



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF JANUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE S SUNIL DUTT YADAV

WRIT PETITION NO. 10024 OF 2025 (LA-BDA)

BETWEEN:

M/S OBEL DEVELOPERS PRIVATE LTD.,
A COMPANY INCORPORATED UNDER
THE INDIAN COMPANIES ACT, 1956
REGISTERED OFFICE AT NO.A-403
SAI SRI FORTUNE HOMES
MALLAPPA LAYOUT, BABUSA PALYA
BANGALORE 560 043
REPRESENTED BY ITS
MANAGING DIRECTOR
O. REDDEPPA REDDY.

...PETITIONER

(BY SRI. VIVEKANANDA T P., ADVOCATE)

AND:

1. THE COMMISSIONER
BANGALORE DEVELOPMENT AUTHORITY
T. CHOWDAIAH ROAD
KUMARA PARK WEST
BANGALORE - 560 020.
2. THE SPECIAL LAND ACQUISITION OFFICER
BANGALORE DEVELOPMENT AUTHORITY
T. CHOWDAIAH ROAD
KUMARA PARK WEST
BANGALORE - 560 020.
3. DHYUVABERA DEVELOPERS (P) LTD.,
HAVING ITS OFFICE AT NO.1135
1ST FLOOR, MIG 2ND STAGE
16TH 'B' CROSS, NEAR YELAHANKA

Digitally signed
by VIDYA G R
Location:
HIGH COURT
OF
KARNATAKA



NEW TOWN BUS STAND
YELAHANKA NEW TOWN
BANGALORE - 560 064
REPRESENTED BY ITS M.D.
MR. N. V. GOWDA
A COMPANY REGISTER UNDER
THE COMPANIES ACT, 1956.

...RESPONDENTS

(BY SRI. KARTHIKEYAN B S., ADVOCATE FOR R1 & R2;
SRI. RAMAPRASAD REDDY, ADVOCATE FOR R3)

THIS WP IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECTION TO RESPONDENTS NO.1 AND 2 TO CONSIDER THE REPRESENTATION DATED 25.01.2025 AT ANNEXURE -J AND TO ACT IN TERMS OF THE DEMAND MADE IN THE LEGAL NOTICE DATED 21.02.2025 AT ANNEXURE-K VIZ., TO ALLOT 63 PERCENT OF THE DEVELOPED SITES IN FAVOUR OF THE PETITIONER AND 37 PERCENT OF THE DEVELOPED SITES IN FAVOUR OF THE RESPONDENT NO.3 AS COMPENSATION FOR ACQUISITION OF LAND MEASURING 1 ACRE 35 GUNTAS IN SY.NO.109/1 (OLD), SY.NO.109/6 (NEW) SITUATED AT AVALAHALLI VILLAGE, YELAHANKA HOBLI, BANGALORE NORTH TALUK AND ETC.,

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

CORAM: HON'BLE MR. JUSTICE S SUNIL DUTT YADAV

ORAL ORDER

The present petition was filed seeking for issuance of writ of mandamus to the respondent Nos.1 and 2 to consider the representation at Annexure-'J' and to act in terms of the demand made in the legal notice at Annexure-'K' dated 21.02.2025 which refers to the request



of petitioner to allot 63% of the developed sites in favour of petitioner and 33% developed sites in favour of respondent No.3, which would be compensation in respect of the acquired land.

2. During the pendency of the petition, the petitioner and the respondent No.3 have filed the Compromise Petition invoking Order 23 Rule 3 of C.P.C. The contents of the Compromise Petition reads as follows:-

**"Memorandum of Compromise Petition under
Order 23 Rule 3 of the Code of Civil
Procedure, 1908**

The petitioner and the respondent No.3 respectfully submit as follows:-

1. The respondent No.3 was the absolute owner of land measuring 1 acre 35 guntas in Sy.No.109/1 (Old Sy.No.109/6) situated at Avalahalli Village, Yelahanka Hobli, Bangalore North Taluk.

2. The petitioner and the respondent No.3 have entered into a Joint Development agreement dated 11.04.2018 for construction of multistoried residential apartment in the aforementioned land and agreed to share the super-built up area in the ratio of 63:37 i.e., 63% for the petitioner and 37% to the third respondent. In addition to the Joint Development Agreement, the third respondent has also executed a registered General Power of Attorney dated 11.04.2018.



