



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

WRIT PETITION NO.19763 OF 2015 (GM-KSSIDC)

BETWEEN:

SRI. M. GOPINATH
S/O P. MUNIRAMAIAH
AGED ABOUT 53 YEARS
R/AT NO.485, 15TH CROSS
2ND STAGE, INDIRANAGAR
BENGALURU - 560 038.

....PETITIONER

(BY SRI. H.C. SHIVARAMU, ADVOCATE)

AND:

1. THE SECRETARY
DEPARTMENT OF INDUSTRIES AND COMMERCE
STATE OF KARNATAKA
VIDHANA SOUDHA
BENGALURU - 560 001.
2. THE MANAGING DIRECTOR
KARNATAKA STATE SMALL INDUSTRIES DEVELOPMENT
CORPORATION LIMITED
ADMINISTRATIVE OFFICE BUILDING
INDUSTRIAL ESTATE
RAJAJINAGAR
BENGALURU - 560 010.



3. THE DEPUTY CHIEF MANAGER (IES)
BANGALORE URBAN DIVISION KSSIDC LTD
INDUSTRIAL ESTATE
RAJAJINAGAR
BENGALURU - 560 010.

4. THE SPECIAL LAND ACQUISITION OFFICER
KIADB
KHANIJA BHAVAN
RACE COURSE ROAD
BENGALURU - 560 001.

...RESPONDENTS

(BY SRI. MAHANTESH SHETTAR, AGA FOR R1;
SMT. MANJULA N. TEJASWAI, ADVOCATE FOR R2 & R3;
SRI. P.V. CHANDRASHEKAR, ADVOCATE FOR R4)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO
DIRECT RESPONDENT NOS.2 AND 3 TO CONSIDER THE
REPRESENTATIONS MADE BY THE PETITIONER AT ANNEXURE-
H1 DATED 13.12.2006, ANNEXURE-H2 DATED 18.12.2006 AND
ANNEXURE-H3 DATED 28.02.2007 AND CONSEQUENTLY TO
ALLOT ADDITIONAL LAND TO COMPENSATE THE SHORTFALL IN
THE MEASUREMENT INDICATED IN THE LETTER OF ALLOTMENT
AND SALE DEED AND ETC.



THIS WRIT PETITION HAVING BEEN RESERVED FOR
ORDERS, COMING ON FOR PRONOUNCEMENT THIS DAY,
E.S. INDIRESH J., MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE E.S. INDIRESH

CAV ORDER

1. In this Writ Petition, petitioner is seeking direction to the respondent Nos.2 and 3 to consider the representations dated 13.12.2006 (Annexure-H1), dated 18.12.2006 (Annexure-H2) and dated 28.02.2007 (Annexure-H3), inter alia, sought for direction to allot additional land to compensate the short fall in the measurement indicated in the letter of allotment and sale deed. The petitioner further seeks a direction to the respondent Nos.2 and 3 to fix and demarcate site No.165 as indicated in the letter of allotment followed by lease-cum-sale deed and possession certificate.

2. It is the case of the petitioner, that the petitioner has established industry in the name of 'Gopi Engineers', duly registered by competent authorities. The respondent authorities have initiated scheme to acquire land in Anekal Taluk, for the



purpose of establishment of industrial area to promote small scale industries / entrepreneurs in the State of Karnataka as per the Notification dated 08.08.1994 (Annexure-A). Pursuant to the same, petitioner has made an application and as such, the respondent has allotted plot bearing No.SP-165/94 dated 24.12.1994 (Annexure-B) to an extent of 9688 Sq.ft. carved out with specific identity of site No.SP-165. The petitioner has produced sketch at Annexure-C to the Writ Petition. The petitioner has produced lease - cum sale agreement dated 23.11.2000 (Annexure-D) as the petitioner has paid the sale consideration amount to the respondent. In the lease-cum-sale agreement, the area of the allotment was restricted to 8310.81 Sq.ft. Sketch in so far as the allotment as per Annexure-D is produced at Annexure-E to the Writ Petition.

4. It is the case of the petitioner that the respondent has received sale consideration for an area measuring 9688 Sq.ft. as against the allotment of 8311 Sq.ft., as per Annexure-D to the petition.

5. The petitioner has produced the sanction plan at Annexure-G. Thereafter, the petitioner made representation at



Annexure-H Series, as to fix the boundary of the site in question, as the petitioner has to complete the construction of the schedule property in the site. The petitioner has also urged that, there is less allotment of 1377 Sq.ft. as per the original allotment letter. Thereafter, the respondent has registered site No.165 to an extent of 745.57 Sq.mtrs. as per the registered Sale Deed dated 26.06.2013 (Annexure-J). Hence, it is the grievance of the petitioner that, the respondent - authorities have to compensate for the loss of land by allotting adjoining land which is available with the respondent - authorities. Hence, this Writ Petition is filed.

