



CNR: KAHC010470372026

NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28<sup>TH</sup> DAY OF JULY, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

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

WRIT APPEAL NO.1722 OF 2026 (GM-RES)

**BETWEEN:**

M/S. BVG INDIA LIMITED,  
A COMPANY WITHIN THE MEANING OF  
THE COMPANIES ACT, 1956 AND  
THE COMPANIES ACT, 2013,  
HAVING ITS OFFICE AT:  
BVG HOUSE, NO.47,  
MILLERS TANK BUND ROAD,  
VASANTHNAGAR,  
BENGALURU-560 052.  
REPRESENTED BY ITS  
AUTHORIZED SIGNATORY  
MR. D.A. JOSHI.

...APPELLANT

(BY SRI. MANU KULKARNI, ADVOCATE FOR  
SRI. VISHWAS N., AND SRI. SUMUKH B. RAM, ADVOCATES)

**AND:**

1. UNION OF INDIA,  
MINISTRY OF RAILWAYS,  
RAIL BHAWAN, NEW DELHI-110 001.  
REPRESENTED BY ITS  
CHIEF SECRETARY.
2. RAIL WHEEL FACTORY (INDIAN RAILWAYS),  
YELAHANKA,



CNR: KAHC010470372026

NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026

BENGALURU-560 064.  
REPRESENTED BY ITS  
GENERAL MANAGER.

3. THE CHIEF ENGINEER,  
RAIL WHEEL FACTORY (INDIAN RAILWAYS),  
YELAHANKA,  
BENGALURU - 560 064.
4. THE DEPUTY CHIEF ENGINEER,  
RAIL WHEEL FACTORY (INDIAN RAILWAYS),  
YELAHANKA,  
BENGALURU - 560 064.
5. THE SECRETARY,  
MINISTRY OF LABOR AND EMPLOYMENT,  
GOVERNMENT OF INDIA,  
SHRAM SHAKTHI BHAVAN,  
RAFI MARG,  
NEW DELHI - 110 001.

...RESPONDENTS

(BY SRI. K. ANANDARAMA, SPC)

THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE THE IMPUGNED JUDGMENT DATED 09.06.2026 IN W.P.NO.16646/2024 PASSED BY THE LEARNED SINGLE JUDGE OF THIS HON'BLE COURT; AND CONSEQUENTLY, GRANT RELIEFS AS PRAYED FOR IN W.P.NO.16646/2024.

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 MRS. JUSTICE K.S. HEMALEKHA



**CNR: KAHC010470372026**

**ORAL JUDGMENT**

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

1. The appellant has filed the present appeal impugning the judgment dated 09.06.2026 [**impugned order**] passed by the learned Single Judge of this Court in W.P. No.16646/2024 (GM-RES). The appellant had filed the said writ petition, *inter alia*, impugning the letter dated 12.08.2023 issued by respondent No.3, whereby the appellant's request for reimbursement of the enhanced minimum wages, along with interest @13.17% per annum till the date of final payment, was rejected.

2. On 02.11.2015, respondent No.2 [hereafter **RWF**] issued a Notice inviting tender for the mechanised cleaning of roads, service buildings, toilets, etc., within the premises and colonies of RWF. The appellant participated in the tender, and was declared as the successful bidder (L-1). Thereafter, respondent No.3 issued a Letter of Acceptance [**LOA**] dated 19.01.2016, awarding the contract to the appellant for a period of three years for consideration of ₹6,95,31,656/-.



CNR: KAHC010470372026

**NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026**

3. The appellant claims that he completed the contract, which expired by efflux of time on 18.01.2019. The appellant states that during the said period, the minimum wages were significantly increased by Notification dated 20.04.2017 with effect from 01.04.2017. This resulted in the appellant being burdened with a huge wage bill which it had not anticipated.

4. The appellant states that it has submitted a representation dated 09.11.2017 seeking reimbursement of the enhanced wages. However, the respondents denied the said representation. The contract between the parties contained a Price Variation Clause (PVC), and there is no dispute that RWF made payments in accordance with the said clause.

