



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 19<sup>TH</sup> DAY OF JUNE, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE R. NATARAJ**

**WRIT PETITION NO. 8079 OF 2020 (BDA)**

**BETWEEN:**

GOMATESH VIDYAPEETHA  
7<sup>TH</sup> MAIN, SUNKENAHALLI  
HANUMANTHANAGAR  
BENGALURU-560019  
REP BY ITS CHAIRMAN  
SRI. SANJAY B PATIL  
S/O BALASAHEB PATIL  
AGED ABOUT 50 YEARS,

...PETITIONER

(BY SRI. RAVI B. NAIK, SENIOR ADVOCATE FOR  
SMT. VIJETHA R NAIK, ADVOCATE)

**AND:**

BENGALURU DEVELOPMENT AUTHORITY  
SANKEY ROAD, BENGALURU-560001  
REPRESENTED BY ITS COMMISSIONER

...RESPONDENT

(BY SRI. MURUGESH V. CHARATI, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227  
OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ILLEGAL  
DEMAND NOTICE DATED 18.05.2020 VIDE BDA/AO/CA/10/2020-21  
ISSUED BY RESPONDENT PRODUCED AS ANNEXURE-K AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN  
'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE R. NATARAJ

Digitally  
signed by  
HEMALATHA J  
Location:  
HIGH COURT  
OF  
KARNATAKA



**ORAL ORDER**

The petitioner has called in question a demand notice bearing No.ಬೆಂಗಳೂರು/ಎಆರ್/ಸಿಎ/10/2020-21 dated 18.05.2020 issued by the respondent demanding a sum of Rs.14,91,48,729/- towards the lease rentals in respect of a civic amenity site leased to it.

2. The petitioner claims that the respondent had leased a civic amenity site for a period of 99 years in the year 1962. Later, the respondent restricted the lease for a period of 30 years by virtue of the Bangalore Development Authority (Allotment of Civic Amenity Site) Rules, 1989, consequent to which, the lease stood expired on 30.08.1992. The petitioner made a request for renewal of the lease, consequent to which, the respondent renewed the lease on 17.01.2011. The respondent thereafter laid a demand for the lease rentals of Rs.14,91,48,729/-. The petitioner being aggrieved by this demand has approached this Court.

3. The learned Senior Counsel for the petitioner submitted that the justification for raising a demand of Rs.14,91,48,729/- is found in Annexure - R5 filed by the



respondent along with the statement of objections, wherein it is stated that this demand was based on a Circular bearing No.Comm/Aa.Sa/Na.Sou.Ni.Pa.Dara/863/2012-13 dated 13.01.2012. He contends that when the lease was renewed from 30.08.1992 to 31.08.2022, the respondent could not have demanded lease rentals from a retrospective date relying upon the Circular dated 13.01.2012. He contends that the liability if any of the petitioner to pay lease rentals arose at such rates as was applicable as on 30.08.1992 and nothing more. He therefore, submits that the impugned demand made by the respondent is without any basis and the same is liable to be set at nought.

4. (i) The petition is opposed by the respondent who has filed a statement of objections contending that the civic amenity site in question was allotted to the petitioner for the purpose of construction of a Montessori School. It is contended that the petitioner did not use the civic amenity site for the purpose for which it was granted. Thereafter, on 10.09.2001 a show-cause notice was issued to the petitioner calling upon it to explain why the allotment in its favour should



not be cancelled as there was *prima facie* evidence to show that the terms of the lease agreement were violated. The petitioner replied to the show-cause notice agreeing to use the property for the purpose for which it was granted.

(ii) It is contended that though the original period of lease under the lease agreement dated 07.09.1962 was for a period of 99 years, but as per the Bangalore Development Authority (Allotment of Civic Amenity Site) Rules, 1989, the lease period was restricted to 30 years. Accordingly, the lease period came to an end on 30.08.1992. It is claimed that the petitioner had made a request for renewal of the lease period and a note was put up for approval of the Board for extension of lease from 31.08.1992 for a further period of 30 years. The Board of the respondent approved the extension for a period of 30 years.

(iii) The petitioner sought for re-determination of the lease rentals prescribed by the Bangalore Development Authority as per its request dated 15.09.2011. The petitioner also sought for additional land which was adjacent to the earlier allotted land. On 07.05.2012, a letter was addressed by the



respondent to the BBMP informing that the petitioner did not execute a renewed lease agreement. On 04.09.2012, a letter was addressed by the Deputy Secretary of the respondent informing the petitioner to pay the lease amount determined as per the Circular dated 13.01.2012. In response to the said letter, the petitioner represented before the Hon'ble Chief Minister on 21.09.2012 for reduction of the lease amount demanded in the letter dated 04.09.2012. The petitioner also addressed a letter dated 29.09.2012 seeking for reduction of the lease amount demanded. Again on 03.01.2013, the petitioner requested the Hon'ble Chief Minister for reduction of the lease amount demanded. Based on the representations of the petitioner, a letter was addressed by the Office of the Hon'ble Chief Minister to the respondent. Pursuant thereto, the respondent addressed a letter to the Principal Secretary on 07.02.2013, requesting that the lease amount as demanded be maintained. Later again on 27.05.2020, the petitioner addressed a letter to the respondent for clarification regarding the determination of the lease amount. It is therefore contended that the petitioner was aware from the year 2012 about the lease amounts demanded by the respondent. It is



therefore contended that the petitioner is not entitled for any relief at the hands of this Court as it is bound to pay the lease rentals as per the Circular, quoted supra.

5. The learned counsel for the respondent reiterated the above contentions and submitted that the demand of lease rentals is just and proper and does not call for any interference by this Court.

6. I have considered the submissions of the learned Senior counsel for the petitioner as well as the learned counsel for the respondent.

7. The petitioner has not contested the reduction of the lease period from 99 years to 30 years and therefore, the lease of the civic amenity site granted to the petitioner in the year 1962 came to an end in the year 1992. The petitioner made a formal request for extension of the lease agreement and the respondent has resolved to extend the lease for a further period of 30 years, commencing from 30.08.1992 to 31.08.2022. However, the respondent has claimed the lease



rentals not at rates that prevailed as on 30.08.1992, but as per the Circular bearing No. Comm / Aa.Sa / Na.Sou.Ni.Pa.Dara / 863 / 2012-13 dated 13.01.2012. This obviously is an arbitrary act on the part of the respondent, as the lease itself was renewed not from 13.01.2012, but from 30.08.1992. Consequently, the rates of lease rentals must have been calculated as per the rates that were prevalent on 30.08.1992. In that view of the matter, the impugned demand made by the respondent in so far as petitioner is concerned, is liable to be set at nought on this short ground alone.

8. Consequently, this petition is **allowed**. The impugned demand notice bearing No.ಬೆಂಗಳೂರು/ಎಆರ್/ಸಿಎ/10/2020-21 dated 18.05.2020 issued by the respondent, demanding a sum of Rs.14,91,48,729/- towards the lease rentals in respect of a civic amenity site leased to the petitioner, is quashed. The respondent is directed to raise a fresh demand based on rates that were prevalent as on 30.08.1992 and make a fresh demand upon the petitioner.



9. It is needless to mention that if the petitioner has not paid any lease rentals from the year 1992 till date, it will be bound to pay interest at such rates as may be determined by the respondent from 30.08.1992 till the date of payment.

**Sd/-**  
**(R. NATARAJ)**  
**JUDGE**