

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 31st DAY OF JULY, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

WRIT APPEAL NO.273 OF 2023 (GM-KIADB)

BETWEEN:

M/S. RANKA AND SHAH DEVELOPER (P) LTD.
A COMPANY REGISTERED UNDER THE
COMPANIES ACT, 1956,
'RANKA CHAMBERS', NO.31,
CUNNINGHAM ROAD,
BENGALURU - 560 052
REPRESENTED BY ITS DIRECTOR
SRI PRADEEP B RANKA

...APPELLANT

(BY SRI. K. N. PHANINDRA, SENIOR COUNSEL FOR
SRI. VASANTH MADHAVA S., ADVOCATE)

AND:

1. STATE OF KARNATAKA,
REPRESENTED BY ITS
PRINCIPAL SECRETARY
TO GOVERNMENT,
DEPARTMENT OF
COMMERCE AND INDUSTRIES,
VIKASA SOUDHA,
BENGALURU - 560 001
2. KARNATAKA INDUSTRIAL AREA
DEVELOPMENT BOARD,
REPRESENTED BY ITS
EXECUTIVE MEMBER,
NO.14/3A, II FLOOR,
NRUPATHUNGA ROAD,
BENGALURU - 560 002
3. M/S. ANVISH VENTURES,
NO.115, 1ST FLOOR,
PRIZM GREYSTONE

Retyped and replaced vide Chamber order dated 17/08/2026.

Digitally
signed by
RAKSHA
Location:
High Court of
Karnataka

NO.70/1, MILLERS ROAD,
BENGALURU - 560 052
REPRESENTED BY ITS PARTNER
SRI. VISHNUPRIYA REDDY

4.

M/S. VENUS TECHNOLOGIES,
NO.421, ETTARYKIL CHERIYAN,
5TH PHASE, 3RD CROSS, DOMLUR,
BENGALURU - 560 071
REPRESENTED BY ITS PARTNER
SMT. GEETHA .S

...RESPONDENTS

(BY SRI. KHAMBROZ KHAN, AGA FOR R1
SRI. B.B. PATIL, ADVOCATE FOR R2
SRI. BASAVA PRABHU S. PATIL, SENIOR COUNSEL FOR
SRI. AJAY J.N., ADVOCATE FOR R3
SRI. UDAYA HOLLA, SENIOR COUNSEL FOR
SRI. VIVEK HOLLA AND
SRI. CHANDRASHEKAR S., ADVOCATES FOR R4)

* * *

THIS WRIT APPEAL FILED UNDER SECTION 4 OF THE
KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE THE ORDER
OF THE LEARNED SINGLE JUDGE DATED 16-2-2023 IN WRIT
PETITION NO.18519 OF 2022, BY ALLOWING THE WRIT PETITION.

THIS WRIT APPEAL HAVING BEEN HEARD AND RESERVED ON
30-6-2026, COMING ON FOR PRONOUNCEMENT, THIS DAY,
VENKATESH NAIK T. J., PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE VENKATESH NAIK T)

The present intra-Court appeal is filed by the writ petitioner impugning the order dated 16.02.2023 passed by the learned Single Judge in W.P.No.18519/2022 (the subject writ petition), whereunder the writ petition filed by the petitioner was disposed of. The operative portion of the order is as under:-

- i) Writ Petition stands disposed.*
- ii) The challenge to the impugned order dated 31-12-2013 stands rejected.*
- iii) The petitioner is held entitled to payment of compensation for its lands that have been acquired, along with interest and all other benefits, in accordance with law.*
- iv) The compensation shall be paid to the petitioner within four weeks from the date of receipt of the copy of this order, if not earlier.*

In the said writ petition, the writ petitioner sought the following reliefs:-

a. To issue writ of certiorari or any other order, writ or directions directing respondent No.2/KIADB to allot the proposed land to the petitioner which is identified by the respondent No.2/KIADB in Annexure-K dated 31-12-2013, being the immovable property bearing plot No.1 measuring 20 acres and plot No.2 measuring 11.50 acres formed by respondent KIADB in Bengaluru IT Zone, Devanahalli, Bengaluru in compliance with the order of this Hon'ble Court in WP No.16367/2007 (LA-KIADB) dated 06.08.2010.

b. By passing such other orders as the Hon'ble Court deems fit in the facts and circumstances of the case, in the interest of justice.

Since the learned Single Judge disposed of the writ petition and declined to quash the order dated 31.12.2013 passed by the respondent KIADB and directed the respondent to pay compensation alongwith interest and all other benefits for the lands of the petitioner that are acquired, the appellant/petitioner has preferred this appeal.

For the sake of convenience, the parties are referred as per their rankings before the learned Single Judge. The appellant is the petitioner and the respondents are respondents before the learned Single Judge.

2. The relevant facts, in a nutshell, are as follows:

The appellant is a company incorporated under the Companies Act, 1956. The appellant is engaged in the business of real estate development and related activities. In the course of its business, the appellant acquired various converted lands measuring 33 acres 31 guntas situated in Hunchur/Unsur village, Jala Hobli, Bangalore North/Yelahanka Taluk. The appellant having acquired said property were in exclusive possession and enjoyment as an absolute owner.

The lands owned by the appellant were notified for acquisition by issuing preliminary notification No.CI/3/SPQ/2007 dated 09.01.2007 and Final notification No.CI/266/SPQ/2007 dated 15.05.2007 by the Karnataka Industrial Area Development Board (KIADB/respondent

No.2) under Section 28(1) and under Section 28(4) of KIAD Act respectively, wherein all 33 acres 31 guntas was notified for acquisition.

The Government of Karnataka in a proceeding of 17th High Level Clearance Committee dated 28.01.2009 considered the allotting of land in lieu of lands acquired and vide Government order No.ITD 31 MDA 2009(5) Bangalore dated 07.12.2009, the Government accorded approval to the appellant to establish IT/ITES SEZ at KIADB Layout for IT Sector at Devanahalli. On 22.11.2010, the appellant submitted representation to respondent No.2-KIADB, seeking allotment of 33 acres 31 guntas of land in lieu of land in the proposed KIADB IT/ITES Park.

