



CNR: KAHC010133352025

NC: 2026:KHC:39969
RP No. 100 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

REVIEW PETITION NO. 100 OF 2025

BETWEEN:

BRUHAT BENGALURU MAHANAGAR PALIKE (BBMP)
MAHALAKSHMIPURA SUB DIVISION,
BENGALURU - 560 078,
REGISTERED BY ITS
THE ASSISTANT REVENUE OFFICER,
MAHALAKSHMIPURA SUB DIVISION.

...PETITIONER

(BY SRI. MALLIKARJUN REDDY K S., ADVOCATE)

AND:

1. M/S KAMATH TRANSFORMERS PVT LTD.,
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT, 2956,
HAVING REGISTERED OFFICE AT
NO. 4-D, E AND F, SY. NO. 98,
KIADB INDUSTRIAL AREA, YEDENAHALLI,
SOMPURE HOBLI, DOBASPET,
NELAMANGALA TALUK - 562 111,
REP. BY SRI VISHWANATH KAMATH.
2. KARNATAKA STATE SMALL INDUSTRIES,
DEVELOPMENT CORPORATION LTD,
RAJAJINAGAR INDUSTRIAL TOWN,
RAJAJINAGAR,
BENGALURU - 560 010,
REP. BY ITS SECRETARY.

...RESPONDENTS

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



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(BY SRI. CHANDRAKANTH PATIL K.,
SRI. RAKESH BHATT., ADVOCATES FOR R1;
SMT. MANJULA N. TEJASWI., ADVOCATE FOR R2)

THIS REVIEW PETITION IS FILED UNDER SECTION 114 R/W
ORDER 47 RULE 1 OF THE CODE OF CIVIL PROCEDURE, 1908
PRAYING TO CALL FOR RECORDS PERTAINING TO
W.P.NO.12210/2023 AND ETC.

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

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The petitioner – BBMP is before this Court seeking for the following reliefs:

1. Call for records pertaining to W.P.No.12210/2023.

2. Review the final order dated 08.12.2023 passed in W.P.No.12210/2023 passed by this Hon'ble Court which is produced herewith as Annexure-A.

3. Pass such other and further orders as this Hon'ble Court may deem fit in the circumstances of the case in the interest of justice and equity.

2. The BBMP has filed the present review petition seeking review of the order dated 08.12.2023 passed by this Court in W.P. No.12210/2023.
3. W.P. No.12210/2023 was filed by respondent No.1 seeking quashing of an endorsement issued by the



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BBMP rejecting the request for issuance of khatha. The endorsement had been issued on the ground that the documents produced by the petitioner disclosed an extent of land smaller than that originally allotted by the Karnataka State Small Industries Development Corporation Limited (KSSIDC) to M/s Rana Enterprises. While the original allotment was only 2,480 square feet (40 feet × 62 feet), equivalent to approximately 230 square metres, the documents relied upon by the petitioner did not substantiate the claim that the property measured 524.66 square metres. Along with the documents produced in the writ petition, the petitioner had enclosed a sketch purportedly appended to the lease-cum-sale agreement executed in favour of M/s Rana Enterprises. The sketch described the property as measuring 34.95 metres from North to South and 12.75 metres from East to West, aggregating to 445.61 square metres. Proceeding on the basis of the said sketch, this Court, by its order dated 08.12.2023, directed the BBMP to consider the petitioner's application for issuance of khatha in terms of the sale certificate and the boundaries reflected in the sketch allegedly



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appended to the lease-cum-sale agreement and the sale certificate.

