CCC No. 1556 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF OCTOBER, 2026

PRESENT

THE HON'BLE MR. JUSTICE JAYANT BANERJI

AND

THE HON'BLE MRS. JUSTICE N.V.BHAVANI

CIVIL CONTEMPT PETITION NO.1556 OF 2025

BETWEEN:

M/S N D WADDAR AND CO,
A PARTNERSHIP FIRM,
REGISTERED UNDER THE PARTNERSHIP ACT,
P.W.D CLASS-I CONTRACTOR,
HAVING ITS OFFICE AT
H.NO.2-11-971/1, KALABURGI MAIN ROAD,
NEAR BASAVASAGAR CROSS,
LINGASAGURU, RAICHUR DISTRICT-584 115,
REP. BY ITS MANAGING PARTNER,
SRI KAREPPA CHANNUR.

...COMPLAINANT

(BY SRI SANTOSH S.NAGARALE, ADVOCATE)

AND:

1. SRI GAURAV GUPTA,
ADDITIONAL CHIEF SECRETARY,
WATER RESOURCES DEPARTMENT,
GOVERNMENT OF KARNATAKA,
VIKASA SOUDHA, DR.B R AMBEDKAR VEEDHI,
BENGALURU-560 001.

2. SRI KRISHNAMURTHY B KULKARNI,
THE MANAGING DIRECTOR,
KRISHNA BHAGYA JALA NIGAM NIYAMITHA,
OFFICE AT 3RD FLOOR,
P.W.D ANNEXURE BUILDING,
K R CIRCLE, BENGALURU-560 001. ...ACCUSED

3. THE STATE OF KARNATAKA,
ADDITIONAL CHIEF SECRETARY,
WATER RESOURCES DEPARTMENT,
GOVERNMENT OF KARNATAKA,
VIKASA SOUDHA,

Digitally signed by K G RENUKAMBA
Location: High Court of Karnataka

DR. B R AMBEDKAR VEEDHI,
BENGALURU-560 001.

…PROFORMA RESPONDENT

(BY SMT.NAMITHA MAHESH.B.G., AGA FOR PROFORMA R3;
SRI PRASHANTH B.R., ADVOCATE FOR A2; A1 SERVED)

THIS CIVIL CONTEMPT PETITION IS FILED UNDER SECTIONS 11 AND 12 OF THE CONTEMPT OF COURTS ACT, 1971 BY THE COMPLAINANT, PRAYING TO INITIATE APPROPRIATE ACTION AGAINST THE ACCUSED NOS.1 AND 2 FOR CONTEMPT OF THIS HON'BLE COURT FOR THEIR NON COMPLIANCE WITH THE ORDER AND DIRECTIONS ISSUED IN W.P.NO.2767/2024 (GM-RES) DATED 25.10.2025 AND TO HOLD ACCUSED NOS.1 AND 2 GUILTY OF CIVIL CONTEMPT FOR WILLFUL DISOBEDIENCE THEREOF AND FURTHER BE PLEASED TO GRANT SUCH OTHER AND SUITABLE RELIEFS AS THIS HON'BLE COURT MAY DEEM FIT.

THIS CIVIL CONTEMPT PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS COMING ON FOR PRONOUNCEMENT THIS DAY, ***JAYANT BANERJI J.,*** DELIVERED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
and
HON'BLE MRS. JUSTICE N.V.BHAVANI

CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE JAYANT BANERJI)

The contempt petition is filed alleging willful disobedience of the order dated 25.10.2025 passed in W.P.No.2767/2024. The complainant who is stated to be a PWD Class-I Contractor and empanelled as Category-I contractor under the Krishna Bhagya Jala Nigam Niyamitha[1]. Subsequent to the tender notified by accused No.2/Nigam, the complainant had applied and was successful. A letter of acceptance was issued on 23.07.2021 whereafter the agreement came to be executed

[1] Nigam

between the complainant and the Nigam. In terms of the work order issued by the Nigam, the complainant undertook the work and completed it. The bill was submitted by the complainant for realization of payment. On satisfactory completion of the work, completion certificate was issued by the Quality Controllers in respect of seven bills pertaining to Package-I. However, the complainant was not paid the amount and several representations were submitted.