3. On 24.07.2010, in furtherance of the resolution passed by the State High Level Clearance Committee, the KIADB issued a letter to the appellant stating that the Board of the KIADB had approved the layout plan of the industrial area and the development works in the industrial

area are under progress and that the allotment letter indicating the plot numbers and the terms and conditions of allotment, including the development charges payable by the appellant, would be intimated in due course. On 06.08.2010, W.P.No.16367/2007 filed by the appellant before the learned Single Judge, challenging the aforesaid acquisition notifications, came to be disposed of by this Court on the basis of the memo dated 28.07.2010, enclosing the aforesaid letter of the KIADB dated 24.07.2010. In the light of the letter dated 24.07.2010 issued by the KIADB, this Court held that nothing survived for consideration in the writ petition. Accordingly, the writ petition was disposed of.

4. Thereafter, on 22.11.2010, the appellant wrote a letter to the Chief Executive Officer & EM, KIADB, Bangalore seeking to allot 33 acres 31 guntas of land in IT Sector, Devanahalli, Bangalore for speedy implementation of its project. Thereafter, the KIADB vide letters dated 07.04.2011 and 16.05.2011(Annexures-E and F) issued notices to the appellant stating that the applications filed

by the appellant seeking allotment of alternate lands in lieu of lands in Sy.Nos.4/1, 6/2, 6/6, 4/2, 7/5A, 7/7B and 8/2 wherein the documents produced in respect of the aforesaid survey numbers are only Xerox copies and requested the appellant to produce the original documents. Hence, the appellant vide letter dated 06.04.2011 vide Annexure-G, produced all the original title deeds in respect of Sy.Nos.4/4, 6/7, 6/3, 6/5, 4/1, 4/5, 6/2, 7/8, 7/3, 7/5B, 7/1, 7/7A, 113, 7/4A, 115, 7/2, 7/6, 4/6, 6/1, 4/7, 7/4B, 7/5A, 7/7B, 6/6, 4/2, 8/2P1 and 116 and sought for allotment letters. The appellant also handed over the possession of the lands to an extent of 33 acres 31 guntas to KIADB under a mahazar vide Annexure-H to that effect. The Special Land Acquisition Officer vide letter dated 05.09.2012 (vide Annexure-J) confirmed having acquired and notified in final notification of the lands of the appellant to an extent of 29 acres 1 gunta in Sy.Nos.4/1, 4/2, 6/2, 4/4, 4/5, 4/7, 6/1, 6/7, 6/3, 6/5, 7/4B, 7/5B, 7/7A, 7/1, 7/6, 7/8, 7/3, 113, 7/4A, 115, 4/6 and 7/2, wherein the sale deeds and EC stood in

the name of the appellant company and in the notification, the name of khatedars were mentioned, however, khata was not transferred/mutated. It was further stated in the said letter that vide letter dated 08.06.2011, the appellant company had handed over possession of the lands to the Board and as per the list, the compensation to the extent of land measuring 29 acres 01 guntas has not been received by them and the land in Sy.Nos.7/5A, 7/7B, 6/6 and 4/2 to an extent of 4 acres 30 guntas, the compensation was paid to the original land owners.

5. Further, on repeated representation of the appellant, the KIADB/respondent No.2 issued a letter dated 31.12.2013 (Vide annexure-k) stating that as per the decision of the 17th SHLCC meeting held on 28.01.2009, the Government vide its order No.ITD 31 MDA 2009(5), Bangalore dated 07.12.2009, has accorded approval to establish an IT/ITES SEZ at IT Sector, Devanahalli and has cleared allotment of 33 acres 31 guntas of land by KIADB in lieu of the land to be

surrendered by the appellant to KIADB subject to payment of development charges as applicable.

6. Further, respondent No.2 vide its letter dated 31.12.2013, demanded Rs.50.00 lakhs per acre as development charges and Rs.1,24,00,000/- towards 20% initial deposit for 2.5 acres and in all, respondent No.2 demanded the appellant to pay a sum of Rs.15,75,75,000/- and on payment, it would consider for allotment in favour of the appellant in respect of plot No.1 and plot No.2P of IT Park in compact block of 31.5 acres.

7. We have heard Sri K.N. Phanindra, learned Senior Counsel appearing for the appellant, Sri B.B. Patil, learned counsel appearing for respondent No.2-KIADB, Sri Basava Prabhu S. Patil, learned Senior Counsel appearing for respondent No.3, Sri Uday Holla, learned Senior Counsel for Sri. Vivek Holla and Sri. Chandrashekar S., learned counsels appearing for respondent No.4, and perused the material available on record.

8. Sri K.N. Phanindra, learned Senior Counsel appearing for Sri Vasanth Madhava for the appellant, vehemently contended that the lands of the appellant were acquired by KIADB and pursuant to various schemes and Government orders, the KIADB agreed to allot lands by filing a memo in a writ petition pending challenging the acquisition and inspite of the order of this Court, the KIADB did not issue allotment letter and by the letter issued on 31.12.2013, it is demanding developmental charges to consider allotting the lands, which was totally contrary to undertaking given before this Court. The development charges demanded was contrary to the directions of the earlier writ petition and was also not all reasonable, since the KIADB demanded development charges which was prevailing in the year 2013, though the lands had been agreed to be allotted in favour of the appellant in 2010 and the development charges demanded were almost equivalent to the land acquisition offered, without there being no complete development of the proposed lands as agreed upon.

9. It is contended that the KIADB, in the most illegal manner, paid compensation to the erstwhile owners on the basis of duplicate/fabricated documents, despite the original documents having been submitted by the appellant and the KIADB without notice to the appellant has granted compensation. The said act and action of KIADB was wholly illegal and contrary to the provisions of the KIAD Act and principles of natural justice.

10. It is further contended that the appellant had surrendered its land in terms of the conditions and the order of this Court. On the other hand, the KIADB was acting in the most illegal manner and the proposed lands were allotted to respondent Nos.3 and 4 with malafide intentions and for making illegal gains. In that eventuality, the appellant would be put to irreparable loss, hardship and injury. Therefore, the appellant filed the writ petition however, the writ petition came to be disposed of with a direction to pay compensation to the appellant, though such a relief was never sought in the writ petition. The learned Single Judge did not consider the contentions

raised by the appellant regarding the KIADB not acting in terms of the earlier directions of this Court and demanding development charges without any legal basis and without clarifying whether the development charges included the cost of the land or otherwise.

