



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO. 8540 OF 2021 (GM-RES)

C/W

WRIT PETITION NO. 9018 OF 2022 (GM-RES)

IN WP No. 8540/2021

BETWEEN:

SRI. M. MAHADEV
S/O B MADAIAH,
AGED ABOUT 60 YEARS,
R/AT ALLGUDU VILLAGE POST,
T NARASIPURA TALUK,
MYSORE DISTRICT-571124

...PETITIONER

(BY SRI. CHRISTOPHER NOEL A., ADVOCATE)

AND:

1. STATE OF KARNATAKA
SECRETARY TO ANIMAL HUSBANDRY
AND FISHERY DEPARTMENT,
AMBEDKAR VEEDHI,
M.S. BUILDING,
BANGALORE - 560 001
2. THE DIRECTOR OF FISHERY
3RD FLOOR, PODIUM BLOCK,
VISHVESHWARAIK KENDRA,
DR AMBEDKAR VEEDHI,
BANGALORE - 560 001
3. ASSISTANT DIRECTOR OF FISHERY GRADE-II
T NARASIPURA, TALUK AND POST,
MYSORE DISTRICT - 571 124

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by
SHARADAVANI
B
Location: High
Court of
Karnataka



NC: 2026:KHC:35093
WP No. 8540 of 2021
C/W WP No. 9018 of 2022

...RESPONDENTS
(BY SRI. MAHANTESH SHETTAR, AGA FOR R1 TO R3)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING FOR QUASHING THE DEMAND NOTICE DATED 03.04.2021 BY R3 TO DEPOSIT THE LEASE AMOUNT AT ANNEXURE-A DIRECTING THE RESPONDENTS TO EXTEND THE TIME FOR PAYMENT OF LEASE AMOUNT ONCE, GRANT AN INTERIM ORDER TO STAY THE DEMAND DATED 03.04.2021 AT ANNEXURE-A.

IN WP NO. 9018/2022

BETWEEN:

SRI. M. MAHADEV
S/O B. MADIAH,
AGED ABOUT 60 YEARS,
R/AT ALLGUDU VILLAGE POST,
T. NARASIPURA TALUK,
MYSORE DISTRICT - 571 124.

...PETITIONER

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MYSORE DISTRICT - 571 124.

...RESPONDENTS

(BY SRI. MAHANTESH SHETTAR, AGA FOR R1 TO R3)

THIS W.P. IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE DEMAND NOTICE/LETTER DATED 13.4.2022 PASSED BY R-3 TO DEPOSIT THE LEASE AMOUNT BEFORE 30.4.2021 IS AT ANNEXURE-A IN THE ABOVE W.P. DIRECT THE RESPONDENTS TO EXTEND THE LEASE PERIOD BY ONE YEAR AS DONE IN OTHER CASES AS PER ANENXURE-J TOT J2 AND ETC.

THESE PETITIONS, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

COMMON ORAL ORDER

Common petitioner in these two writ petitions is before this Court being aggrieved by the demand raised by the respondent-authorities for payment of the lease amount in respect of fishing rights.

2. Case of the petitioner is that he was a successful bidder in respect of the fishing tank called as Aaluguduherikare at T.Narasipura Taluk, Mysuru District. The respondent No.2 had issued an order dated 27.10.2018, granting fishing rights to the petitioner for a



period of 5 years from 2018-19 to 2022-23. The lease amount required to be paid by the petitioner for all the 5 years was fixed as under:

1. For the year 2018-19 - Rs. 7,20,000/-,
2. For the year 2019-20 - Rs. 7,56,000/-,
3. For the year 2020-21 - Rs. 7,93,800/-,
4. For the year 2021-22 - Rs. 8,33,490/- , and
5. For the year 2022-23 - Rs. 8,75,165/-

3. That the petitioner managed to continue the lease investing his own funds, purchasing fish seeds from time to time, developed and maintained the tank to the optimum level, despite natural odds and calamities. That the respondent No.3 demanded the lease amount through the demand notices for the years 2018-19, 2019-20 and 2020-21, 2021-22 and 2022-23 as noted above.

4. That for the year 2020, the time for payment of lease amount was extended from 30.04.2020 to 30.06.2020 in view of COVID-19 pandemic. Petitioner had



paid the lease amount for the said years promptly and regularly without any delay.