2. Though complaints were registered before the Lokayukta and Estimate Committee of the Karnataka Legislature and Expert Committee was appointed vide order dated 10.06.2022 to quantify the defects in the estimates and works undertaken. The said order dated 10.06.2022 was withdrawn on 04.01.2024.

3. Though the complainant completed the remaining works and submitted the bills for realisation of the payment, however, the same was not cleared by the Nigam.

4. The learned Single Judge in the order dated 25.10.2025, issued a mandamus to the respondents/accused to release the amount claimed by the complainant through the bills submitted within an outer limit of four weeks from the date of receipt of a copy of the order.

5. A compliance affidavit was filed on 29.09.2026. The deponent is Krishnamurthy B. Kulkarni, who is the Managing Director of the Nigam and accused No.2 in the contempt petition. It is stated therein that on being approached by the complainant, bilateral discussions were held between the parties and after several rounds of discussion, the parties have arrived at a settlement. The terms of the settlement have been narrated. An unconditional apology has also been tendered by accused No.2. Under the terms of the settlement, accused No.2-Nigam has undertaken to pay an amount of Rs.171.43 crores on or before 30.11.2026 towards full and final settlement of all the claims, issues and disputes made in W.P.No.2767/2024, C.C.C.No.1556/2025 (instant contempt petition), W.A.No.912/2026 and W.A.No.80/2026.

6. A joint memo of the parties was also filed on 29.09.2026 signed by the partner of the complainant and the Managing Director of the Nigam. The terms of settlement are as follows:

TERMS OF SETTLEMENT

1. It is submitted that, as per the report submitted by the Hon'ble retired High court Justice Sri. H.N.Nagamohandas in respect of Extension, Renovation and Modernization of Narayanapura Right Bank Canal Distributaries from 1 to 18 and after the detailed examination by the department, it was found that the estimation cost which was prepared by the

Department was towards the higher side and an amount of Rs.172.12 crores (excluding GST) was found extra on the estimation cost.

2. It is submitted that, out of the Rs.172.12 crores (excluding GST), Rs.63.58 (excluding GST) was found extra on the estimation cost of Package-I and Rs.108.54 (excluding GST) was found extra on the estimation cost of Package-II (Excluding GST).

3. It is submitted that, both the parties have agreed that, in the balance amount to be received by the Complainant in Package-I and Package-II, the above amount additional estimation cost i.e., Rs.172.12 crores including applicable GST will be deducted and paid to the Complainant.

4. It is submitted that, both the parties have agreed that additional estimation cost i.e., Rs.172.12 crores including applicable GST is Rs.203.09 (Rs.172.12 crores + 30.97 GST). Bifurcation of the same is as follows:

(Rs. in Crores)

Sl. No.	Package	Without GST	With GST
1	Package-I	63.58	75.02
2	Package-II	82.17	96.96
3	Package-III	26.37	31.11
	Total	172.12	203.09

5. It is submitted that, both the parties have agreed that the balance amount to be paid to the Complainant excluding the above deduction of Rs.203.09, in Package-I and in Package-II added together is Rs.374.52 the calculation is as follows:

(Rs. in Crores)

Package	Agreement cost including GST	Bill submitted	Bill paid	Pending Bill Amount
Package-I	977.51	867.66	590.10	277.55
Package-II	909.23	477.78	377.71	96.97 (Rs.3.10 Cr against shrinkage is deducted)
Total	1886.74	1345.44	967.81	374.52
Deduction to be done as per the Government order dated 02.06.2026 and 19.06.2026 in Package-I and Package-II				203.09 (Rs.172.12 crores + 30.97 GST)
Amount payable to the contractor				171.43

6. It is submitted that, both the parties agree that the balance amount to be received from the Complainant after all the deductions shown in the above paragraphs is Rs.171.43 Cr.

7. It is agreed by the, Krishna Bhagya Jala Nigam Limited i.e. Accused No.2 that an amount of Rs.171.43 Cr shall be paid to the Complainant herein towards full and final settlement of the pending 1 to 7th RA bills of Package - I and package-II works.

8. The complainant herein has agreed to receive an amount of Rs.171.43 Cr towards full and final settlement of the pending 1 to 7th RA bills of Package - I and package-II works.

9. It is agreed by the Complainant that, the Krishna Bhagya Jala Nigam Limited le. Accused No.2 shall pay an amount of Rs. 171.43. Cr on or before 30th November, 2026, towards full and final settlement of all the Claims, issues and disputes made in WP No.2767/2024, CCC.1556/2025, WA No.912/2026 and WA No.80/2026.

