ದಾರರು 2022-23, 2023-24, 2024-25, 2025-26 ನೇ ಸಾಲಿನ ಯಾವುದಾರರು 2 ಎರಡು ಪ್ರತ್ಯೇಕ ವರ್ಷಗಳಲ್ಲಿ ಆಹಾರ ಸಾಮಗ್ರಿಗಳನ್ನು ಮುಜರಾಯಿ ಇಲಾಖೆಯ ದೇವಸ್ಥಾನಗಳಿಗೆ / ಸರ್ಕಾರಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಟೆಂಡರ್ನ ಒಟ್ಟು ಮೌಲ್ಯದ ಶೇ100 ರಷ್ಟು ಟೆಂಡರ್ ನಲ್ಲಿ ಕೇಳಲಾದ ಆಹಾರ ಸಾಮಗ್ರಿಗಳ ಸರಬರಾಜಿನಲ್ಲಿಯೇ ಹೊಂದಿರಬೇಕು. ಸರಬರಾಜು ಮಾಡಿರುವ ಬಗ್ಗೆ ಅನುಭವ ದೃಢೀಕರಣ ಪತ್ರದಲ್ಲಿ ಮಾರಾಟ ಮಾಡಲಾದ ಆಹಾರ ಪದಾರ್ಥಗಳ ಮೊತ್ತವನ್ನು ಕಡ್ಡಾಯವಾಗಿ ನಮೂದಿಸಿರಬೇಕು (ಕೇವಲ ಸರಬರಾಜು ಆದೇಶಗಳನ್ನು ಮಾನ್ಯ ಮಾಡಲಾಗುವುದಿಲ್ಲ)	1ನೇ ವರ್ಷ
	2ನೇ ವರ್ಷ

8. The submission of the learned counsel for the petitioner is that in the earlier tenders there was a requirement of supply being made to Grade-1 temple, since the present temple is a Grade-1 temple and therefore, there was a nexus in the condition which had been imposed. Now removal of the condition relating to supply to Grade-1 temple will take away the nexus and make certain other persons who are disqualified, as qualified. As such on that ground, he submits that the tender is required to be quashed.



9. Insofar as this contention is concerned, this Court is unable to accept the said submission. This Court normally does not intervene in tender matters. But when it intervenes, it intervenes in circumstances where the conditions are restrictive and the rights of prospective participants in the tender process are circumscribed. By deleting the requirement of supply to Grade-1 temple as a qualification, this Court is of the considered opinion that the field restricted, is now widened by permitting tenderers who have not supplied to Grade-1 temple but to other Muzrai temples, to participate in the tender. Therefore, providing more number of participants for the respondents to choose from and also to obtain better pricing in the said tendering process.
10. Insofar as clause-21 is concerned, the earlier clause 21 at page No.44 is reproduced hereunder for reference:

ಟೆಂಡರ್ ದಾರರು ಆಹಾರ ಪದಾರ್ಥಗಳನ್ನು ಸೂಕ್ತ ಸಮಯದಲ್ಲಿ ದೇವಾಲಯದ ಬಾಗಿಲಿಗೆ ಒದಗಿಸಲು ಕನಿಷ್ಠ 10 ಟನ್ ಅಥವಾ ಮೇಲ್ಪಟ್ಟ ಸಾಮರ್ಥ್ಯದ ಒಂದು ಸರಕು ಸಾಗಾಣೆ ವಾಹನವನ್ನು ಸ್ವಂತ ಅಥವಾ ಸಂಸ್ಥೆಯ ಹೆಸರಿಗೆ ಟೆಂಡರ್ ಪ್ರಕಟಣೆಯ ದಿನಾಂಕದೊಳಗೆ ಅಥವಾ ಹಿಂದೆಯೇ ನೋಂದಾಹಿಸಿಕೊಂಡಂತಹ ಜಿಪಿಎಸ್ ಅಳವಡಿಸಿದ ವಾಹನವನ್ನು ಹೊಂದಿರಬೇಕು (ವಾಹನಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಎಲ್ಲಾ ಬಗೆಯ ದಾಖಲೆಗಳನ್ನು ಸಲ್ಲಿಸುವುದು) RC, Insurance, FC, Emmision etc	Valid RC
	Valid FC
	Valid Emmission Test
	Valid Insurance



11. The clause-21 in the present tender at page No.68 is reproduced hereunder for reference:

ಟೆಂಡರ್ ದಾರರು ಆಹಾರ ಪದಾರ್ಥಗಳನ್ನು ಸೂಕ್ತ ಸಮಯದಲ್ಲಿ ದೇವಾಲಯದ ಬಾಗಿಲಿಗೆ ಒದಗಿಸಲು ಕನಿಷ್ಠ 10 ಟನ್ ಅಥವಾ ಮೇಲ್ಪಟ್ಟ ಸಾಮರ್ಥ್ಯದ ಒಂದು ಸರಕು ಸಾಗಾಣೆ ವಾಹನವನ್ನು ಸ್ವಂತ / ಭೋಗ್ಯ ಕರಾರು ಅಥವಾ ಸಂಸ್ಥೆಯ ಹೆಸರಿಗೆ ಟೆಂಡರ್ ಪ್ರಕಟಣೆಯ ದಿನಾಂಕದೊಳಗೆ ಅಥವಾ ಹಿಂದೆಯೇ ನೋಂದಾಹಿಸಿಕೊಂಡಂತಹ ಜಿಪಿಎಸ್ ಅಳವಡಿಸಿದ ವಾಹನವನ್ನು ಹೊಂದಿರಬೇಕು ಲಗತ್ತಿಸುವುದು (ವಾಹನಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಎಲ್ಲಾ ಬಗೆಯ ದಾಖಲೆಗಳನ್ನು ಸಲ್ಲಿಸುವುದು) RC, Insurance, FC, Emmision etc	Valid RC
	Valid FC
	Valid Emmission Test
	Valid Insurance

12. The only distinction in these two cases is as regards in the earlier tender, the ownership of vehicles are required with the tenderer. In the present, it is permissible for a tenderer to either own the transport vehicle or to have obtained it on lease. The submission of the learned counsel for petitioner in this regard is also that the said clause watered downs the requirement inasmuch as the context in which the earlier clause was introduced, was to maintain a steady supply with full ownership of the vehicle.
13. Having considered clause-21 which is extracted above, it is both a tenderer who owns the vehicle as also who has obtained the vehicle on lease, who can participate in the tender. It doesn't take away the



right of the petitioner to participate in the tender. It only makes available any other tenderer who has a vehicle on lease to participate in the said tender. Lease is also a manner of right for the tenderer to have access to and exercise rights over the particular vehicle. If there is any default in supply, the default would be answered by the other terms of the tender documentation. It cannot be presumed that merely because the vehicle is leased by a tenderer, there could be a default. Even this clause opens up the competition and makes available for participation for persons who may not own the vehicles, but have leased the vehicles. This again is not a restrictive term, but is a liberal term which would enable others to participate. Hence, this contention also cannot be said to be violative of Article 14 or restrictive.

14. In that view of the matter, no grounds being made out, the writ petition stands ***dismissed***.

SD/-
(SURAJ GOVINDARAJ)
JUDGE