11. It is further contended that the KIADB has not cancelled the allotment, since it was the Government which had granted the allotment and it was only the Government that could have cancelled the same. Further, despite the decisions of the Hon'ble Apex Court and the Co-ordinate Bench being relied upon, the writ petition came to be disposed off, declining specific relief as sought for. The disposal of the writ petition is wholly erroneous, not based on the facts and circumstances of the case, and contrary to the documents available on record. The learned Single Judge also failed to consider the statement of objections, and the issue relating to the allotment of developed land in lieu of the acquired land, the said contention was also not considered. Hence, the

learned Senior Counsel for the appellant prays to allow the appeal.

12. *Per contra*, Sri B. B. Patil, learned counsel for respondent No.2-KIADB, submits that the learned Single Judge was justified in dismissing the writ petition, having regard to the admitted position that the appellant had failed to deposit the amount demanded by respondent No.2. It is contended that nearly 10 years have elapsed from the date of the allotment, however, the appellant has not shown any inclination to deposit development charges as directed by the KIADB. On 03.03.2022, the appellant requested the KIADB for allotment letter with terms alongwith payable development charges and also requested for developing access road from IT Park to reach Plot No.1 and 2P. On the other hand, on 06.05.2022, the KIADB sent a letter to the Member Secretary, SLWCC stating that, in view of non-payment of development charges, the matter requires to be placed before SLWCC. Despite the appellant being aware of these communications and non payment of development charges

leads to cancellation of approval for the proposed allotment, the appellant has not paid the development charges. Consequent to the communication of KIADB, the matter was placed before SLWCC and a decision was taken to cancel the approval for the proposed allotment of Plot No.1 in favour of the appellant on 03.09.2022 vide Annexure-R4.

13. It is further contended that respondent Nos.3 and 4 made applications to the KIADB for allotment of lands, accordingly, respondent No.2 allotted 10 acres of land each in favour of respondent Nos.3 and 4 out of the land in question. Thus, the learned Single Judge rightly dismissed the writ petition, and the said order does not warrant interference by this Court in the present appeal.

14. Sri. Basava Prabhu S. Patil, learned counsel appearing for respondent No.3 vehemently contended that since the appellant failed to pay the requisite development charges from the year 2013 and has not taken any steps for development of plot and all contentions taken by the

appellant in other writ petitions have not been complied with and thus, the writ petition filed by the appellant came to be dismissed on 16.02.2023.

15. It is further contended that, in the meanwhile, i.e. on 23.02.2023, respondent No.3 filed application seeking allotment of land to the KIADB. Thus, the SHLCC granted/allotted 10 acres specifically in plot No.1 on 18.03.2023 vide Annexure-R3A and accordingly, respondent No.3 made payment of 10% of land cost being Rs.2.8 crores. Thus, on 23.03.2023, KIADB issued allotment letter allotting plot No.1 to respondent No.3 vide Annexure-R3B. On 14.09.2023, respondent No.3 paid Rs.25.83 crores to respondent No.2 KIADB. Hence, on 05.02.2024, confirmation letter of allotment was issued to respondent No.3 by KIADB on 06.02.2024. Possession certificate has been issued in the name of respondent No.3 and on 08.02.2024, KIADB executed lease-cum-sale agreement in favour of respondent No.3 on payment of total consideration amount of Rs.28,70,08,995/- and

KIADB has acted well within its statutory powers in having cancelled the proposed allotment made to the appellant.

16. The KIADB has no power to make allotment to the appellant, as the same runs contrary to Regulation 10 of KIADB Regulations, 1969, which states that KIADB may make allotment in favour of the person who is likely to start production within a reasonable period. Further, Regulation 10(d) of KIADB Regulations, 1969, states that failure to execute the agreement or successfully pay sums demanded by the Executive Board would render the allottee to have declined allotment. Respondent No.3, on the other hand, has taken all necessary steps including payment of charges of relevant NOC and letter obtained except that the construction activities cannot start on account of interim orders passed by this Court. Further, in compliance with the directions of the learned Single Judge, KIADB has already passed general award and deposited compensation of Rs.4,22,32,000/- in the Civil Court, in order to pay compensation to the land losers.

17. It is further contended that respondent No.3 was allotted the land in question after dismissal of the writ petition on 16.02.2023 and 18.03.2023. Hence, there is no merit in the appeal of the appellant. Hence, prayed for dismissal of the same.

18. Sri. Uday Holla, learned Senior Counsel appearing for respondent No.4, vehemently contended that since the appellant declined to comply the order of the Court and failed to deposit amount, as directed by respondent No.2 KIADB, the KIADB did not execute the lease-cum-sale agreement in favour of the appellant. The writ petition filed by the appellant was dismissed by learned Single Judge in W.P.No.16367/2007. In the meanwhile, on 18.03.2023, respondent No.4 M/s. Venus Technologies, the impleading applicant now arrayed as respondent No.4 approached the State Government for allotment of land through KIADB for setting up integrated IT/ITES park and residential-retailed mixed use project with an investment of Rs.249.70 crores, generating employment of about 700 persons. Hence, on 23.03.2023,

KIADB allotted 10 acre of land in plot No.1P in phase I of IT defence Aerospace Park, IT Sector, Industrial Area, Bengaluru. The impleading applicant respondent No.4 was directed to pay a premium of Rs.280 lakhs per acre plus 5% extra cost for plot facing 45feet road width or more. Now respondent No.4 has paid the amount of advance of Rs.2,80,50,000/- on the date of allotment and an amount of Rs.13.00 crores was paid on 19.11.2025 as directed by the KIADB. Therefore, respondent No.4 has complied the directions of KIADB and accordingly, allotted the land in question. The conduct of the appellant is such that it has not paid a single rupee since 2009 and he is seeking allotment of land contrary to the orders passed by this Court. Thus, the appeal is without any merit and is liable to be dismissed with exemplary cost.

19. In view of the submissions made by the learned Senior counsel for the appellant, learned Addl. Government Advocate for respondent No.1-State, learned counsel for respondent No.2-KIADB, learned Senior

counsels for respondent Nos.3 and 4, the following point that would arise for our consideration is as under:-

Whether the judgment passed by the learned Single Judge requires interference at the hands of this Court?

20. The essential factual matrix is undisputed, inasmuch as, the appellant company and its promoter had purchased the extent of about 33 acres 21 guntas in various survey numbers in Hunchur/Unsur village, Jala Hobli, Bangalore North Taluk, Yelahanka. The said lands had been converted into non-agricultural and residential purpose. The appellant had intended to establish IT/ITES SEZ over the lands. In the mean-while, i.e., on 09.01.2007, a preliminary notification was issued under Section 28(1) of KIAD Act proposing to acquire the land of the appellant and on 15.05.2007, final notification came to be issued under Section 28(4) of KIAD Act acquiring land of the appellant.