5. Since RWF did not accede to the appellant's representation for reimbursement of the enhanced wages, the appellant filed a writ petition being W.P. No.43936/2018 (GM-RES), *inter alia*, praying for a direction to the respondents to consider the appellant's claim for reimbursement of the enhanced rates of minimum wages with effect from 01.04.2017. The said writ petition was disposed of by an order dated 23.05.2023, directing the respondents to consider



**CNR: KAHC010470372026**

the appellant's representation. Thereafter, the appellant once again submitted a representation dated 19.06.2023 requesting reimbursement of the enhanced wages along with interest at the rate of 13.17% per annum. The appellant claimed a sum of ₹2,54,23,793/- (Two Crores Fifty Four Lakhs Twenty Three Thousand Seven Hundred and Ninety three only), together with further interest till the entire amount was paid.

6. RWF rejected the said representation by a letter dated 12.08.2023 and declined to pay the enhanced wages. Aggrieved by the same, the appellant once again filed a writ petition being W.P. No.16646/2024.

7. The respondents filed a statement of objections as well as an application (I.A.No.2/2024) under Section 8 of the Arbitration and Conciliation Act, 1996 [**the A & C Act**]. The learned Single Judge, considering that there was an arbitration agreement between the parties, declined to entertain the said writ petition and disposed of the same by the impugned order.

8. The learned counsel appearing for the appellant submits that the issue of the maintainability of the writ petition in relation to the



CNR: KAHC010470372026

**NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026**

subject matter was decided in the earlier writ petition, W.P. No.43936/2018 (GM-RES), as that petition had been entertained by this Court. He submits that the issue has now attained finality and operates as *res judicata* between the parties. The learned counsel submits that the learned Single Judge erred in declining to entertain the writ petition on the ground of the existence of an arbitration agreement between the parties. He submits that the writ petition was maintainable as it was against the State. He further submits that a similar relief to that claimed by the petitioner had been granted to the contractor by the Bombay High Court in the writ petition preferred by the said contractor.

9. The contention that the principles of *res judicata* are applicable is *ex facie* erroneous. The fact that the appellant's writ petition had been entertained on an earlier occasion is not dispositive of the question as to whether the writ petition is required to be entertained in respect of its claim for enhancement of wages.

10. The contention that the writ petition is maintainable against the respondents is not the issue in question. The learned Single Judge has not declined to entertain the writ petition on the ground



CNR: KAHC010470372026

NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026

that it was not maintainable. A plain reading of the impugned order indicates that the learned Single Judge declined to entertain the writ petition on the ground that it would not be apposite to do so, since there existed an arbitration agreement between the parties. The parties had agreed that all disputes arising in relation to the contract could be referred to arbitration.

11. Undisputedly, the appellant's claim for reimbursement of wages arises from the agreement between the parties. Admittedly, the question as to whether the appellant would be entitled to claim enhanced wages falls within the scope of the arbitration clause.

12. It is relevant to refer to the observations made by the Supreme Court in the recent decision in ***PHR Invent Educational Society v. UCO Bank***<sup>1</sup>. In the said case, the Supreme Court noted the exceptions to the general rule of non-entertainment of the writ petition in cases where an efficacious alternative remedies is available. The relevant extract of the said decision is set out below:

"37. It could thus clearly be seen that the Court has carved out certain exceptions when a petition under Article 226 of

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<sup>1</sup> (2024) 6 SCC 579



**CNR: KAHC010470372026**

the Constitution could be entertained in spite of availability of an alternative remedy. Some of them are thus:

- (i) where the statutory authority has not acted in accordance with the provisions of the enactment in question;
- (ii) it has acted in defiance of the fundamental principles of judicial procedure;
- (iii) it has resorted to invoke the provisions which are repealed; and
- (iv) when an order has been passed in total violation of the principles of natural justice.

38. It has however been clarified that the High Court will not entertain a petition under Article 226 of the Constitution if an effective alternative remedy is available to the aggrieved person or the statute under which the action complained of has been taken itself contains a mechanism for redressal of grievance.

39. Undisputedly, the present case would not come under any of the exceptions as carved out by this Court in *Chhabil Dass Agarwal* [(2014) 1 SCC 603] .

40. We are therefore of the considered view that the High Court has grossly erred in entertaining and allowing the petition under Article 226 of the Constitution."

13. In view of the above, the present appeal is unmerited. Clearly, none of the exceptions as mentioned is applicable. In view



CNR: KAHC010470372026

**NC: 2026:KHC:39005-DB  
WA No. 1722 of 2026**

of the above, we find no ground to interfere with the impugned judgment. The appeal is accordingly dismissed.

14. Pending interlocutory applications stand disposed of.

**Sd/-  
(VIBHU BAKHRU)  
CHIEF JUSTICE**

**Sd/-  
(K.S. HEMALEKHA)  
JUDGE**