6. I have heard Sri. H.C. Shivaramu, learned counsel for the petitioner, Sri. Mahantesh Shettar, learned Additional Government Advocate for the respondent No.1, Smt. Manjula N. Tejaswi, learned counsel for the respondent Nos.2 and 3 and Sri. P.V. Chandrashekar, learned counsel for the respondent No.4.

7. Sri. H.C. Shivaramu, learned counsel appearing for the petitioner, invited the attention of the Court to the allotment letter dated 24.12.1994 and argued that, the respondent has



allotted 9688 Sq.ft. and had taken Rs.2,17,000/- as sale price and reduced the extent of the land arbitrarily to 8310.81 Sq.ft. as per the lease-cum-sale deed (Annexure-D) and thereafter, executed a registered Sale Deed dated 26.06.2013 (Annexure-J) by allotting 745.57 Sq.Mtrs. and as such, reduced the extent of land to an extent of 155 Sq.Mtrs. having taken the consideration for allotting 9688 Sq.ft. (approximately 900 Sq.Mtrs.) and therefore, sought for interference of this Court.

8. It is further argued that pursuant to the order passed by this Court, the Surveyor of the respondent - State has made joint survey wherein the report is filed before this Court, indicating that, the petitioner is in possession of 1026.64 Sq.Mtrs. (11050 Sq.ft.), however, it is submitted by the learned counsel for the petitioner, that the petitioner will restrict his prayer for allotment of land as per Annexure-B to the Writ Petition and accordingly, sought for interference of this Court.

9. Per contra, Smt. Manjula N. Tejaswi, learned counsel representing the respondent - KSSIDC, invited the attention of the Court to Clause 9 and 12 of the allotment letter dated 24.12.1994 and argued that, the petitioner has to pay the



maintenance charges till the entire layout is handed over to the Municipality for providing civic amenities and also contended that, even if there is discrepancy in the land allotted in favour of the petitioner, however, the decision shall be taken by the respondent - corporation, at the time of handing over possession to the allottee / petitioner herein and as such, sought for dismissal of the Writ Petition. It is also argued by the learned counsel appearing for the Corporation, by inviting the attention of the Court to the undertaking given by the petitioner at Annexure-R16 and the letter dated 17.06.2025 (Annexure-R17) issued by the respondent - Corporation to the Jigani Town Municipal Corporation and contended that, maintenance of the layout has to be made by the aforementioned civic body and in this regard, the petitioner has to pay Rs.1,40,790/- (Annexure-R18) and accordingly, sought for dismissal of the petition. It is the argument of the learned counsel for the respondent - Corporation that, the petitioner having given an undertaking as per Annexure-R16, and thereafter cannot maintain petition before this Court seeking enhancement of area of allotment, and accordingly, sought for dismissal of the Writ Petition.



10. Learned counsel appearing for the respondent - KIADB, reiterated the submissions made in the statement of objections.

11. Learned Additional Government Advocate submitted that, as per the direction issued by this Court, the Joint Survey has been made and accordingly, in view of the joint survey report, sought for dismissal of the Writ Petition.

12. In the light of the submissions made by the learned counsel appearing for the parties, pursuant to the Notification dated 08.08.1994 (Annexure-A), the respondent - Corporation has allotted site No.SP-165 at Dr.B.R. Ambedkar Industrial Layout, Jigani, Anekal Taluk (Annexure-B) and the extent of land allotted was 9688 Sq.ft. (approximately 900 Sq.Mtrs.). Clause 9 and 12 of the allotment letter reads as under:

"9. ನಾಗರಿಕ ಸೌಲಭ್ಯಗಳ ನಿರ್ವಹಣೆಗಾಗಿ ವರ್ಷಕ್ಕೆ ನಿವೇಶನ ಬೆಲೆಯ 2% [ಶೇಕಡಾ ಎರಡು] ದರವನ್ನು [ನಾಗರಿಕ ಸೌಲಭ್ಯಗಳ ನಿರ್ವಹಣೆಯನ್ನು ಬೇರೆ ಮುನಿಸಿಪಾಲಿಟಿ/ಕಾರ್ಪೊರೇಷನ್ ಇವುಗಳಿಗೆ ವಹಿಸಿಕೊಡುವವರೆಗೆ] ನೀವು ನಿಗಮಕ್ಕೆ ಪಾವತಿಮಾಡತಕ್ಕದ್ದು.