4. Sri Mallikarjun Reddy, learned counsel appearing for the review petitioner-BBMP, submits that upon verification of the original records, it was found that no such sketch had ever been appended either to the lease-cum-sale agreement or to the sale certificate. According to him, the petitioner in the writ proceedings had fraudulently annexed a sketch to those documents and projected it before this Court as though it formed an integral part of the original records. It is contended that the petitioner thereby misrepresented material facts and procured the order dated 08.12.2023 by playing fraud upon the Court. On that premise, it is urged that the order is liable to be reviewed and recalled, and that appropriate action be initiated in accordance with law. It was in these circumstances that this Court directed KSSIDC to produce the original records relating to the allotment.
5. A perusal of the original file produced by KSSIDC reveals that it contains a copy of the Deed of Lease under the Hire Purchase Scheme dated 18.11.1982, executed between the Governor of Karnataka, as the



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licensor, and M/s Rana Enterprises, as the licensee. The property is described therein as Plot No. B-71, Industrial Estate, Peenya I Stage, Bengaluru, measuring 40 feet East to West and 62 feet North to South. Significantly, no sketch is appended to the said lease deed. The file also contains a sanctioned building plan dated 16.11.1991, pertaining to the industrial shed constructed on the said plot, which merely depicts the layout and construction of the shed. Relying on these records, learned counsel appearing for KSSIDC categorically submits that the only property ever allotted to M/s Rana Enterprises was Plot No. B-71 measuring 40 feet × 62 feet, and that the sketch relied upon by the petitioner in the writ proceedings does not form part of KSSIDC's official records.

6. Smt. Manjula N. Tejaswi, learned counsel appearing for respondent No.2-KSSIDC, therefore supports the submissions advanced on behalf of BBMP and contends that the order dated 08.12.2023, having been obtained by placing false material before the Court, is liable to be reviewed under Order XLVII of the Code of Civil Procedure.



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7. Per contra, Sri Rakesh Bhatt, learned counsel appearing for the auction purchaser, who was the petitioner in W.P. No.12210/2023, submits that his client is not the original allottee of the property but merely an auction purchaser. According to him, what was brought to auction was Plot No. B-71, and his client acquired title only through the auction sale. Though this Court had called upon the petitioner to produce the auction notification, the same has not been placed on record. Nevertheless, it is submitted that the description of the property contained in the auction notification was identical to the schedule contained in the Deed of Lease under the Hire Purchase Scheme.
8. He refers to the auction sale certificate where the schedule is mentioned as under:

*"Schedule I
Factory Building No.B-71, situate in Industrial
Estate, Peenya I Stage, bounded on the North by 'B'
type factory, South by II Cross Road, East by Shed
No.B-72 and West by Cross Road, on an area
measuring East to West 40 feet and North to South 62
feet, belonging to M/s.Rana Enterprises, the First
Judgement Debtor."*

9. On the strength of the above description, it is contended that the boundaries must prevail over the



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measurements. Learned counsel submits that the property is bounded on the north by a B-Type Factory, on the south by II Cross Road, on the east by Shed No. B-72 and on the west by Cross Road, leaving no open space outside the boundaries on the north-western side. It is therefore argued that the entire parcel enclosed by the said boundaries formed part of the original allotment and consequently also formed part of the auction sale. It is further submitted that M/s Rana Enterprises had been put in possession of the entire land, including the disputed north-western portion, and therefore the auction purchaser acquired title to the whole property.

10. The submission that boundaries should prevail over measurements may, at first blush, appear attractive. However, the contention cannot be accepted in isolation, divorced from the contemporaneous documentary evidence available on record.
11. To begin with, the writ petitioner entered the picture only as an auction purchaser several years after the original allotment. It is therefore difficult to appreciate how the petitioner can assert, as a matter of personal knowledge, that M/s Rana Enterprises had been placed in possession of the entire property,



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including the disputed portion. Such an assertion is unsupported by any contemporaneous record and is contrary to the official documents produced by KSSIDC.

12. The best evidence to establish the extent of the property offered for sale would have been the auction notification itself. Despite being specifically called upon to produce the same, the petitioner has failed to do so. The only contemporaneous document produced is the auction sale certificate, which unequivocally records that the property conveyed measures 40 feet × 62 feet. Had the property offered for sale comprised a larger extent, such larger extent would ordinarily have found mention in the sale certificate itself.
13. Reliance upon the sanctioned building plan is equally misplaced. The plan merely depicts the existing industrial shed and identifies an area proposed for future extension. No sanction has been accorded in respect of such proposed extension, nor does the plan recognise any right in favour of M/s Rana Enterprises over the disputed land. Consequently, the sanctioned plan does not assist the petitioner.