21. Being aggrieved by the preliminary and final notifications, the appellant challenged both the notifications in Writ Petition No.16367 of 2007 (LA-KIADB). However, the Government passed the order resolving to allot 33 acres and 31 guntas to the appellant in IT Park in lieu of lands surrendered by it, subject to payment of development charges vide its Letter dated 07.12.2009 as per Annexure-B.

The contents of Annexure-B are as under:

**"PROCEEDINGS OF THE GOVERNMENT OF
KARNATAKA**

Sub: Approval of the project proposal of, **M/S RANKA AND SHAH DEVELOPERS PVT. LTD. TO ESTABLISH "SEZ FOR IT/ITES" AT HUNCHUR VILLAGE, JALA HOBLI, BANGALORE URBAN DISTRICT.**

READ Proceedings of 17TH State High Level Clearance Committee (SHLCC) Meeting held on 28.1.2009.

PREAMBLE

M/s Ranka and Shah Developers Pvt. Ltd., is a Private Limited Company incorporated under Indian Companies Act, 1956, registered with Registrar of Companies, Bangalore on 4th April 1996.

The RANKA group is a Bangalore based conglomerate with interests in real estate

development, infrastructure projects, power generation, retailing contracting and engineering & consultancy, interior housing finance, InfoTech solutions, education, Healthcare, hospitality, leisure and entertainment, jewellery, textiles and silks- drawing synergy from the diversity.

RANKA group is one of the renowned groups in the field of property development since the 70's. The company has developed over 30 projects in Bangalore and has over clientele over 2500 satisfied Ranka Home Owners, of which over 1000 are NRIs.

In the proposal submitted for the 17TH SHLCC, the Company had requested to approve the project for establishment of "SEZ for IT/ITES" in 33 acres 31 guntas of own land and for allotment of said land through KIADB after payment of required development charges. The project proposes to provide employment to about 7000 persons and proposed to invest Rs.430.00 crores.

The Company informed the committee that out of 33 acres 31 guntas, the land measuring 26 acres 01 guntas is registered in the name of the company and also converted into residential purpose from agricultural during 2005. The remaining 7 acres 30 guntas has been registered in the name of Mr. Pradeep Ranka, one of the promoters Director of the company.

It has been informed to the committee that a Court case is pending in the Hon'ble High Court on the said property. The promoters have approached the Court against the acquisition by KIADB and STATUS-QUO granted by the Hon'ble High Court against the acquisition. BIAPPA have informed that the proposed lands are in Special Agriculture Zone as per Interim Master Plan of

BIAPPA and hence the proposed activity is not permitted.

KIADB in their letter dated 26.3.2008 has informed that the extent of one acre 34 guntas in Sy. No.116 of Hunchur village is not under KIADB acquisition process and remaining extent of land is under acquisition and the Hon'ble High Court has given a stay and ordered for STATUS-QUO.

The Company in their letter 30.10.2008 has submitted before the Committee the following points and requested the committee to approve the proposal.

- 1. The Company will consider withdrawing their writ petition before the Honorable High Court of Karnataka, in case the Government agrees to approve the application for SEZ in the said land by payment of development fees to KIADB.*
- 2. Requested to approve the project proposal subject to obtaining of environmental clearance so that to enable the Company to approach the Government of India for obtaining approval of SEZ (as it takes nearly 3 to 6 months).*
- 3. The above said proposed land has been already converted for residential purposes and has obtained clearance from pollution control board for setting up of SEZ for IT/ITES.*

Maps of the lands involved in this project as well as KIADB Aerospace layout were perused by the Committee. The Committee observed that the project proponent may be given an extent of 33 acres 31 guntas of land in the KIADB layout for IT sector at Devanahalli. The project proponent should pay development charges for this land. The committee has indicated that it is difficult to allot the same land as requested by the project

proponent within the layout because the layout is already designed. The project proponent agreed for the same. The Committee noted that land acquired by KIADB will be for industrial use. Hence, the issue of present zoning will not be relevant.

The Committee observed that water can be supplied to the project only after 2012. The project proponents informed that implementation of the project would take about 3 years and hence it is acceptable if water is made available after 2012.

The Committee also noted that the project proponent will withdraw the Writ Petition filed against the acquisition.

Considering the above points the committee after detailed discussions, approved the proposal to establish "IT/ITES SEZ" and recommended to grant infrastructure facilities and extend incentives and concessions.

Hence the following order:

**GOVERNMENT ORDER NO ITD 31 MDA
2009[5], BANGALORE DATED: 07-12-2009**

In the circumstances explained in the Preamble, Government are pleased to accord approval to M/s Ranka and Shah Developers Pvt. Ltd., establish "IT/ITES SEZ", at KIADB layout for IT Sector at Devenahalli with an investment of Rs 130 crores and extended the following infrastructure facilities, incentives and concessions.

INFRASTRUCTURE FACILITIES:

LAND: *The Committee resolved to permit the company to establish the unit in 33 acres 31*

guntas of land to be allotted by KIADB in the layout for IT sector at Devanahalli in lieu of the land he will surrender to KIADB. The project proponent shall pay development charges to KIADB for the same.

POWER: 10 MW to be serviced by BESCO.

WATER: 3,50,000 lpd of water to be supplied by KIADB/BWSSB by 2012.

INCENTIVES & CONCESSIONS:

As per Millennium IT Policy

Environment: The promoters to obtain CFE and CFO from KSPCB and Environmental Clearance from State. No works shall commence prior to obtaining EC, as per prevailing law.

Employment: *The Company shall prepare a plan for development of human resource required for the project, train local people and provide employment to these trained local youth and comply with Government policy of employment to local people. A copy of human resource development plan shall be sent to the Director, Dept of IT & BT for monitoring.*

Others: *The promoter shall take all statutory and other necessary Clearances including GOI and shall submit milestones/progress in Implementation of the project regularly, which will be monitored by the Departments concerned.*

*By Order and in the name of the
Governor of Karnataka*

*Sd/-
[M.V. Krishnamurthy]*

*Under Secretary to Government
Department of Information*

*Technology, Bio Technology and
Science & Technology."*

22. On 24.07.2010, the KIADB by its letter informed the appellant that as per the meeting held by SHLCC dated 28.01.2009, it has approved the project of the appellant and recommended the KIADB to allot 33 acres and 31 guntas of land in IT Park Industrial Area, near Devanahalli, in lieu of the land which will be surrendered by the appellant to the KIADB, which will be free from all kind of encumbrances. In the said letter, the KIADB stated that the appellant should not claim any compensation for the lands to be surrendered and also subject to withdrawing Writ Petition No.16367/2007. In the said letter, the KIADB also stated that the terms and conditions of the allotment including the development charges payable by the appellant will be issued in due course.

