



CNR: KAHC010726482025

NC: 2026:KHC:48745-DB
WA No. 1801 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 8TH DAY OF SEPTEMBER, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

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

WRIT APPEAL NO. 1801 OF 2025 (GM-TEN)

BETWEEN:

1. THE STATE OF KARNATAKA
REP. BY ITS PRINCIPAL SECRETARY
FOREST, ENVIRONMENT AND
ECOLOGY DEPARTMENT
ROOM NO.442, 4TH FLOOR
GATE NO.12, M.S. BUILDING
BENGALURU - 560 001
2. THE PRINCIPAL CHIEF CONSERVATOR
OF FOREST WILDLIFE
4TH FLOOR, ARANYA BHAVAN
MALLESHWARAM
BENGALURU - 560 003
3. THE CHIEF CONSERVATOR OF FORESTS
JARAKABANDE KAMMAGONDANAHALLI
JALAHALLI, BENGALURU - 560 015
4. THE DEPUTY CONSERVATOR OF FOREST
BANNERGHATTA NATIONAL PARK
NEAR KOLIFARM GATE
TOWARDS WEAVERS COLONY
BANNERGHATTA MAIN ROAD
KALERE, BENGALURU - 560 083

...APPELLANTS

(BY SRI K.S. HARISH, GOVERNMENT ADVOCATE)

Digitally
signed by
AMBKA H B
Location:
High Court
of Karnataka



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AND:

1. SRINIVASA V
S/O. LATE VENKATAIAH
AGED ABOUT 46 YEARS
R/AT NO.14, 7TH CROSS
BIKASIPURA MAIN ROAD
BENGALURU - 560 001

...RESPONDENT

(BY SRI NAGENDRA NAIK R., ADVOCATE)

THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO ALLOW THIS WRIT APPEAL AND SET ASIDE THE ORDER DATED 28/07/2025, PASSED BY THE LEARNED SINGLE JUDGE IN W.P. NO.32084/2024 (GM-TEN) & ETC.

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

ORAL JUDGMENT

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

1. The State has filed the present appeal impugning an order dated 28.07.2025 [**impugned order**] passed by the learned Single Judge in Writ Petition No.32084/2024 (GM-TEN), *inter alia*, directing the appellant (State) to issue a work order to the respondent (writ petitioner) subject to the writ petitioner offering the security deposit within a period of one week from the said date.



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2. The respondent is a Class-1 contractor registered with Public Works Department. He participated in a tender for construction of the Elephant Proof Barricading using used rails along the boundary of Kodihalli Wildlife Range, pursuant to the notice inviting tenders issued by the appellant on 22.01.2024. The respondent submitted bids for three works and, in conformity with the tender conditions, furnished the Earnest Money Deposit [**EMD**] at the rate of 1.5% of the contract value.

3. The tenders were opened, and the respondent's bids were found to be the lowest. The appellant issued the letter of acceptance [**LOA**] dated 23.02.2024, calling upon the respondent to submit the security deposit of ₹27,92,397/-, which amounted to 5% of the contract value in the form of NSC, DD or a bank guarantee from a nationalised bank in the name of the Deputy Conservator of Forests, Bannerghatta National Park, Bengaluru. He was also informed that the security deposit must remain valid up to 31.03.2025.



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4. Concededly, the petitioner did not furnish the security deposit within the period of 20 days as stipulated in the tender conditions.

5. The appellant also issued a letter dated 11.03.2024 once again calling upon the respondent to furnish the security deposit within three days. Although the learned counsel appearing for the respondent submits that the respondent did not receive the said letter, he does not dispute that all the communications had been placed on the portal, including the said communication.

6. The time for furnishing the security deposit expired on 13.03.2024.

7. Apparently, on account of failure on the part of the respondent to furnish the security deposit, the concerned officials initiated negotiations with one Mr Satish, who was the next lowest bidder (L2). A letter dated 15.04.2024 was issued by the said bidder confirming that he would take up the three works "at the rates quoted by the L1 tenderer."



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8. Thereafter, the respondent attempted to furnish the security deposit under the cover letter dated 09.05.2024. However, it was not accepted, with a notation that it was not accepted because the Model Code of Conduct [**MCC**] was being implemented due to the ensuing elections.

9. The Government of Karnataka issued a circular dated 07.05.2024 enclosing the Election Commission's decision to relax the MCC with certain conditions. In view of the above, the Conservator of Forests issued a communication dated 22.05.2024 to the Principal Chief Conservator of Forests requesting approval for awarding the work order to the next lowest bidder (Mr Satish) at the rates quoted by the respondent.

10. Subsequently, on 29.05.2024, the respondent furnished the security deposit.

11. It is material to note that thereafter, on 23.07.2024, the respondent sent a letter stating that although he was declared a contractor, he was facing financial difficulties and, due to his financial constraints, there was a delay in furnishing the security



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deposit within the stipulated time and he was thus unable to secure the work order.

12. The petitioner requested that the EMD furnished by him be refunded. The petitioner, thereafter, filed a writ petition (W.P No.32084/2024), which was allowed by the impugned order. The impugned order indicates that before the learned Single Judge, it was contended on behalf of the petitioner that the security deposit furnished by him was returned because the MCC was in place and therefore, the petitioner cannot be faulted for non-submission of the security deposit. The respondent (writ petitioner) contended that the work orders were required to be issued to him in terms of the LOA dated 23.02.2024.

13. The learned Single Judge reasoned that even if the writ petitioner had tendered the security deposit within a period of 20 days as stipulated in the tender conditions, the same could not have been received because the MCC for the Elections was notified on 16.03.2025. Apparently, the learned Government Advocate appearing for the appellants was unable to contest the



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said claim. On the basis of the aforesaid reason, the learned Single Judge allowed the writ petition in terms of the impugned order.

14. As the facts narrated above show, the premise that the appellants could not have received the security deposit even if it was paid within 20 days, as stipulated in the tender conditions, is plainly erroneous. First, the stipulated period of 20 days for furnishing the security deposit expired on 14.03.2024, considering that 2024 was a leap year and the LOA was issued on 23.02.2024. The MCC came into effect much later, on 16.03.2024, as noted in the impugned order. Second, no material on record indicates that the MCC prevented the respondent from complying with the tender conditions. It appears that the reasoning that the tender of the security deposit would be denied on account of the MCC draws sustenance from the notation on the covering letter dated 09.05.2024. As noted above, the said notation on the covering letter dated 09.05.2022 is to the effect that the security deposit has been declined on account of the enforcement of the MCC. However, the notation is clearly erroneous as there is no basis for the State to decline to receive the security deposit for that reason.



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15. The respondent has no cavil that he failed to secure the work order because he was unable to furnish the security deposit within the stipulated period. His letter dated 23.07.2024 clearly acknowledges the failure to furnish the security deposit in time and to secure the work order. The respondent had accepted the same and sought refund of its EMD.

16. In the aforesaid view, no directions could be issued to the appellants to issue a work order to the respondent contrary to the terms of the tender conditions.

17. This Court is informed that pursuant to the impugned order, the petitioner furnished the security deposit. Needless to state that the same would be refunded forthwith.

18. We may also observe before concluding that the respondent's request for refund of EMD has not been considered as yet. Thus, we consider it apposite to direct the appellants to consider the same.

19. The impugned order is set aside.



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20. The appeal is allowed with the aforesaid directions.
21. The pending interlocutory application also stands disposed of.

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

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

AHB
List No.: 1 SI No.: 4