



CNR: KAHC010194352023

NC: 2026:KHC:41988
WP No. 8861 of 2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 8861 OF 2023 (BDA)

BETWEEN:

SRI. G.L. GUNASHEKAR
S/O M.G. LAKSHMAN
AGED ABOUT 70 YEARS
R/AT NO.90, NEW NO.14
2ND CROSS, MICHEAL PLYAM
NEW THIPPASANDRA POST
BANGALORE-560075

...PETITIONER

(BY SRI. M.N. SATHYA RAJ, ADVOCATE)

AND:

THE COMMISSIONER
BANGALORE DEVELOPMENT AUTHORITY
SANKEY ROAD, BANGALORE-560020

...RESPONDENT

(BY SRI. SACHIN B.S., ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE LETTER CANCELLING THE ALLOTMENT OF THE SITE DATED 07.03.2023 PRODUCED AT ANNEXURE-J AND DIRECT THE RESPONDENT TO PAY THE COSTS OF THIS PETITION.

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



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ORAL ORDER

The petitioner has challenged a letter bearing No.ಬೆಂಗಳೂರುಉಕ್ಕ-2:207:2022-23 dated 07.03.2023 issued by the respondent, cancelling the allotment of the site.

2. (i) The petitioner contends that he was allotted a site bearing No.B2-SI-2818 in 'Nadaprabhu Kempegowda Layout', measuring 9 x 12 meters, in terms of a letter of allotment dated 21.12.2016 at an allotment price of Rs.23,25,002/-. He paid the initial deposit of Rs.1,16,300/- on 06.01.2017. The petitioner claims that in view of Rule 13(1A) of the Bangalore Development Authority (Allotment of Site) Rules, 1984, he was required to deposit the balance amount within three years. He contends that he paid 50% of the amount before December 2019. However, due to age-related ailments, he was unable to pay the balance amount. The petitioner contends that a letter was addressed by the respondent on 23.12.2021 stating that after the entire amount is paid, the site allotted in his favour would be identified and that a correct dimension report would be furnished to the Commissioner. Petitioner claims that he deposited the entire amount and was



awaiting eagerly for execution of a lease-cum-sale agreement and placing him in possession of the allotted site. However, he received a letter dated 07.03.2023, cancelling the allotment of the site on the ground that he had not paid the balance allotment price as per the allotment rules.

(ii) The petitioner is therefore before this Court challenging the letter bearing No.ಬೆಂಗಳೂರು-2:207:2022-23, dated 07.03.2023.

3. The learned counsel for the petitioner submits that the respondent had addressed a letter dated 23.12.2021 stating that after the entire balance allotment price is paid, the site would be allotted to the petitioner and an exact measurement report would be procured and placed before the Commissioner. He contends that the petitioner has paid up the entire allotment price as on 04.03.2021 and therefore, the respondent is bound to conclude the allotment by executing a deed of conveyance.

4. The learned counsel for the respondent on the other hand contended that the petitioner was required to deposit the



allotment price within three years from the date of the allotment and if the petitioner failed to deposit, the allotment was liable to be cancelled. He contends that the petitioner did not deposit the amount within three years as contemplated but has done it so in installments upto the year 2021. Therefore, he contends that there is no justification to sustain the allotment in favour of the petitioner and in that circumstance, the respondent has issued the impugned letter of cancellation.

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

6. The acquisition of land for formation of 'Nadaprabhu Kempegowda Layout' attained finality in the year 2024 by the disposal of W.A.No.1783/2014 and connected appeals. Therefore, the respondent itself was not sure about the fate of the acquisition. It is no doubt true that the site in question was allotted to the petitioner on 21.12.2016 and ideally, the petitioner must have deposited the allotment price within three years from the date of allotment. The petitioner claims that he has deposited a large portion of the allotment price and later by



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04.03.2021, he has deposited the entire amount. It appears from the letter dated 23.12.2021 addressed by the Commissioner of the respondent to the Executive Engineer that the correct dimension report of the site bearing No.B2-SI-2818 was not available. Therefore, it is evident that even the respondent was clueless about the location of the site allotted to the petitioner. The State Government had issued a Circular dated 30.05.2024 in terms of which, a defaulting allottee of a site in 'Nadaprabhu Kempegowda Layout' was given an one-time opportunity to pay up the entire balance allotment price along with interest at 12% per annum from the date the amount became due to the respective dates when the portions thereof were paid. In view of the aforesaid, the petitioner having deposited the entire allotment price, the impugned letter of cancellation warrants interference.

7. Accordingly, the writ petition is **allowed**. The impugned letter bearing No.ಬೆಂಗಳೂರು-2:207:2022-23, dated 07.03.2023 issued by the respondent is quashed. The respondent is directed to execute a lease-cum-sale agreement in favour of the petitioner and place the petitioner in possession



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of the allotted site. The respondent shall also take measures to issue a correct dimension certificate and also execute a deed of conveyance after the petitioner complies with the terms of allotment. This shall be done within a period of three months from the date of receipt of a copy of this Order.

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

PMR
List No.: 1 Sl No.: 41