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14. The last document relied upon by the petitioner is the sketch produced in the writ proceedings. The origin of the said sketch remains wholly unexplained. Except for the bald assertion that it accompanied the sale certificate, no material has been produced to establish either its source or its authenticity. When the original records maintained by KSSIDC conclusively establish that no such sketch formed part of the original lease deed or the sale certificate, the production of a sketch depicting dimensions wholly inconsistent with the original grant cannot be accepted without satisfactory explanation.
15. The last submission urged by Sri Rakesh Bhatt, learned counsel appearing for the auction purchaser, is that KSSIDC is estopped from questioning the validity or extent of the auction sale inasmuch as it had opposed the execution proceedings wherein the sale was effected, and its objections having been rejected, it is no longer open to KSSIDC to reagitate the matter in the present review proceedings.
16. A careful perusal of the records of the execution proceedings, however, demonstrates that the objection raised by KSSIDC therein was altogether different from the controversy that arises in the



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present proceedings. The opposition of KSSIDC in the execution proceedings was not founded upon the extent of the property sought to be sold. Its objection was that no sale deed had been executed in favour of M/s Rana Enterprises and that the latter had merely been granted a licence under the Hire Purchase Scheme. It was therefore contended that upon default committed by M/s Rana Enterprises, the property was not liable to be brought to sale in execution.

17. The issue before this Court, however, is entirely distinct. The present controversy is not whether the property could have been sold in execution, but whether the writ petitioner succeeded in obtaining the order dated 08.12.2023 by relying upon a document which admittedly does not form part of the original records maintained by KSSIDC. The dismissal of KSSIDC's objections in the execution proceedings, therefore, neither concludes nor even touches upon the question which presently falls for consideration.
18. Learned counsel for the writ petitioner also sought to draw support from the fact that in certain other cases KSSIDC had conveyed additional portions of land



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situated behind the originally allotted plots to the respective allottees. According to him, such conduct on the part of KSSIDC demonstrates that the disputed portion ought also to be treated as forming part of the allotment in favour of M/s Rana Enterprises.

19. In answer thereto, Smt. Manjula N. Tejaswi, learned counsel appearing for KSSIDC, on instructions, submits that in all such cases the additional extent of land was conveyed only after the concerned allottee paid the prescribed consideration for the excess area. She further submits that the disputed portion behind Plot No. B-71 possesses an independent means of access from the western side through the cross road, as is evident from the schedule contained in the original lease deed. It was therefore capable of being separately allotted to any other eligible person.
20. Learned counsel further submits that KSSIDC was willing to consider allotment of the disputed extent even in favour of the writ petitioner, provided the petitioner paid the consideration payable for such land. The proposal, however, was declined by the petitioner, who continued to maintain that the entire extent had already been conveyed under the original



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allotment and the auction sale and that no further payment was liable to be made.

21. Having bestowed anxious consideration to the rival submissions and upon a careful examination of the original records produced before this Court, this Court is of the considered opinion that the very foundation upon which the order dated 08.12.2023 came to be passed no longer survives.
22. The earlier order proceeded on the assumption that the sketch relied upon by the writ petitioner formed part of the original lease-cum-sale documents and faithfully represented the extent of the property originally allotted by KSSIDC. That assumption has now been conclusively demonstrated to be erroneous by production of the original records themselves.
23. The original lease deed, the original allotment file, the sanctioned building plan and the auction sale certificate consistently and unequivocally describe the property as measuring 40 feet × 62 feet. None of these documents contains or even refers to the sketch that formed the basis of the earlier order.
24. It is a settled principle that judicial proceedings are founded upon the highest obligation of candour. A



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litigant invoking the extraordinary jurisdiction of this Court under Article 226 of the Constitution is expected to place before the Court all relevant facts fully, fairly and truthfully. The writ jurisdiction being equitable and discretionary in nature, any attempt to secure relief by suppression of material facts or by production of documents which are not genuine constitutes a serious abuse of the process of the Court.

