



CNR: KAHC010483132026

NC: 2026:KHC:36664
WP No. 21578 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 21578 OF 2026 (GM-RES)

BETWEEN:

SRI.MOHANDAS SHETTY
S/O SANJEEV SHETTY
AGED ABOUT 67 YEARS
PROPRIETOR
M/S. IDEAL CATERING SERVICES
P.V.K BHANDARKAR COMPLEX
MANNAGUDDA,
MANGALURU - 575 003.

...PETITIONER

(BY SRI. SANATH KUMAR SHETTY K, ADVOCATE)

AND:

1. PROFESSOR-IN-CHARGE
HOSTELS
NATIONAL INSTITUTE OF TECHNOLOGY
SURATHKAL, MANGALURU - 575 025.
2. NATIONAL INSTITUTE OF TECHNOLOGY
SURATHKAL HOSTELS TRUST REGD.,
POST: SRINIVASANAGAR
MANGALURU - 575 025
REP. BY
THE PROFESSOR-IN-CHARGE
NATIONAL INSTITUTE OF TECHNOLOGY
KARNATAKA - 575 025, SURATHKAL.
3. NATIONAL INSTITUTE OF TECHNOLOGY
SURATHKAL,

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



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MANGALURU - 575 025.
REPRESENTED BY ITS DIRECTOR

...RESPONDENTS

(BY SRI. MANMOHAN P.N, ADVOCATE FOR R1 TO R3)

THIS WP IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO I. ISSUE A WRIT IN THE NATURE OF CERTIORARI TO QUASH THE COMMUNICATION DATED-10/07/2026 ISSUED BY THE 1ST RESPONDENT IN NO. 16/NITKSH/CONTRACT MESS/MESS/GROUP-5/26/SUPERINTENDENT WHEREUNDER RESPONDENT HAS DIRECTED THE PETITIONER TO VACATE THE MESS IN ARAVALI (BLOCK-1) AND SAHYADRI (BLOCK-VII) HOSTELS ON 19/07/2026 AND HAND OVER THE STAKE OF THE UTENSILS AND KITCHEN EQUIPMENTS ON 20/07/2026 VIDE ANNEXURE-A 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. Sri. Manmohan P. N., learned counsel accepts notice for respondent Nos.1 to 3.
2. Petitioner is before this Court seeking for the following reliefs:
 - a. *Issue a writ in the nature of certiorari to quash the communication dated: 10/07/2026 issued by the 1st Respondent in No. 16/NITKSH/Contract Mess/mess/Group-5/26/Superintendent whereunder the 1st Respondent has directed the Petitioner to vacate the mess in Aravali (Block-I) and Sahyadri (Block-VII) hostels on 19/07/2026 and hand over the stake of the utensils and kitchen equipments on 20/07/2026 vide Annexure-A.*



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b. Pass such other writ, order or direction as this Hon'ble Court deems fit and proper under the circumstances of this case.

3. Respondent No.2 had issued a tender for the purpose of operation of the Mess Halls in the said college. The petitioner, being one of the participants, was awarded a work order on 09.07.2025 in respect of Block No.II and Block No.VII of the hostel of respondent No.2. The key points of the award are as per Clause 8 thereof. Reliance is based on Sub-clause 8 of Clause-8, which reads as under:

8. The mess contract shall be awarded for an initial period of one year, and may be extended annually, upto a maximum of 3 (three) years, subject to satisfactory feedback from the students. NITKSH reserved the right to revise the terms and conditions of the contract during any extension period .

4. By relying on the above, the submission of Sri. Sanath Kumar Shetty K, learned counsel appearing for the petitioner, is that:

4.1. The contract being awarded initially for a period of 1 (one) year, it may be extended annually up to a maximum of 3 (three) years, subject to positive feedback from students.

4.2. His submission is that feedback having been received from the students, the petitioner in respect of Block No.II has received a score of 8.72



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and in respect of Block No.VII has received a score of 7.98. Despite this, the extension has not been granted to the petitioner, though the other vendors who have secured lower scores have been granted an extension.

4.3. His submission is that in view of the student feedback, it is more than satisfactory compared to the other vendors, and the extension ought to have been granted to the petitioner.