23. In turn, the appellant submitted a letter dated 22.11.2010 (Annexure-B) to the KIADB informing about the disposal of Writ Petition No.16367/2007 and also

requested the KIADB to allot 33 acres and 31 guntas of land in IT sector of Devanahalli.

24. Later, as per the proceedings of KIADB dated 29.03.2010, in 299th Board Meeting in Subject No.14, whereby the Board of KIADB discussed the issue regarding development charges in respect of IT/BT Park industrial area. As per Annexure-R1, the development charges was arrived at Rs.21,328 lakhs for 1179.55 acres. Therefore, the appellant has contended that the development charges would be Rs.21,328 lakhs divided by 1179.55 acres equals to Rs.18 lakhs per acre. Therefore, the development charges as in the year 2010 was only Rs.18 lakh per acre. Further, the cost of underground and drainage usually was decided to be levied on the land cost. Since the appellant was the land owner and was seeking allotment of 33 acres of its own land in lieu of compensation, the land cost would not affect. On 24.07.2010, the KIADB issued letter to the appellant indicating decision to allot 33 acres and 31 guntas in lieu of lands of the appellant that was acquired, however, subject to withdrawal of Writ Petition

No.16367 of 2007 filed by the appellant. Therefore, on 06.08.2010, the aforesaid petition was disposed of on the basis of the memo dated 28.07.2010. Thereafter, the original title deeds were handed over by the appellant to the KIADB with a request to issue the allotment letter vide Annexure-G dated 04.06.2011 and the possession of the lands were handed over by the appellant to the KIADB vide Annexure-H.

25. On 31.12.2013, the KIADB issued a letter, whereby the KIADB allotted 31.5 acres to the appellant. Further, the KIADB sought development charges of Rs.50 lakh per acre in respect of 29.02 acres and land costs of Rs.2.5 crore per acre in respect of 2.49 acres. It is contended that the calculation of Rs.50 lakh per acre towards development charges is totally contrary to the decision dated 29.03.2010 of the KIADB, which reveals that development charges in total was Rs.18 lakh per acre only. Therefore, after 3 years i.e. on 27.07.2016, the appellant made representation to the KIADB contending that development charges should be as per rates in 2010

and also to make changes for the purpose of development vide Annexure-L. Once again on 03.01.2017, the appellant reiterating its request and also specifically informing that though it had not surrendered the possession and documents of title, the erstwhile land owner of Survey No.115 measuring 1 acre and 29 guntas had approached the KIADB for compensation and the KIADB had paid the compensation amount without verifying the records. Thus, the appellant intimated that the KIADB was paying compensation to erstwhile owners to an extent of 4 acre and 30 guntas in Survey No.113 and therefore, requesting not to pay the compensation amount to the erstwhile landowners vide Annexure-N dated 28.06.2017. The appellant once again submitted representation dated 27.02.2018 to the KIADB and requested it that though it had surrendered the land without receiving compensation in the year 2011, it had not received any allotment letter from the KIADB. Thus, it requested the KIADB to issue the allotment letter and that the appellant would pay the full payment without charging any interest

on development charges. Once again on 05.07.2018, the appellant submitted its representation to the KIADB reiterating its request and also mentioning about compensation being dispersed to erstwhile landowners to an extent of 1.29 acres. The appellant also requested for issuance of allotment letter and to give 180 days time to make payment without interest. After four years, the appellant submitted another representation dated 03.03.2022 to the KIADB reiterating its request for issuance of allotment letter without insisting for development charges Vide Annexure-R.

26. Later, on 11.07.2022, the Karnataka Udyog Mitra addressed a letter to the KIADB stating about the background facts and directing KIADB to decide the representation of the appellant in accordance with Rules. Thus, the appellant filed one more Writ Petition in Writ Petition No.18519 of 2022 challenging the order dated 31.12.2013 vide Annexure-K.

27. The perusal of the material available on record, it clearly demonstrates that the appellant surrendered its

land to the State, which in turn had passed orders under Section 28(8) of the KIAD Act, 1966. After surrendering the land to the respondent KIADB, the appellant made a representation to allot 30 acres of land in Plot No.1 of IT Sector and issue demand letter for payment of development charges. Accordingly, the KIADB allotted the land and insisted for developmental charges in terms of Section 14 of the KIAD Act. The entire tentative cost of acquisition and the development of an industrial layout are taken while determining the tentative cost of allotment to the project proponent. Pursuant to the completion of the enhancement proceedings as regards acquisition cost, after completion of full development works, in the said industrial area, the final cost of allotment can be ascertained and the difference in final price and allotted price shall be collected from the project proponent by giving considerable time. Therefore, the allotment cost and development charges as intimated to the appellant is not based on any whims and fancies of the respondent KIADB and it appears to be based on scientific and time tested

method and in terms of board resolution dated 29.03.2010.

28. The contention of the appellant that the development charges is highly excessive and not as was contemplated during 2010, when the lands of the appellant were acquired, is totally incorrect, as the development charges levied at the rate of Rs.50.00 lakhs per acre has been arrived during 2010 itself, which is evident as per the board resolution dated 29.03.2010. The appellant had accepted at point of time that they will pay the development charges and denying the rate at which the said development charges is levied are lame excuses made out by the appellant. All the costs as collected are tentative in nature and the same shall be finally determined at the time of execution of sale deed after completion/implementation of the proposed project. The record further demonstrates that the appellant surrendered its land by letter dated 05.09.2012 issued by Special Land Acquisition Officer, KIADB and thereafter the KIADB demanded development charges as well as cost of

the land of 2.49 acres. However, till date, the appellant did not deposit the said amount. On the other hand, it has interpreted that the development charges is excessive.