25. The present case is not one where there exists a mere dispute regarding interpretation of title documents. Nor is it a case where two competing constructions of the same document are possible. The controversy goes to the authenticity of the very document on which the earlier order was founded.
26. When the original records maintained by the statutory authority conclusively establish that no such sketch ever formed part of the lease deed or the sale certificate, the inevitable conclusion is that this Court was persuaded to proceed upon a factual premise which had no existence in the official records.
27. Equally untenable is the submission that the boundaries should prevail over the measurements.



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The principle that boundaries may prevail over measurements is merely a rule of construction evolved to resolve ambiguities in genuine conveyances. It cannot be elevated into a principle enabling a Court to enlarge the subject matter of a grant beyond what the grant itself expressly conveys.

28. In the present case, every contemporaneous document originating from KSSIDC uniformly specifies that the property measures 40 feet × 62 feet. The sale certificate issued in favour of the auction purchaser also records the identical dimensions. There is thus no ambiguity requiring application of the rule that boundaries prevail over measurements.
29. Acceptance of the petitioner's contention would require this Court to rewrite the original grant solely on the basis of an unauthenticated sketch whose provenance remains unexplained. Such an exercise would not amount to interpretation of a document; it would amount to creation of a new grant altogether, which is impermissible in law.
30. The conduct of the writ petitioner also assumes significance. Despite a specific direction issued by



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this Court, the auction notification, which alone could have conclusively established the extent of the property brought to sale, has not been produced. The petitioner nevertheless continued to assert title over a substantially larger extent than that reflected in every contemporaneous official record. The only basis for such assertion is the disputed sketch, which has now been demonstrated not to form part of the original records maintained by KSSIDC.

31. Viewed cumulatively, the material placed before this Court unmistakably establishes that the order dated 08.12.2023 came to be passed on the basis of a factual representation which is inconsistent with the original records. The very foundation upon which the earlier order rested has thus been displaced. Once the foundation disappears, the order built upon it cannot be permitted to survive.
32. The jurisdiction of this Court to review its own orders is undoubtedly circumscribed by the provisions of Order XLVII Rule 1 of the Code of Civil Procedure. A review is not an appeal in disguise and cannot ordinarily be entertained merely because another view on the merits is possible. Equally well settled, however, is the principle that where a judicial order



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has been obtained by fraud, suppression of material facts or misrepresentation, the Court is not powerless to correct the injustice. Fraud vitiates every solemn act. An order obtained by practising fraud upon the Court is a nullity in the eye of law and can neither be permitted to stand nor confer any legal advantage upon the person who procured it. In such circumstances, the Court exercises not only its statutory power of review but also its inherent jurisdiction to preserve the purity of the judicial process and to prevent abuse of its process.

33. Applying the aforesaid principles to the facts of the present case, this Court finds that the order dated 08.12.2023 proceeded on the assumption that the sketch relied upon by the writ petitioner formed part of the original records pertaining to the allotment made by KSSIDC. The review proceedings have demonstrated beyond any manner of doubt that the said assumption was erroneous. The original allotment file, the Deed of Lease under the Hire Purchase Scheme, the sanctioned building plan and the auction sale certificate consistently describe the property only as measuring 40 feet × 62 feet. None of these documents contains the sketch that was produced before this Court in the writ proceedings.