5. Sri Manmohan P. N., learned counsel appearing for the respondents, has filed a memo producing certain documents.

5.1. His submission relying on the said documents is that on 15.05.2026, a show cause notice had been issued to the petitioner. On 06.05.2026, there was a complaint received from the Mess Manager, 4th and 5th Block, making several allegations as regards the petitioner and the Mess Worker engaged by the petitioner, including physical assault, verbal abuse, criminal intimidation and a threat to the person's safety.

5.2. In pursuance thereof, the respondents had issued a show cause notice on 15.05.2026 which has



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been replied too by the petitioner on 20.05.2026. One of the allegations is that one Mr Chouki Lal was employed with the petitioner and deputed to the mess being managed by the petitioner. No police verification of his antecedents had been made, and further that Mr Chouki Lal had involved himself in physical abuse and verbal altercations with several others, and was also found to be continuously in an inebriated state. The petitioner denied all the contentions in the show cause notice and had enclosed a police verification statement.

5.3. The submission of Sri. Manmohan P.N., learned counsel for the respondents is that the verification is ex-facie, a false verification inasmuch as Mr.Chouki Lal is stated to be a resident of Madhya Pradesh. But the police seal of verification is that of Police Post Kamand Dist. Mandi (H.P.). Thus, even this verification, which the petitioner relies upon, is a false verification, according to the submission of counsel for the respondents.

5.4. His submission is that it is in that background on 10.07.2026 at vide Annexure-A, the respondents have informed the petitioner that the period of 1



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(one) year would expire on 19.07.2026 and directed the petitioner to vacate the mess in Aravalli (Block-2) and Sahyadri (Block-7) hostels on 19.07.2026 and hand over the stock of utensils and kitchen equipment on 27.07.2026.

5.5. His submission is that in terms of the key point of Sub-clause 8 of Clause 8, it is the discretion of the respondents to extend the contract, and there is no vested right in the petitioner to seek for such an extension.

5.6. Lastly, his submission is that the tender document indicates that in terms of Clause 19, any dispute is required to be settled; if not settled mutually, it is required to be resolved through the mode of arbitration in the Arbitration and Conciliation Act, 1996. Clause 19, relied upon by Sri Manmohan P.N., learned counsel for the respondents, is reproduced hereunder for easy reference:

"19. Settlement of Disputes/Arbitration: As far as possible, disputes shall be settled mutually. In the event of any unsettled dispute or difference relating to the interpretation and application of the provisions of the agreement, such dispute or difference shall be addressed as per the 'Arbitration and Conciliation Act, 1996'. The parties to the dispute will share equally the cost of arbitration intimated by the arbitrator. The place of



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arbitration shall be at NITKS Hostel Office or as decided by the arbitrator."

- 5.7. On that ground, he submits that the discretion being vested with the respondents, the respondents have chosen not to extend the work order in favour of the petitioner.
- 5.8. His last submission is that the petitioner has suppressed the aspect of the complaint which has been filed, as well as the show cause notice which had been issued when the above petition was filed.
6. In the rejoinder, Sri Sanath Kumar Shetty K., learned counsel appearing for the petitioner, would submit that the issuance of the show cause notice is not mentioned in the impugned letter dated 10.07.2026 and therefore not produced or mentioned in the petition. He reiterates that the petitioner having got a good positive feedback from the students, the extension ought to be granted in favour of the petitioner.
7. Heard Sri Sanathkumar Shetty, learned counsel for the petitioner, Sri Manmohan P. N., learned counsel for the respondents and perused the papers.
8. The short question that arises for consideration is whether the petitioner is entitled, as a matter of right,



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to an extension of the mess contract for a further period of one year or two years by virtue of Sub-clause 8 of Key Point Clause 8 of the tender conditions, or whether the extension contemplated therein is merely discretionary.