3. When the things stood thus, the aforementioned land has been notified and acquired by the respondent No.1 (BDA) for the purpose of formation of Dr.Shiivaram Karanth Layout. Since there was no consensus between the petitioner and the third respondent to share the compensation payable in respect of the aforementioned land either in terms of the cash compensation or in terms of developed sites resulted in the petitioner filing the present writ petition. This Hon'ble Court passed an interim order on 04.04.2025 directing the BDA not to precipitate the matter with regard to the developed sites in favour of respondent No.3.

4. During the pendency of the above writ petition, the second respondent has issued a notice dated 08.10.2025 under section of 12(2) of the Land Acquisition Act offering a Rs.10,19,93,509/- in respect of the total extent of 6 acres 13 guntas in Sy.No.109/1 or in the alternative offered allotment of 60612 Sq.ft. of developed sites i.e., 9583 Sq.ft. per acre in respect of entire extent of 6 acres 13 guntas. In respect of 1 acre 35 guntas which is the subject matter of the above writ petition, the total eligible extent of the sital area is 17968 Sq.ft.

5. During the pendency of the above writ petition, the petitioner and the third respondent have sorted out the dispute and came to consensus with regard to sharing of developed sites that would be allotted by the BDA in lieu of cash compensation. Accordingly, the present Compromise Petition is being filed with following terms:

- i) The petitioner is entitled for 40% of the developed sites (7200 Sq.ft.) that would be allotted by the BDA in respect of the acquisition of the subject land. Similarly, the respondent No.3 is entitled for allotment of 60% of the developed sites (10768 Sq.ft.).



ii) The petitioner has no objection for allotment and execution of registered sale deeds in respect of 60% of the sites (10768 sq. ft.) in favour of the third respondent. Similarly, the third respondent has no objection for allotment and execution of Absolute sale Deed in favour of the petitioner in respect of 40% of the developed sites (7200 Sq.ft.).

iii) The petitioner and the third respondent shall bear the stamp duty and registration charges in respect of the sites allotted in their names respectively.

iv) In view of this compromise, the rights and liabilities of the petitioner and the third respondent under the Joint Development agreement and GPA dated 11.04.2018 ceased to exist and comes to an end.

PRAYER

WHEREFORE, the petitioner and the respondent No.3 respectfully pray that this Hon'ble Court may be pleased to dispose of the above writ petition in terms of this Compromise Petition by directing the BDA to allot the developed sites in favour of the petitioner and the third respondent in terms of this compromise, in the interest of justice and equity."

3. Learned counsel appearing for the parties to the compromise submit that, in view of the said compromise, the compensation that is due from the Bangalore Development Authority (BDA) as regards the developed



land ought to be distributed *interse* in terms of the compromise.

4. The petitioner and the respondent No.3 are present before the Court. They state that they have accepted the terms of Compromise and upon query, state that they have understood the terms of Compromise Petition.

5. It must be noticed that this settlement *interse* is final insofar as the petitioner and respondent No.3 is concerned. It is open for the petitioner and respondent No.3 to place the settlement herein before the respondent BDA insofar as their request for conveying of developed land in lieu of cash compensation for the land acquired.

6. Though this settlement is *interse* between the petitioner and the respondent No.3, if the same is submitted to the BDA, the respondent BDA may take note of the sharing as between the petitioner and the respondent No.3 in terms of the Compromise Petition filed



before this Court. However, it is made clear that, it is for the respondent BDA to look into the entitlement of the parties and take appropriate decision insofar as the request is concerned.

7. Needless to state that the question of sharing of developed land between the petitioner and the respondent No.3 and the proportion as laid out in the Compromise Petition is taken to have attained finality and cannot be reopened either at their end or the BDA cannot go beyond the *interse* settlement between the petitioner and the respondent No.3.

8. The petitioner and the respondent No.3 to place before the respondent BDA the settlement as entered into and recorded by this Court and thereafter the request of the petitioner to be considered by the BDA in terms of their entitlement. Further, the respondent BDA to endeavour to consider the request within a period not later



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than three months. If there is any delay, it is needless to state that the parties are at liberty to approach this Court.

9. Further, it is needless to state that the time period fixed would commence from the date when formally the respondent BDA starts allotting the developed land to the land owners in terms of their policy.

Accordingly, the petition is ***disposed of*** in terms of the compromise petition.

Sd/-
(S SUNIL DUTT YADAV)
JUDGE

VGR