29. On the other hand, the KIADB contended that the project of the appellant had been cancelled in the State Level Single Window Clearance Committee Meeting held on 03.09.2022 and the KIADB had resolved to pay compensation. Under the Karnataka Industrial Area Development Act (KIAD Act), the land losers are generally liable to pay development charges and the proportionate cost of the developed land when seeking alternative or pre-allotment. Once the land is acquired and possession is surrendered, it vests absolutely with the State Government/KIADB free from all encumbrances. The erstwhile landowner loses original title rights and becomes entitled only to statutory compensation. The land losers do not have an inherent, automatic right to receive alternative developed land at concessional rate, unless there is an express, government approved land loser sharing policy, such as, the 99-year lease or allotment

schemes. When KIADB allots certain lands to land losers under a designated scheme or concession, the allottee is obliged to pay the development charges, maintenance charges and the Board's prescribed premium.

30. Section 14 of the Act contemplates general powers of the Board. As per the this section, failure to pay the betterment charges within stipulated time constitute breach of allotment conditions under Section 14(1) (f) (ii) of the Act, which reads as under:-

14(1) (f) (ii). *'To modify or rescind such allotments, including the rights and power to evict the allottees concerned on breach of any of the terms or conditions of their allotment'.*

31. Under KIAD Act, payment of development charges are mandatory. The Hon'ble Supreme Court in catena of decisions ruled that once the land is acquired and declared as an industrial area, it falls under the exclusive purview of the KIADB. A Co-ordinate Bench in catena of decisions has held that an allottee cannot seek an exemption from development charges, just because they have not utilised specific amenities such as park or

internal roads in the industrial area. In ***Bangalore International Airport Area Planning Authority v. Birla Super Bulk Terminal & Others***, reported in ***(2019) 12 SCC 572***, the Hon'ble Apex Court affirmed that special enactments like the KIAD Act prevail over general planning laws (like Karnataka Town and Country Planning Act) regarding development in allotted areas. In ***Karnataka Industrial Areas Development Board & Anr. v. M/s. Prakash Dal Mill & others*** reported in ***(2011) 6 SCC 714***, the Hon'ble Apex Court ruled that while the Board has the authority to collect the development charges, it cannot arbitrarily or unreasonably hike the final price of the demised premises. The purpose of the KIAD Act, as seen from the preamble of the Act, is to make special provisions for securing the establishment or industrial areas in the State and generally to promote the establishment and orderly development of the industries therein, and for that purpose to establish industrial areas development board. The preamble of the KIAD Act reads as under:

"An Act to make special provision for securing the establishment of industrial areas in the State of Karnataka and generally to promote the establishment and orderly development of industries therein, and for that purpose to establish an Industrial Areas Development Board and for purposes connected with the matters aforesaid.

Whereas it is expedient to make a special provision for securing the establishment of industrial areas in the State of Karnataka and generally to promote the establishment and the orderly development of industries in such industrial areas, and for that purpose to establish an industrial areas development board and for purposes connected with the matters aforesaid."

32. As per Section 27 of the KIAD Act, the provisions of the Act shall apply to such areas from such dates as have been notified by the State Government under Sub-Section (3) of Section 1. Section 47 is the non-obstante clause of KIAD Act which reads as under:

"47. Effect of provisions inconsistent with other laws.- *The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law."*

33. By careful reading of the provisions of both the provisions of the KIAD Act, it is seen that the object of KIAD Act is to make special provisions for securing the establishment of industrial areas in the State and to

generally promote the establishment and orderly development of the industries.

34. In the present case, by way of letter dated 31.12.2013, the terms and conditions of allotment were informed. This had two portions, firstly, 29.02 acres to be allotted after payment of development charges and 2.49 acres to be allotted at the prevailing rate. If it is the contention of the appellant that development charges are not to be paid, then the appellant could have paid the money towards allotment of 2.49 acres. Since it was a composite allotment, the entire allotment stands cancelled. The development charges were payable in 2013 in respect of one portion of land and the allotment of land required payment of charges. Since it was a composite allotment, the non-payment has rendered the allotment null and void. The same principles would apply as far as to any other allottee. The appellant does not get a better right as a consequence of the orders of this Court, as all the orders were restricted to only a portion of the land.

35. The records further reveal that the appellant was originally proposed to be allotted the subject lands in lieu of compensation payable as against acquisition of their properties in Hunchur Village for which a demand note was given. However, there are several disputes with respect to ownership and title of the lands that the allotment of the appellant is claiming title over in Hunchur Village. In respect of certain properties, compensation has been dispersed to the landowners, which is admitted by the appellant in its letter dated 03.01.2017. Insofar as Survey No.115 of Hunchur Village measuring 1 acre 29 guntas which was surrendered in lieu of alternate land, the erstwhile owner obtained an order under the PTCL Act cancelling the sale deed in favour of the appellant. Pursuant to the direction of the Assistant Commissioner, compensation was issued to the erstwhile land owner. Thus, the compensation in respect of 4 acres 30 guntas of land (1 acre 1 gunta in Survey No.6/6, 1 acre 17 guntas in Survey No.7/7B, 1 acre 33 guntas in Survey No.7/5A and 19 guntas in Survey No.4/2) was disbursed to original

landowners in 2008 itself. The appellant is actively litigating to assert title over certain acquired properties. The trial Court in Original Suit No.818/2008 c/w Original Suit No.126/2007 has already passed a decree against the appellant and held title in favour of some other landowners. Therefore, the appellant is contesting the same in Regular First Appeal No.2461 of 2023.

36. It is also learnt that pursuant to the order of the learned Single Judge in impugned writ petition, the KIADB has passed a general award and deposited the compensation amount of Rs.4,22,36,484/- with the reference Court for adjudication of title with respect to properties in Hunchur Village. Therefore, the appellant lacks the *locus standi* for filing the instant appeal. Since the appellant failed to pay the development charges in time, i.e. even after a decade, the KIADB allotted 10 acres of land in Plot No.1 at Phase-1 of Hi-Tech, Defence and Aerospace Park(IT) Sector, Industrial Area in favour of respondent No.3 and Plot No.1-P at Phase-1 of Hi-Tech Defence and Aerospace Park(IT) Sector Industrial Area in

favour of respondent No.4. Pursuant to the decision taken at the 138th State Level Single Window Clearance Committee (SLSWCC) Meeting held on 07.03.2023, in-principle approval was given through the Government Order dated 18.03.2023, after which the allotment letters were given by respondent KIADB in favour of respondent Nos.3 and 4 on 23.03.2023. A confirmatory letter of allotment was issued on 05.02.2024 and the possession of land was handed over to respondent No.3 on 06.02.2024 vide Annexure-R3. The record further reveals that respondent No.3 has paid a sum of Rs.2,80,50,000/- on 18.03.2023 to KIADB towards 10% of the cost of the land as premium and EMD. Further, the balance 90% of the cost of the land amounting to Rs.25,83,00,000/- was paid to KIADB on 14.09.2023 and Rs.7,00,000/- was paid on 09.11.2023. In total, respondent No.3 has paid a total consideration of Rs.28,70,08,995/-, against which, the KIADB has registered a lease deed on 08.02.2024. Respondent No.3, in addition, has also paid a stamp duty of Rs.1,43,60,950/- on the registered deed vide

Annexure-R3-E. The khata also reflects that Plot No.1 has been encumbered on lease to respondent No.3 vide Annexure-R3-J. Respondent No.3 has also received demand of Rs.1,10,402/- towards land tax on 11.07.2024. In light of the same, respondent No.3 has better right in law.