10. The Complainants agree that there are no more claims whatsoever against Krishna Bhagya Jala Nigam Limited i.e. Accused No.2 and that they shall not raise any dispute or any Claims before any Authorities or Court of law against the Krishna Bhagya Jala Nigam Limited i.e. Accused No.2 with regard to pending 1 to 7th RA bills of Package I and package-II works.

11. It is submitted that if the payment not made by the Krishna Bhagya Jala Nigam Limited within the time stipulated herein, the complainant has liberty to revive the above contempt proceedings.

12. It is agreed by the Complainant that the balance work to be executed (approximate amount Rs.544.41 Cr. including GST) in respect of Package-1 & Package-II will be completed at the earliest. Further it is agreed by the Krishna Bhagya Jala Nigam Limited that on completion of balance work and on submission of bills by the Complainant, the same will be verified and processed for payment immediately.

> 13. The Complainants agree that they have entered into settlement voluntarily and without force and undue influence and after fully understanding the contents and consequences thereof.
>
> In view of the settlement arrived at, both the parties respectfully pray that this Hon'ble Court may be pleased to drop the above Contempt Petition, in the interest of justice and equity."

7. Though the powers of the Court under the Contempt of Courts Act, 1971[2] are limited to examining the contumacious conduct, if any, of the accused, however, Article 215 of the Constitution of India vests this Court with more authority. The Supreme Court in the case of the ***Delhi Judicial Services Association v. State of Gujarat***[3] while referring to the provision of said Article 129 of the Constitution as well as the Act (Article 129 being pari-materia to Article 215 of the Constitution) held that Courts constituted under the law enacted by Parliament or the State Legislature have limited jurisdiction and they cannot assume jurisdiction in a matter not expressly assigned to them, but that is not so in the case of a superior Court of record constituted by the Constitution. Such a Court does not have a limited jurisdiction, instead it has power to determine its own jurisdiction. No matter is beyond the jurisdiction of a superior Court of record unless it is expressly

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[2] the Act

[3] (1991) 4 SCC 406

shown to be so under the provisions of the Constitution. After relying on two Constitution Bench judgments and a judgment of a Division Bench, the Supreme Court held that it being the Apex Court and a Superior Court of record, has power to determine its jurisdiction under Article 129 of the Constitution to initiate or entertain the proceedings for contempt of subordinate Courts. If such determination is made by the High Court, the same would be subject to appeal to the Supreme Court, but if the jurisdiction is determined by the Supreme Court, it would be final.

8. The amicable settlement between the parties, as reflected in the joint memo, containing the terms and settlement has been entered into in order to put an end to the long-round of litigation. Multiple cases are pending between the parties.

9. Ordinarily in exercise of contempt jurisdiction, as noticed above, this Court would consider whether the accused has committed contempt of court and proceed, either to discharge him or to hear him on framing of charge and, if need be, proceed to conduct the summary trial. Thereafter, subject to the outcome of the trial, the penalties as prescribed can be imposed.

10. However, in the present case, after noticing the facts and circumstances of the case and the terms of settlement, we deem it fit to exercise jurisdiction under Article 215 of the Constitution, giving our imprimatur to the settlement since we find that the terms of settlement can be given effect to. They bind the parties with an undertaking furnished by the Managing Director of the Nigam that would help to resolve the several outstanding disputes and advance the interest of justice. Moreover, Clause 11 of the terms of settlement does mention that if the payment is not made by the Nigam within the time stipulated in the terms of the settlement, that is, till 30.11.2026, the complainant would have liberty to revive the above contempt proceedings.

11. In view of the aforesaid, the joint memo is accepted and the terms of settlement therein are approved. Subject to due compliance of the terms of the settlement, contempt, if any, committed by the accused of the order dated 25.10.2025 passed in W.P.No.2767/2024 by the writ Court particularly in view of the unconditional apology proffered, would stand purged. The complainant shall also be bound by his commitments under the settlement. This case is accordingly consigned.

12. It is however left open to the complainant to revive the above contempt proceedings if the payments are not duly made by the Nigam/accused.

Sd/-
(JAYANT BANERJI)
JUDGE

Sd/-
(N.V.BHAVANI)
JUDGE

KSR