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12. ನಿವೇಶನದ ಅಳತೆಯಲ್ಲಿ ವ್ಯತ್ಯಾಸವಿದ್ದರೆ, ಹಂಚಿಕೆಯಾದ ನಿವೇಶನಕ್ಕಿಂತ ಜಾಸ್ತಿ ಅಳತೆಯಿದ್ದಲ್ಲಿ ಜಾಸ್ತಿ ಇರುವ ಜಾಗದ ಮೌಲ್ಯವನ್ನು ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸಣ್ಣ ಕೈಗಾರಿಕಾ ಅಭಿವೃದ್ಧಿ ನಿಗಮ ನಿಯಮಿತವು ನಿಮಗೆ ತಿಳಿಸಿದ ದರವನ್ನು ನೀವು ಪಾವತಿ ಮಾಡತಕ್ಕದ್ದು ನಿಮಗೆ ಹಂಚಿಕೆಯಾದ ನಿವೇಶನದ ಸರಿಯಾದ ಅಳತೆಯನ್ನು ನಿಮಗೆ ನಿವೇಶನ ಸ್ವಾಧೀನ ಕೊಡುವಾಗ ತಿಳಿಸಲಾಗುವುದು."

(underlined by me)

13. It is also forthcoming from the writ papers that, possession certificate dated 23.11.2000 (Annexure-F) was issued to the petitioner stating that, approximately 772 Sq.Mtrs. was allotted in favour of the petitioner. It is also to be noted that, as per the lease-cum-sale agreement dated 23.11.2000 (Annexure-D), an extent of 772.10 Sq.Mtrs. was allotted in favour of the petitioner. It is pertinent to mention here that, registered Sale Deed dated 26.06.2013 (Annexure-J) was executed in favour of the petitioner by the respondent - Corporation, wherein, an extent of 745.57 Sq.Mtrs. of land was allotted in favour of the petitioner. It is the grievance of the petitioner that, the respondent - Corporation has reduced the extent of land from 900 Sq.Mtrs. to 745.57 Sq.Mtrs. drastically



having taken the sale consideration for 900 Sq.Mtrs. as per Annexure-B. It is pertinent to mention here that, as per Clause 9 of the allotment, the allottee has to pay the maintenance charges of 2% of the site value to the respondent - Corporation. Clause 12 of the allotment letter provides that, if there is discrepancy in the measurement as to allotment in favour of the allottee, particularly referring to the excess of land in addition to the allotment made as per the allotment letter, the allottee has to pay the additional amount to the respondent - Corporation at the time of issuance of possession certificate based on the survey to be made by the respondent - Corporation. If Clause 12 of the allotment letter is pressed into service, as per Annexure-F, the petitioner is entitled for allotment to an extent of 772.20 Sq.Mtrs. (8311.59 Sq.ft.). It is also to be noted from the writ papers that, this Court, vide order dated 09.04.2025, directed the ADLR, Anekal Taluk, to conduct survey / mahazar and to file a report before this Court and accordingly, the survey report was filed as per the Memo dated 03.07.2025 by the respondent - State and as per the report, the petitioner is in possession of site No.SP-165 to an extent of 1026.64 Sq.Mtrs. Admittedly, the said joint survey



was effected in the presence of the Assistant Engineer of KIADB and Assistant General Manager of the respondent - Corporation. The respondents do not dispute the joint survey report filed by the ADLR, Anekal Taluk. In that view of the matter, since the learned counsel appearing for the petitioner restricts the claim of the petitioner to 9688 Sq.ft. (approximately 900 Sq.Mtrs. as per Annexure-B) and as such, petitioner cannot claim additional land more than 9688 Sq.ft. (approximately 900 Sq.Mtrs. as per Annexure-B) and therefore, as the petitioner has paid the sale consideration as per Annexure-B referred to above to an extent of 9688 Sq.ft., I am of the view that, there is no impediment for the respondent - Corporation to consider the representations made by the petitioner dated 13.12.2006 (Annexure-H1), dated 18.12.2006 (Annexure-H2) and dated 28.02.2007 (Annexure-H3) to confirm the allotment of land as per the allotment letter at Annexure-B and to fix the schedule to the site No.SP-165, I stage, Jigani, Anekal Taluk. The respondent - Corporation is directed to consider the above representations within one month from the date of receipt of certified copy of this order,



and pass order in accordance with the observations made above.

14. In the result, the Writ Petition is disposed of in terms of the above observations.

15. Pending application if any, shall stand disposed of as not surviving for consideration.

SD/-
(E.S.INDIRESH)
JUDGE

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List No.: 1 Sl No.: 1