37. It is pertinent to note that neither in the SWLCC's order or the order of this Court, there is a mention of the exact land proposed to be allotted to get the land allotted to the appellant.

38. Insofar as respondent No.4 is concerned, on 18.03.2023, respondent No.4-M/s.Venus Technologies Ltd. approached the State Government for allotment of land through KIADB for setting up integrated IT/ITES park and residential retail mixed use project with an investment of Rs.249.70 crores generating an employment of about 700 persons vide Annexure-A1. Therefore, on 23.03.2023, the KIADB allotted 10 acres of land in Plot No.1P in Phase 1 of Hi-Tech Defense Aerospace Park, IT Sector Industrial Area, Bengaluru. Respondent No.4 was directed to pay premium

of Rs.2,80,000/- per acre plus 5% extra cost for plot facing more than 45 feet road width. Therefore, respondent No.4 has paid amount of advance of Rs.2,80,50,000/- on the date of allotment and amount of Rs.13,00,00,000/- was deposited on 19.11.2025 as directed by the KIADB.

39. In the present case, admittedly, the lease-cum-sale agreement was neither executed in favour of the appellant nor has the appellant commenced the production in compliance with the terms and conditions of the letter of allotment. More importantly, the appellant has not paid the development charges to the KIADB. It is pertinent to note that the KIAD Act has been enacted to promote the establishment and orderly development of industries. The allotment of industrial land in industrial areas is for the purpose of industrial development of the State. Further, in terms of the conditions of allotment, the appellant was also required to commence production within 24 weeks from the date of taking possession of the land. Although,

the appellant was put in possession of the property, the appellant has not commenced the production till date.

40. The aspect of allotment of land is stipulated in Regulation 10 of the Karnataka Industrial Area Development Board Regulations, 1969 (for short, 'Regulations') which has been made in exercise of the powers conferred under Section 41(2)(B) of the KIAD Act, which reads as under:

"41. Power to make regulations.-

(1) The Board, may, with the previous approval of the State Government, by notification make regulations consistent with this Act and the rules made thereunder, to carry out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such regulations may provide for,-

(a) xxx xxx xxx

(b) the terms and conditions under which the Board may dispose of land;"

41. Regulation 10 of the Karnataka Industrial Area Development Board Regulations, 1969, reads as under:

"10. Allotment.- *(a) The Board, on being satisfied that the person, firm or company who has made an application is likely to start production within a*

reasonable period, and is not one which is declared obnoxious under Regulation 14 may make an allotment in his/their favour;

(b) The Board may constitute subcommittees for considering allotment of plots and also delegate its power to the Executive Member, if necessary;

(c) The Executive Member shall notify such applicant to whom an allotment is made to execute the agreement in Form 3 or 4 or 5 as the case may be with such modification as may be necessary in each case on such date, time and place as may be fixed by the Executive Member and to pay the consideration for the occupancy of the land as fixed by the Board within time fixed by the Board;

(d) Failure to execute the agreement or to pay the sums demanded by the Executive Member as per notice given under Regulation 10(c) will render the allottee to have deemed to have declined the allotment;

(e) The Board or with the authority of the Board, the Executive Member will have the discretion to grant extension of time for complying with the terms of the notice issued under Regulation 10(c) with or without payment of interest at 9% on the sums payable in terms of the said notice for the extended period."

42. It is clear from a plain reading of Regulation 10(d), that failure to execute the agreement will render the allottee to have deemed to have declined the allotment. It is also relevant to note Regulation 15 of the Karnataka Industrial Area Development Board Regulations, 1969, which reads as under:

"15. Allottee as a Licensee.-*Till the agreement for lease, sale or lease-cum-sale is executed, the allottee will be considered as a mere licensee who shall have*

licence and authority only to enter upon the land allotted to him and to start construction of buildings or works and will have no power to legally alienate his interest except to the extent allowed by the Board for raising loans. No sub-division of the plot will be allowed without the permission of the Board given in writing."

43. Further, a plain reading of Regulation 15 would indicate that prior to the execution of the agreement, the allottee will be considered as a mere licensee and it is entitled to enter upon the land allotted to start construction.

44. In the present case, the appellant has been put in possession of the subject land as a licensee only for the limited purpose of commencing construction. Further, default of the licensee in executing the agreement is to be constituted as the allottee having declined the allotment, even more than ten years, the appellant has not paid the development charges as directed by the KIADB.

45. Therefore, the payments not having been paid in terms of the letter of allotment, cancellation of the allotment is automatic and issuance of notice under Section 34B of the KIAD Act does not arise. A similar view

is observed by the Co-ordinate Bench of this Court in Writ Appeal No.533 of 2021 disposed of on 19.08.2021.

46. With regard to the contention put forth on behalf of the appellant that the procedure under Section 34B of KIAD Act was required to be followed and the appellant was required to be given notice before the allotment was cancelled, it is pertinent to note that the learned Single Judge of this Court in Writ Petition No.279 of 2024 decided on 12.01.2024 held that Section 34B of KIAD Act is to be followed only after execution of the lease-cum-sale agreement.

47. Section 34B of KIAD Act reads as under:

34B. Resumption of the possession of premises including the residential tenements on breach of terms and conditions of lease or holding without authority.-

(1) Where the Board is of the opinion that an allottee of any premises or part thereof or residential tenement in an industrial area or industrial estate has violated any of the terms or conditions of allotment or holds it without any authority it may, without prejudice to Section 25 give notice to such allottee and Banks or Financial Institutions, in whose favour the Board has permitted the mortgage or leasehold rights of the premises, or residential tenement specifying the breaches of the terms and conditions of the allotment calling upon the allottee to remedy such breaches within a time stipulated in the notice.

