



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 25797 OF 2017 (BDA)

BETWEEN:

CHILDREN'S EDUCATION SOCIETY ®
NO.40 AND 40P, 1ST PHASE,
J.P NAGAR, BANGALORE-560 078
REPRESENTED BY ITS PRESIDENT
SRI. S.N.V.L. NARASIMHA RAJU

...PETITIONER

(BY SRI. UDAYA HOLLA, SENIOR ADVOCATE FOR
SRI. CHANDRASHEKHAR, ADVOCATE)

AND:

1. BANGALORE DEVELOPMENT AUTHORITY
KUMARA PARK WEST,
T. CHOWDAIAH ROAD,
BANGALORE-560 001
REPRESENTED BY ITS COMMISSIONER

2. DEPUTY SECRETARY
C.A. SITE DIVISION,
BANGALORE DEVELOPMENT AUTHORITY,
KUMARA PARK WEST,
T. CHOWDAIAH ROAD,
BANGALORE-560 001

...RESPONDENTS

(BY SRI. MURUGESH V. CHARATI, ADVOCATE)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE
CONSTITUTION OF INDIA PRAYING TO QUASH THE CANCELLATION
ORDER BEARING No.BDA/UKA-1/CA/40/2017-18 DATED 05.06.2017
ISSUED BY THE 2ND RESPONDENT VIDE ANNEXURE-Y AND ETC.



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

CORAM: HON'BLE MR. JUSTICE R. NATARAJ

ORAL ORDER

The petitioner has called in question an order bearing No.BDA/UKA-1/CA/40/2017-18 dated 05.06.2017 issued by respondent No.2. Likewise, a demand notice bearing No.BDA/UKA-1/CA/94/2014-15 dated 15.05.2014 issued by respondent No.2 and the demand notice bearing No.BDA/UKA-1/CA/33/2016-17 dated 27.04.2016 issued by respondent No.2 is questioned. The petitioner has sought for a writ in the nature of mandamus to direct the respondents to renew the lease of the scheduled properties.

2. (i) The petitioner claims that it was granted a civic amenity site bearing No.40 situate in 1st phase, Sarakki layout, Bengaluru and a lease deed dated 23.09.1978 was executed by the respondent No.1 for a period of 30 years. The lease expired on 28.09.2008. After the expiry of the lease period, the petitioner was required to pay rent enhanced by Rs.2/- per annum. It claims that since the civic amenity site



granted to it was not sufficient to run the educational institutions, respondent No.1, granted an adjacent civic amenity site bearing No.40(P) situate in 1st Phase, Sarakki Layout, Bengaluru and executed a lease deed dated 03.04.1986 for a period of 30 years, which expired on 03.04.2016. The petitioner claims that the lease was renewable on payment of the enhanced rent at Rs.2/- per annum. However, the rent payable in respect of C.A. site No.40(P) is not determined and the lease is not extended.

(ii) The petitioner claims that it had put to use the civic amenity sites for the purpose for which they were granted. Later the petitioner sought renewal of the lease for a further period of 30 years. However, the respondent raised a demand of a sum of Rs.4,98,29,085 and Rs.35,77,533/- and penalty of Rs.9,92,496/-. The respondent No.1 did not extend the lease. The petitioner is therefore before this Court challenging the demand. The petitioner contends that during the pendency of this writ petition, it has paid a sum of Rs.1,90,00,000/-.

3. When the petition is listed for final hearing, the learned Senior Counsel for the petitioner fairly submitted that



the petitioner is not pressing the various contentions urged in the writ petition and that the petitioner would pay the amounts demanded under the notices of demand impugned in this writ petition and subject to the respondents undertaking to extend the lease in respect of civic amenity site Nos.40 and 40(P).

4. The learned counsel for the respondents submits that the respondent No.1 would take steps to renew the lease of civic amenity site Nos.40 and 40(P), subject to the petitioner paying the amounts demanded along with interest at reasonable rates.

5. I have considered the submissions of the learned Senior counsel for the petitioner and learned Counsel for the respondents.

6. The respondents have not denied the fact that the petitioner has utilised the civic amenity site Nos.40 and 40(P) for the purpose of establishing educational institutions. Therefore, to ensure that the activity is not disrupted, the respondents are dutibound to extend the lease unless there are extraordinary circumstances, which do not justify such



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extension. The petitioner has agreed to pay the enhanced rent in respect of Civic Amenity site No.40 and therefore, there can be no impediment to renew the lease by executing the required document. As regards Civic Amenity site No.40(P) that too is utilised by the petitioner for the purpose of the educational institution. Therefore, the respondents are dutibound to determine the rent payable and proceed to renew the lease. As regards liability of the petitioner to pay interest, since the petitioners have given up their contest, it is appropriate that some leniency be shown as regards the interest payable in respect of renewal of Civic Amenity Site No.40. However, as regards, Civic Amenity site No.40(P), the respondent is entitled to collect interest at the rate of 18% per annum from the date the lease has expired till the date the lease amount is paid.

7. In that view of the matter, this writ petition is ***disposed off***. The petitioner shall pay the balance of the amount demanded by the respondents for renewal of lease of Civic Amenity site No.40 within one month from the date of receipt of a copy of this order, failing which, the petitioner shall



pay interest at the rate of 18% per annum after expiry of one month till payment.

8. The respondents shall renew the lease in respect of Civic Amenity Site No.40 and execute a deed of renewal of the lease within one month from the date of payment.

9. The respondents shall determine the rent payable for renewal of the lease of Civic Amenity Site No.40(P) and charge interest at the rate of 18% per annum from the date of expiry till the date of renewal of lease and the petitioner shall pay it within a month. On such payment, the respondents shall renew the lease in respect of Civic Amenity Site No.40(P) and execute a deed of renewal of lease within one month from the date of payment.

Sd/-
(R. NATARAJ)
JUDGE