5. That the State Government, noticing the ongoing second wave of COVID-19 pandemic had imposed several restrictions, which had adversely impacted the petitioner as there was no demand for the fish and all fish markets had closed. Notwithstanding these compelling circumstances, respondent No. 3 had raised the demand notice, calling upon the petitioner to pay the lease amount for the year 2021-22 and fixed the last date for payment as 30.04.2021, without even realising the difficulty being faced by the petitioner in not being able to catch the fish and sell. This had caused petitioner in defaulting to make payment of the lease amount for the said year.

6. It is the further case of the petitioner that he had to move around the villages to find the fishermen to harvest the fish and in the process, he was to encounter the police who was lathi charging everyone, this has added



to his difficulties. Under these circumstances, petitioner became due and liable to make the fishing lease amount on and after the year 2021-22. Inability of the petitioner to pay the lease amount led to respondents prohibiting him from having access to the fishing tank. Being aggrieved, petitioner approached this Court by way of the above writ petitions.

7. In the meanwhile, the respondent-authorities have now granted the fishing lease to a third party, thereby depriving all/any opportunity for the petitioner to harvest the fish which he had raised.

8. Learned counsel for the petitioner submits that under these circumstances, it has become virtually impossible for the petitioner to pay the lease amount from 2021-22 onwards. That the respondent-authorities, unmindful of these facts, have caused issuance of another demand notice as per Annexure-L calling upon the petitioner to pay an aggregate sum of Rs.15,00,282/-.



9. Learned counsel for the petitioner further submits that though the petitioner is entitled for his full term of 5 years of lease, which he could not utilize in view of the reasons beyond his reasonable control, in view of intervening circumstances of respondent-authorities already having granted fishing lease to third party, purpose of the petitioner would be served if a direction is issued by respondent-authorities to exempt the petitioner from paying sum of Rs.15,00,282/- as demanded in the Memorandum dated 01.01.2026 produced at Annexure-L.

10. Per contra, learned AGA submitted that a special concession was given to the persons as that of the petitioner, who had faced difficulty during COVID-19 period. That apart, in terms of the Government Order dated 07.06.2021, the concession in payment of the lease amount to an extent of 25% has also been granted besides extending the period for payment by one year and also by extending the fishing rights by one more year.



Thus, he submits that respondent-authorities have given all possible concessions which the petitioner could have been entitled to.

11. Heard the learned counsel for the parties and perused the records.

12. The impact of COVID-19 Pandemic on the lives of people across the globe need not be emphasized. Fishing trade as the one at hand is not an exception. Undisputed facts are that the petitioner was granted lease of fishing rights for 5 years from 2018-19 to 2022-23. It is also not in dispute that he had paid the lease amount promptly for initial 3 years and had defaulted in making the payment only on and after 2021-22. One cannot be oblivious of the reasons for a person like petitioner not being able to pay the lease amount.

13. No doubt, as pointed out by learned AGA, Government had indeed given concession in paying the



lease amount and had extended the lease period, but, theoretically, though it sounds acceptable, but one has to be presented with the practical ground realities. Livestock as that of fishing has a different dimension both in rearing and the market dynamics. Therefore, petitioner has made out a case of his inability to make the payment of lease amount for the year 2021- 22 and 2022-23. This is for the reason that his *bona fides* can be made out, as he has paid the initial lease amount even when he was not able to harvest the fish.

14. There is considerable force in the submission of learned counsel for the petitioner though 5 years lease was granted such that investment cost could be recovered only in the last part of the lease period and that it is this crucial last part of the lease period which the petitioner seems to have not been able to reap the benefit of his efforts and it is this period, for which the respondent-authorities are insisting to make the payment.



15. In the circumstances, though the respondent-authorities have granted concession in the nature of exemption of 25% lease period in terms of the Government Order dated 07.06.2021, under the peculiar facts situation of this matter as noted above, this Court deems it appropriate to direct the concerned authority to reconsider the case of the petitioner.

16. Petitioner is therefore directed to make a representation to the respondent-authorities, who shall pass orders keeping in mind the observation made herein above and communicate the order to the petitioner within an outer limit of 60 days from the date of receipt of copy of this order.

17. At this juncture, learned counsel for the petitioner also point out that petitioner not being able to pay the fishing lease amount, has resulted in respondent-authorities blacklisting him.



18. Needless to state, blacklisting has a stigma and impact the social and economic life of a person. That could be case resorted in the case of deliberate and wanton negligence on the part of a party. A case of this nature, in the considered view of this Court would not fall within the category to be classified as a blacklist. Respondent-authorities shall also keep this in mind in passing appropriate orders.

Ordered accordingly and writ petitions stand ***disposed of.***

Sd/-
(M.G.S. KAMAL)
JUDGE

BSV
List No.: 1 Sl No.: 12