(2) If the allottee fails to remedy the breaches within the time so stipulated, the Board shall serve a notice upon the allottee under intimation to such Bank or Financial Institutions to show cause within thirty days from the date of service of notice, why the possession of the premises or part thereof or residential tenement should not be resumed.

(3) After considering the cause, if any, shown by the allottee and after giving him an opportunity of being heard, the Board may pass such orders, as it deems fit.

(4) Where the Board passes an order under sub-section (3), for resuming possession of the premises or part thereof or residential tenement in the industrial area it may, by notice in writing, order any allottee to surrender and deliver possession thereof to the Board or any person duly authorised in this behalf within the date specified in the notice.

(5) If any allottee refuses to surrender or deliver the possession of the premises or part thereof or residential tenement within the time specified in the notice, the Board or any officer authorised by it in this behalf may resume the possession of the premises or part thereof or residential tenement free from all encumbrances and for that purpose may use force as may be necessary. [Section 34B inserted by Act No.19 of 2000 w.e.f. 25-5-2000]."

48. Therefore, Section 34B of the KIAD Act clearly indicates that the section is applicable for resumption of possession for breach in the terms and conditions of lease or holding without authority. The said provision indicates a situation, where the allottee has been put in possession of the property and an agreement of lease has been executed in favour of the allottee. However, in the present

case, no such agreement or lease has been executed. The said provision also contemplates a situation of holding possession without authority, which is not so in the present case as the allottee has been put in possession pursuant to the letter of allotment and is bound by the terms and conditions of the said letter of allotment. Further, as noted above, the failure of the appellant to have got the lease-cum-sale agreement executed is to be understood as the appellant having deemed to have declined the allotment.

49. As the appellant failed to deposit the development charges to the KIADB, the SWLCC allotted 10 acres of land each in favour of respondent Nos.3 and 4, respectively. On the other hand, now, by virtue of lease deed and possession being given, respondent Nos.3 and 4 have a right in respect of the property allotted to them, respectively.

50. On the other hand, the appellant is not able to seek alternative land as it has not complied with condition for more than ten years under which the proposed

allotment was sought to be made. The appellant has no right in respect of these lands and it can be allotted any other land, if he makes an application to the KIADB.

51. Further, there is no exchange of lands as the KIADB is required to handover industrial plots which have electricity and water connections, road and drainage apart from other amenities which entails additional cost, which is claimed as development charges.

52. The contention of the appellant is that it is ready to pay developmental charges of the year 2010 and not of the year 2013, as the same has no merit consideration. The order of KIADB was clear that terms and conditions of allotment including development charges will be informed in due course i.e. as and when they are liable to be paid. It is to be noted that as alternative land is being given, the development charges becomes payable only when the plots are ready.

53. Therefore, the conduct of the appellant disentails it from claiming any discretion at the hands of the Court

and there is no violation of law, unreasonableness or irrationality to claim interference under Article 226 of the Constitution.

54. Therefore, the law mandates that, the appellant was entitled to alternative land, provided it fulfilled the conditions, but the appellant failed to comply with the conditions. There is no violation of law or irrationality in the decision of the Committee to cancel the allotment made in favour of the appellant and allot the land to respondent Nos.3 and 4, respectively.

55. The development of the State cannot be kept at abeyance till the time appellant's issues were sorted out. The order passed by the learned Single Judge in Writ Petition No.16367 of 2007 was conditional upon the appellant having title to the properties. There is no violation of the order of the learned Single Judge inasmuch as the appellant failed to fulfill the underlying basis of the consent order.

56. The perusal of the material on record clearly demonstrates that there are multiple disputes in relation to the entire parcel of land. When the order of cancellation of allotment is not challenged before this Court, the order of the learned Single Judge dismissing the writ petition while protecting the rights of the appellant to seek compensation by directing passing of general award cannot be altered.

57. The appellant even after twelve years of disposal of Writ Petition No.16367 of 2007 clings upon the said order and submits that the development charges that are asked for were contrary to the order and therefore, it cannot form a part of allotment letter. Such representations come about twelve years after disposal of the petition and almost close to nine years, after impugned communication. However, same has been replied to by the Board on 26.04.2022, observing that unless development charges were paid, no allotment in favour of the appellant could be made as the Court did not observe that development charges need not be paid.

Therefore, as a matter of fact, the order of the Court recording the memo which reads that the allotment would be made in terms of certain terms and conditions that would be drawn for such allotment and includes development charges payable by the appellant. Thus, recording the said memo, the learned Single Judge had disposed of the writ petition. Therefore, if the appellant wanted allotment or lease-cum-sale agreement to be executed, it ought to have complied with communication for payment of development charges. In fact, it was directed to be paid within thirty days from the communication dated 31.12.2013. Now, almost thirteen years is elapsed. Even today, the appellant has not paid development charges, as was demanded.

58. Under Article 300A of the Constitution of India, no doubt, the land owner has a right over the property and that cannot be taken away, is unacceptable submission. The land was always available to the appellant, subject to certain conditions of KIADB.

59. Sri B.B. Patil, learned counsel for respondent No.2-Board, vehemently contended that the appellant has defaulted in payment of development charges and therefore, the allotment of plot cannot be made in favour of the appellant and it is always open to the appellant to claim compensation in accordance with law for acquisition of its property. Therefore, the submission of learned counsel for respondent No.2-Board merits consideration in the peculiar facts of the case as the appellant for nearly ten years did not come forward to pay development charges of Rs.15,75,75,000/- that was demanded. Therefore, there is no merit consideration to set aside the communication dated 31.12.2013 after thirteen years of its issuance.

60. As the Board allotted 10 acres land each in favour of respondent Nos.3 and 4 and they paid entire consideration amount as ordered by the KIADB and allotment letter, lease-cum-sale agreement, khata also stands in the name of respondent Nos.3 and 4, respectively in respect of their extent of land and the fact

that the appellant failed to deposit development charges since thirteen years, the learned Single Judge has rightly dismissed the writ petition filed by the appellant and we find no infirmity in the order passed by the learned Single Judge in declining to interfere with the impugned communication dated 31.12.2013.

Accordingly, we proceed to pass the following:-

ORDER

1. The writ appeal is ***dismissed***.
2. Pending interlocutory applications, if any, shall stand dismissed.
3. No order as to costs.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

MN/-