HC-KAR



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 22ND DAY OF APRIL, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM**

**WRIT PETITION NO. 3962 OF 2026 (GM-RES)**

**BETWEEN:**

M/S. DETECTWELL AND SECURITY SERVICES
NO.445, 5TH MAIN ROAD,
4TH CROSS, KALYANA COOPERATIVE
HOUSING SOCIETY LTD.
NAGADEVANAHALLI,
BHUVANESHWARI NAGAR
BANGALORE 560 056
REPRESENTED BY ITS PROPRIETRIX
SMT. CECILIA VASANTHI F.

…PETITIONER

(BY SRI. V B RAVISHANKAR., ADVOCATE)

**AND:**

1. STATE OF KARNATAKA
BY ITS PRINCIPAL SECRETARY
DEPARTMENT OF MEDICAL EDUCATION
VIKASA SOUDHA,
DR. BR AMBEDKAR VEEDHI
BANGALORE 560 001.

2. THE MEDICAL SUPERINTENDENT
K C GENERAL HOSPITAL
MALLESWARAM
BANGALORE 560 003.

…RESPONDENTS

(BY SRI. ADITYA DIWAKAR, AGA)

Digitally signed by NAGARAJA B M
Location: HIGH COURT OF KARNATAKA

THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECT THE RESPONDENTS TO CONSIDER THE REPRESENTATION DATED 09.05.2025 AND 09.09.2025 OF THE PETITIONER VIDE ANNX-G AND TO CLEAR OUTSTANDING AMOUNTS DUE AS EARLY AS POSSIBLE.

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

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

**ORAL ORDER**

Captioned petition is filed alleging inaction on the part of respondents who have failed to consider petitioner's representation dated 09.05.2025 and 09.09.2025 as per Annexure-"G" and clear all outstanding amounts due to the petitioner expeditiously.

2. Heard the learned counsel for the petitioner and the learned AGA.

3. The facts leading to the case are as under:

The facts, in brief, would indicate that the respondent no.2 had invited a tender notification, pursuant to which the petitioner’s husband emerged as a successful bidder and entered into a formal agreement dated 01.08.2014. It is the specific case of the petitioner that, in terms of the work order and the contractual stipulations, the

petitioner's husband and thereafter the petitioner continued to render services to respondent No.2 uninterruptedly till April 2021. The execution of the work and the services so rendered are not in serious dispute, inasmuch as the same stand duly acknowledged by respondent No.2 through contemporaneous records and acceptance of invoices raised from time to time.

4. The gist of the petitioner's grievance is that, despite discharge of contractual obligations, the admitted dues under several invoices have not been cleared by respondent No.2. The petitioner asserts that repeated representations and reminders have not evoked any response, thereby compelling the petitioner to invoke the extraordinary jurisdiction of this Court. It is further pleaded that the nature of the contract pertains to providing non clinical services (safai Karmachari) to Respondent no.2. In that view of the matter, the continued withholding of payments has allegedly resulted in severe financial distress, rendering the petitioner

incapable of meeting operational liabilities, including payment of wages to workmen engaged in the said activity.

5. Per contra, learned Additional Government Advocate, on instructions, would submit that the petitioner has not furnished a complete set of reconciled invoices, thereby disabling respondent No.2 from undertaking a proper verification of the claims. It is further contended that certain invoices, in respect of which part payments have already been effected, have once again been included in the claim, leading to discrepancies in the accounts. On account of such inconsistencies, the authority asserts its inability to process the petitioner's claim in its present form.

6. Having regard to the rival submissions and on perusal of the material on record, this Court is of the considered view that the dispute essentially revolves around reconciliation of accounts and verification of

invoices. While the petitioner cannot be denied legitimate dues arising out of an executed contract, the authority is equally justified in insisting upon proper reconciliation to avoid duplication or excess claims.

7. In that view of the matter, this Court deems it appropriate to direct the petitioner to furnish a consolidated and reconciled statement of invoices, clearly indicating payments already received and the balance amount claimed. Upon such submission, respondent No.2 shall examine the same in accordance with law and release such amounts as are found legally due and payable.

8. Accordingly, this Court proceeds to pass the following:

**ORDER**

(i) The writ petition is hereby ***allowed***.

(ii) The petitioner is reserved with liberty to re-submit duly reconciled invoices, explicitly indicating the amounts already received and the balance outstanding. Upon such submission, respondent No.2 shall forthwith examine the same and release the amount that is found legally due to the petitioner.

(iii) The aforesaid exercise shall be completed by respondent No.2 within an outer limit of eight (8) weeks from the date of receipt of a certified copy of this order.

**Sd/-**
**(SACHIN SHANKAR MAGADUM)**
**JUDGE**

ALB
List No.: 1 Sl No.: 74