



CNR: KAHC010525322026

NC: 2026:KHC:41748
WP No. 23972 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO.23972 OF 2026 (GM-TEN)

BETWEEN:

M/S. GLOBAL AGENCY,
NO. 53/A, 1ST FLOOR,
1ST CROSS, 4TH BLOCK,
BSK 3RD STAGE,
3RD PHASE,
BANGALORE - 560 085,
REP. BY ITS MANAGING PARTNER
SRI SATISH CHIMBILI.
THE PARTNERSHIP FIRM
REGISTERED UNDER SECTION 58 (1) OF INDIAN
PARTNERSHIP ACT, 1932.

...PETITIONER

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA

(BY SRI. VASU DEVA NAIDU.S., ADVOCATE)

AND:

1. THE GENERAL MANAGER,
SOUTH WESTERN RAILWAY,
GADAG ROAD,
HUBBALLI - 580 023.
2. THE DIVISIONAL RAILWAY MANAGER (DRM),
SOUTH WESTERN RAILWAY,



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BANGALORE DIVISION,
DRM's OFFICE,
BENGALURU - 560 023.

3. THE SENIOR DIVISIONAL
MECHANICAL ENGINEER
(SR. DME/SBC),
SOUTH WESTERN RAILWAY,
BANGALORE DIVISION,
DRM's OFFICE (3RD FLOOR),
BENGALURU-560 023.

...RESPONDENTS

(BY MS. SAFALYA S WAGLE, AGA FOR R1 TO R3)

THIS W.P. IS FILED UNDER ARTICLE 226 OF THE
CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED
TERMINATION CUM-DEBARMENT NOTICE DATED. 11.05.2026
(ANNEXURE-C), B/M.271/CONT/LINEN/SMUB AND SBC ISSUED
BY R3 IN ITS ENTIRETY, AS ILLEGAL, ARBITRARY,
DISPROPORTIONATE AND VIOLATIVE OF THE PRINCIPLES OF
NATURAL JUSTICE AND ARTICLES 14 19(1)(G) AND 21 OF THE
CONSTITUTION OF INDIA AND ETC.

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



CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. Smt. Safalya S Wagle, 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 of certiorari, or any other appropriate writ, order or direction, quashing the impugned Termination-cum-Debarment Notice dated 11.05.2026 (Annexure-C), in its entirety, B/M.271/cont/Linen/SMUVB&SBC/03, issued by R3, as illegal, arbitrary, disproportionate and violative of the principles of natural justice and Articles 14, 19(1)(g) and 21 of the Constitution of India;

(b) In the alternative, and without prejudice to prayer (a) above, quash only that part of the impugned, Notice dated 11.05.2026, Annexure-C Bearing NO. B/M.271/cont/Linen/SMUVB&SBC/03, whereby the Petitioner and its partners/members have been debarred from participating in any tender of the Bangalore Division of South Western Railway for a period of two years, as void, illegal, arbitrary, and passed without notice, hearing or reasons;

(c) Issue a writ of mandamus, or any other appropriate writ, directing the Respondents to permit the Petitioner and its partners/members to participate in future GeM/Railway tenders of the Bangalore Division of South Western Railway without reference to the impugned debarment;

(d) In the further alternative, direct the Respondents to issue a specific show cause notice to the Petitioner proposing debarment, setting out the grounds therefore, afford the Petitioner a personal hearing, and



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thereafter pass a reasoned, proportionate and speaking order in accordance with law;

(e) Pass such other order(s) as this Hon'ble Court may deem fit in the facts and circumstances of the case, in the interest of justice."

3. By way of notice dated 11.05.2026, not only the contract between the petitioner and respondents was terminated but also the petitioner is debarred for a period of two(2) years from the date of issuance of the impugned Termination-cum-Debarment notice dated 11.05.2026. Insofar as termination of contract is concerned, the Court normally intervenes only at 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 is governed by the detailed contract dated 20.03.2026, which provides for various remedies for both the petitioner and the respondents.



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 20.03.2026.
6. As regard to the debarment, a perusal of the papers indicates that though several notices have been issued with respect to performance as well as termination, there is no particular notice, which has been issued to the petitioner informing or putting the petitioner on notice about the proposed debarment by the respondents. Debarment having civil consequence, it was required for the respondents to have issued a notice indicating the intendment of debarment as mandated by the Hon'ble Supreme Court of India in **TATA CELLULAR Vs. UNION OF INDIA** reported in (1994)6 SCC 651. No such notice having been issued only through the termination of notice, a debarment has been made.
7. In that view of the matter, this Court passes the following:



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ORDER

- i) The Writ Petition is ***party allowed***.
- ii) Liberty is reserved to the petitioner to challenge the termination notice before the appropriate forum in terms of the contract entered into between the petitioner and the respondents.
- iii) The notice dated 11.05.2026 insofar as the debarment is concerned, is set aside, liberty is reserved to the respondents to issue notice as may be necessarily, inform the petitioner intendment of debarment, as take such action in terms of the applicable clause in the contract and law.
- iv) It is needless to say that, upon such issuance of notice, an opportunity would have to be provided for the petitioner to reply to the same and also, an opportunity of being heard be provided.

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

PHM
List No.: 1 Sl No.: 16