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34. The petitioner has been unable to explain the origin or authenticity of the sketch. No contemporaneous document has been produced to establish that such a sketch ever accompanied the original lease deed or the sale certificate. In the absence of any such material, this Court cannot but conclude that the sketch relied upon in the writ proceedings was not part of the original records and that the order dated 08.12.2023 came to be passed on a fundamentally erroneous factual premise.
35. The contention that the writ petitioner is merely an auction purchaser and therefore cannot be accused of fraud does not carry the matter any further. Whether the petitioner personally fabricated the sketch or merely relied upon it is not the determinative issue. The material question is whether the Court was induced to pass an order on the basis of a document which did not form part of the original records and which materially altered the description and extent of the property. The jurisdiction of this Court to recall an order is attracted not merely when fraud is personally attributable to a litigant, but whenever the Court itself has been misled into passing an order on the basis of false or non-existent material. The



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administration of justice cannot be made to depend upon whether the deception originated with the litigant or through some intermediary. Once it is demonstrated that the Court acted upon a false factual foundation, the order cannot be permitted to survive.

36. Equally significant is the consequence that would follow if the order dated 08.12.2023 were allowed to remain in force. The BBMP would be compelled to consider issuance of a khatha on the basis of a sketch which has now been found not to form part of the original allotment records. Such a direction would compel a statutory authority to recognise rights over an extent of land which neither formed part of the original grant nor the auction sale. Courts cannot compel public authorities to perform acts which are contrary to law or inconsistent with the official records maintained by another statutory authority. Judicial review is intended to ensure legality of administrative action and not to perpetuate an illegality founded upon erroneous or misleading material.
37. This Court is therefore satisfied that the writ petitioner approached this Court by placing reliance



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upon material which did not form part of the original records and by inviting this Court to proceed on a factual basis which has now been conclusively disproved. The suppression of the true state of affairs and the reliance placed upon an unauthenticated sketch directly influenced the decision rendered by this Court on 08.12.2023. The said order thus stands vitiated at its very inception. Since the foundation of the order itself has disappeared, the order cannot merely be modified or clarified; it necessarily requires to be recalled.

38. Once the order dated 08.12.2023 is recalled, the writ petition itself necessarily falls for reconsideration. The relief sought in the writ petition was founded entirely upon the assertion that the petitioner was entitled to a larger extent of land than what was reflected in the official records maintained by KSSIDC. That assertion has not only remained unsubstantiated but has been found to be contrary to the original records. The petitioner has failed to establish any enforceable legal right to compel the BBMP to issue a khatha in respect of any extent beyond 40 feet × 62 feet. In the absence of a legally enforceable right, no writ of mandamus could have been issued under Article 226 of the Constitution.



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Consequently, the writ petition is devoid of merit and is liable to be dismissed.

39. Before parting with the matter, this Court considers it appropriate to reiterate that the extraordinary jurisdiction under Article 226 is founded upon complete candour and utmost good faith on the part of litigants. The efficacy of writ proceedings depends substantially upon the authenticity of the documents placed before the Court. Any attempt to obtain judicial orders by relying upon documents that do not form part of the original record strikes at the very administration of justice. Such conduct cannot receive the imprimatur of this Court. Public confidence in the judicial process can be maintained only if Courts are vigilant in correcting orders obtained on the basis of suppression, misrepresentation or false material.

40. In that view of the matter, this Court passes the following:

ORDER

- i) Review Petition is ***allowed***.
- ii) The order dated 8.12.2023 passed in WP No.12210/2023 stands recalled. WP No.12210/2023 stands dismissed by imposing



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cost of ₹ 2,00,000 payable to the Karnataka State Legal Services Authority within a period of four weeks from the date of receipt of a copy of this order.

- iii) If the payment is not made by 31.08.2026, the Member Secretary – KSLSA would be entitled to recover the said amounts as arrears of land revenue from the writ petitioner.
- iv) The concession which had been made by KSSIDC, not having been accepted by the writ petitioner, KSSIDC would be free to allot the said land to any third party by inviting necessary applications.
- v) If an application is made by KSSIDC to the BBMP, for entry of the khata in the name of KSSIDC as regard to said land, BBMP is directed to consider the same and pass necessary orders.

SD/-
(SURAJ GOVINDARAJ)
JUDGE

PRS
List No.: 2 Sl No.: 1