HC-KAR
CNR: KAHC010721802026

NC: 2026:KHC:60196
WP No. 32975 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 32975 OF 2026 (GM-TEN)

BETWEEN:

1. M/S DARSHAN ENTERPRISES
HAVING ITS REGISTERED OFFICE
AT NO. 112, 5TH CROSS,
MALLESHWARA NAGARA,
ARSIKERE, HASSAN DISTRICT,
KARNATAKA - 573 103.
REPRESENTED BY ITS PROPRIETOR,
SRI. VEERAPPA PRAKASH,
AGED ABOUT 55 YEARS.

...PETITIONER

(BY SRI. ASHOKA T.,ADVOCATE)

AND:

1. STATE OF KARNATAKA
DEPARTMENT OF MEDICAL EDUCATION,
VIDHANASOUDHA,
DR. B.R. AMBEDKAR VEEDHI,
BENGALURU 560 001.
REPRESENTED BY ITS PRINCIPAL SECRETARY.

2. THE DIRECTOR CUM DEAN
SHIMOGA INSTITUTE OF MEDICAL SCIENCES
(SIMS), MEDICAL EDUCATION
AUTONOMOUS INSTITUTION,
SAGAR ROAD,

SHIVAMOGGA 577 201.

…RESPONDENTS

(BY SRI. RAHUL CARIAPPA K S, AGA FOR R1
SRI. PREETHAM JUDE CORREA, ADVOCATE FOR R2)

THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASHING THE IMPUGNED TENDER NOTIFICATION NO SIMS/PRCU/TNDR/31/2026-PSTR-SIMS-SMG 2026-27 DATED 24/08/2026 (PRODUCED AS ANNEXURE-C), ISSUED BY RESPONDENT NO. 2, HOLDING THE SAME TO BE ARBITRARY, ILLEGAL, AND ULTRA VIRES THE KARNATAKA TRANSPARENCY IN PUBLIC PROCUREMENTS ACT, 1999, AND THE RULES FRAMED THEREUNDER.

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

CORAM: HON'BLE MR. JUSTICE C.M. POONACHA

ORAL ORDER

The present petition is filed seeking for the following reliefs:

a) Issue a writ in the nature of certiorari or any other appropriate writ, order, or direction, quashing the impugned Tender Notification No:SIMS/PRCU/TNDR/31/2026-PSTR-SIMS-SMG 2026-27 dated 24/08/2026 (produced as Annexure-C), issued by Respondent No. 2, holding the same to be arbitrary, illegal, and ultra vires the Karnataka Transparency in Public Procurements Act, 1999, and the Rules framed thereunder;

b) ISSUE a Writ in the nature of Mandamus directing the Respondents to initiate a fresh tender process for the

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procurement of catering services for the McGann Teaching Hospital in strict adherence to the statutory mandates of the KTPP Act and Rules, specifically ensuring the modification of the restrictive 3-year experience clause as highlighted in the Petitioner's representation dated 21/09/2026 (Annexure-D), ensuring complete confidentiality through the e-procurement portal, absolute clarity in EMD quantification, and removal of illegal advance payment clauses; and

c) PASS any such other or further orders as this Hon'ble Court deems fit and proper in the facts and circumstances of the case, in the interest of justice and equity."

2. The petitioner assails the tender notification dated 24.08.2026 (Annexure - C to the writ petition) primarily on two grounds; first it is contended that the stipulation in Clause 14 requiring the tenderer to submit the tender processing fees and non-refundable deposit in the name of the Managing Director breaches the confidentiality of the tenderers. In this context, reliance is placed on Clause 14, which reads as under:

"14. Tender Processing Fees in the form of D.D. for Rs.2000 + GST (18%) in the name of Director and Dean, Shimoga Institute of Medical Sciences, Shivamogga. D.D. Shall be submitted to this Office before last tender apply date. (Non-Refundable Amount)"

3. Secondly, it is contended that Clause 18.2 of the tender condition which stipulates by extension of the tender for

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further period ought not to be stipulated in as much as while the tender is for a period of one year, the extension provides for a maximum of 3 years. The relevant Clause 18.2 of the tender reads as under:-

> "*18.2 The contract is for a period of 1 year from the date of agreement, subjected to yearly extension of contract depending on the performance of the supplier to maximum of 3 years, with no change in the contract price. However, the purchaser has a right to terminate the contract in any point of time due to non performance of the supplier."*

4. The challenge made in the present petition is *ex facie* unmerited. The petitioner has participated in the tender in question and has already submitted the tender processing fees and the Earnest Money Deposit amount. The petitioner having already paid the said amount and having complied with the said stipulation, it is not open for the petitioner to challenge the same.

5. In any event, the said stipulation merely requires the tenderers to pay the tender processing fees and non-refundable amount by way of demand draft, which cannot be said to be in any manner arbitrary or unreasonable.

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6. Further, the period of the contract is one year. It is open to the tender issuing authority to extend the contract for a maximum period of three years depending on the performance of the successful tenderer with no change in the contract price. The said clause specifically empowers the purchaser to terminate the tender, in the event of non-performance of the supply. It is the discretion of the tender issuing authority to stipulate the period of the tender and it is not open to the prospective tenderers to dictate the period for which the tender ought to be issued.

7. Accordingly, the writ petition is dismissed as being devoid of merit.

8. Pending IAs., if any, stand disposed of.

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(C.M. POONACHA)
JUDGE

Vmb
List No.: 1 Sl No.: 22