9. A careful reading of Sub-clause 8 of Key Point Clause 8 indicates that the contract for running the mess is to be awarded initially for a period of one year and **may** thereafter be extended annually, subject to a maximum period of three years, provided satisfactory feedback is received from the students. The emphasis placed by the learned counsel for the petitioner is on the latter part of the clause, namely, that the extension is subject to satisfactory feedback from the students. It is contended that, since the petitioner has received satisfactory feedback and there are no adverse remarks regarding the quality of the services rendered, the respondents are under an obligation to extend the contract.
10. I am unable to accept the said contention. The clause has to be construed as a whole and not by reading one part thereof in isolation. The expression employed is that the contract **"may be extended annually"**. The legislature or the contracting parties, as the case may be, consciously employ the expressions "shall" and



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"may" to denote mandatory and discretionary obligations respectively. The use of the expression "may" in the present clause unmistakably indicates that the power to grant an extension is discretionary and not mandatory. The requirement of positive feedback from the students is, therefore, only a condition precedent for considering an extension and cannot be construed as conferring an automatic or vested right upon the contractor to demand such an extension. Even where the condition of satisfactory performance is fulfilled, the respondents retain the discretion to determine whether or not the contractual relationship should continue, having regard to their administrative requirements, institutional interests and other relevant considerations.

11. Thus, satisfactory feedback by itself does not translate into an enforceable right in favour of the petitioner. At best, it renders the petitioner eligible for consideration for extension. The ultimate decision whether to continue the contractual arrangement rests with the respondents, who are the custodians of the institution and are best placed to assess whether continuation of the existing arrangement would serve the interests of the institution. Unless the exercise of such discretion is demonstrated to be arbitrary, irrational, mala fide or actuated by extraneous considerations, this Court would



not substitute its own decision for that of the competent authority.

12. In the present case, it is an admitted position that the contractual period expires on 19.07.2026. The respondents have consciously decided not to exercise the discretion of extending the contract and have instead directed the petitioner to hand over vacant possession of the mess premises together with the kitchen equipment and other articles belonging to the institution. Such a decision falls squarely within the realm of contractual administration. Merely because the petitioner expected or hoped for an extension does not create a legal entitlement capable of enforcement in writ proceedings.
13. The relief sought by the petitioner, in substance, is a direction to the respondents to extend the contract for a further period in terms of Sub-clause 8 of Key Point Clause 8. Granting such a relief would amount to directing specific performance of a contractual obligation. It is well settled that the extraordinary jurisdiction under Article 226 of the Constitution is not intended to enforce purely contractual rights or to compel specific performance of contractual obligations. Judicial review in contractual matters is confined to



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examining the decision-making process and not the merits of the contractual decision itself. Unless the action of the State or its instrumentalities is shown to be patently arbitrary, discriminatory, mala fide or violative of constitutional or statutory provisions, this Court would ordinarily refrain from interfering in matters arising out of commercial or contractual arrangements.

14. In the facts of the present case, no material has been placed before this Court to demonstrate that the respondents' decision not to extend the contract suffers from any manifest arbitrariness or mala fides warranting interference under Article 226 of the Constitution. On the contrary, the record discloses that complaints had been received against the petitioner and that a show-cause notice had been issued. Whether those complaints are ultimately justified or not is not a matter requiring adjudication in the present proceedings. The existence of such complaints itself indicates that the respondents had relevant material before them while deciding not to continue the contractual arrangement. More importantly, the contractual clause itself vests discretion in the respondents, and therefore the decision not to grant an



extension cannot be said to be contrary to the terms of the contract.

15. Even assuming that the petitioner has any grievance regarding the non-extension of the contract or alleges breach of the contractual terms, such grievance must necessarily be worked out in accordance with the remedies provided under the contract. Clause 18 of the agreement specifically provides a mechanism for resolution of disputes through arbitration. Where parties have consciously agreed upon a contractual dispute resolution mechanism, and the dispute essentially concerns the interpretation or enforcement of contractual terms, this Court would ordinarily decline to exercise its writ jurisdiction, leaving the parties to avail the remedies agreed upon between them.
16. For all the aforesaid reasons, I am of the considered opinion that the petitioner has failed to establish any enforceable legal right to seek extension of the mess contract. The extension contemplated under Sub-clause 8 of Key Point Clause 8 is discretionary and not automatic. The petitioner cannot invoke the extraordinary jurisdiction of this Court to compel the respondents to continue a contractual relationship or to grant what would effectively amount to specific



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performance of the contract. The petitioner is, however, at liberty to pursue such contractual remedies as may be available in law, including those under Clause 18 of the agreement.

17. Accordingly, the writ petition stands **dismissed**.

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

GJM
List No.: 1 Sl No.: 15