

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF JUNE, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

MISCELLANEOUS FIRST APPEAL NO.3138 OF 2024 (LAC)
C/W.

MISCELLANEOUS FIRST APPEAL NO.2902 OF 2024 (LAC)

MISCELLANEOUS FIRST APPEAL NO.3038 OF 2024 (LAC)

MISCELLANEOUS FIRST APPEAL NO.3116 OF 2024 (LAC)

IN MFA NO.3138/2024:

BETWEEN:

1 . DR. KIRAN K. V.

S/O VENKATAPPA K. V.

AGED ABOUT 53 YEARS

2 . DR. SHILPA KIRAN

W/O DR. KIRAN. K. V.

AGED ABOUT 49 YEARS

BOTH RESIDING AT NO.89

2ND CROSS, PHASE-I

CLASSIC ORCHARDS LAYOUT

KALENA AGRAHARA

BANNERGHATTA ROAD

BENGALURU-560 076

...APPELLANTS

(BY SRI. RADHANANDAN B.S., ADV.)

Digitally
signed by
RAKSHA
Location
High Court
of Karnataka

AND:

- 1 . THE SPECIAL LAND ACQUISITION OFFICER-2
METRO
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
1ST FLOOR, MAHARSHI ARAVIND BHAVAN
NRUPATUNGA ROAD
BENGALURU-560 010
- 2 . STATE OF KARNATAKA
REPRESENTED BY ITS PRINCIPAL SECRETARY
BENGALURU SOUTH TALUK
KANDAYA BHAVAN
K.G. ROAD
BENGALURU-560 009
- 3 . BENGALURU METRO RAIL CORPORATION LTD.,
(BMRCL), KARNATAKA INDUSTRIAL AREAS DEVELOPMENT
BOARD

...RESPONDENTS

(BY SRI. CHANDRASHEKAR P.V, ADV, FOR R1;
SMT. SAVITHRAMMA, AGA, FOR R2;
SRI. N.N.HARISH, ADV, FOR R3)

THIS MFA IS FILED U/S.54(1) OF THE LAND ACQUISITION
ACT, 1894, PRAYING TO MODIFY THE JUDGMENT AND AWARD
DATED 27.01.2024 PASSED IN LAC NO.102/2022 ON THE FILE
OF THE II ADDITIONAL CITY CIVIL AND SESSIONS JUDGE,
BENGALURU CITY, BENGALURU (CCH-17), BY DIRECTING THE

RESPONDENTS NO.1 AND 3 TO PAY, JOINTLY AND SEVERALLY,
THE INTEREST AMOUNT DUE TOTALLY AMOUNTING TO
RS.1,39,02,871/- WHICH WAS DENIED BY THE TRIAL COURT.

IN MFA NO.2902/2024:

BETWEEN:

- 1 . DR. KIRAN K. V.
S/O. VENKATAPPA K. V.
AGED ABOUT 53 YEARS,
- 2 . DR. SHILPA KIRAN
W/O DR. KIRAN. K. V.
AGED ABOUT 49 YEARS,

BOTH ARE RESIDING AT NO.89,
2ND CROSS, PHASE-I,
CLASSIC ORCHARDS LAYOUT,
KALENA AGRAHARA,
BANNERGHATTA ROAD,
BENGALURU-560 076.

...APPELLANTS

(BY SRI. RADHANANDAN B. S., ADV.)

AND:

- 1 . THE SPECIAL LAND ACQUISITION OFFICER-2
METRO
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

1ST FLOOR, MAHARSHI ARAVIND BHAVAN
NRUPATUNGA ROAD
BENGALURU-560 010

2 . STATE OF KARNATAKA
REPRESENTED BY ITS PRINCIPAL SECRETARY
BENGALURU SOUTH TALUK
KANDAYA BHAVAN
K.G. ROAD
BENGALURU-560 009

3 . BENGALURU METRO RAIL CORPORATION LTD.
(BMRCL), 3RD FLOOR
BMTCL COMPLEX
K.H. ROAD, SHANTHI NAGAR
BENGALURU-560 027
REPRESENTED BY ITS MANAGING DIRECTOR.

...RESPONDENTS

(BY SRI. CHANDRASHEKAR P. V, ADV, FOR R1;
SMT. SAVITHRAMMA, AGA, FOR R2;
SRI. N.N.HARISH, ADV. FOR R3)

THIS MFA IS FILED U/S.54(1) OF THE LAND ACQUISITION
ACT, 1894, PRAYING TO MODIFY THE JUDGMENT AND AWARD
DATED 27.01.2024 PASSED IN LAC NO.107/2022 ON THE FILE
OF THE II ADDITIONAL CITY CIVIL AND SESSIONS JUDGE,
BENGALURU CITY, BENGALURU, (CCH NO.17) BY DIRECTING
RESPONDENTS NO.1 AND 3 TO PAY, JOINTLY AND SEVERALLY,

THE INTEREST AMOUNT DUE TOTALLY AMOUNTING TO
RS.1,39,02,871/- WHICH WAS DENIED BY THE TRIAL COURT.

MFA NO.3038/2024:

BETWEEN:

1 . DR. KIRAN K. V.
S/O. VENKATAPPA K. V.
AGED ABOUT 53 YEARS

2 . DR. SHILPA KIRAN
W/O DR. KIRAN. K. V.
AGED ABOUT 49 YEARS

BOTH ARE RESIDING AT NO.89
2ND CROSS, PHASE-I
CLASSIC ORCHARDS LAYOUT
KALENA AGRAHARA
BANNERGHATTA ROAD
BENGALURU-560 076.

...APPELLANTS

(BY SRI. RADHANANDAN B. S, ADV.)

AND:

1 . THE SPECIAL LAND ACQUISITION OFFICER-2
METRO
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
1ST FLOOR, MAHARSHI ARAVIND BHAVAN
NRUPATUNGA ROAD
BENGALURU-560 010

2 . STATE OF KARNATAKA
 REPRESENTED BY ITS PRINCIPAL SECRETARY
 BENGALURU SOUTH TALUK
 KANDAYA BHAVAN
 K.G. ROAD
 BENGALURU-560 009

3 . BENGALURU METRO RAIL CORPORATION LTD.
 (BMRCL), 3RD FLOOR,
 BMTC COMPLEX, K.H. ROAD
 SHANTHI NAGAR
 BENGALURU-560 027
 REPRESENTED BY ITS MANAGING DIRECTOR.

...RESPONDENTS

(BY SRI. CHANDRASHEKAR P. V, ADV, FOR R1;
 SMT. SAVITHRAMMA, AGA, FOR R2;
 SRI. N.N.HARISH, ADV, FOR R3)

THIS MFA IS FILED U/S.54(1) OF THE LAND ACQUISITION ACT, 1894, PRAYING TO MODIFY THE JUDGMENT AND AWARD DATED 27.01.2024 PASSED IN LAC NO.115/2022 ON THE FILE OF THE II ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU, CCH-17 BY DIRECTING RESPONDENTS NO.1 AND 3 TO PAY, JOINTLY AND SEVERALLY, THE INTEREST AMOUNT DUE TOTALLY AMOUNTING TO RS.1,39,02,871/- WHICH WAS DENIED BY THE TRIAL COURT.

IN MFA NO.3116/2024:**BETWEEN:**

1 . DR. KIRAN K. V.

S/O VENKATAPPA K. V.

AGED ABOUT 53 YEARS

2 . DR. SHILPA KIRAN

W/O DR. KIRAN K. V.

AGED ABOUT 49 YEARS

BOTH ARE RESIDING AT NO.89

2ND CROSS, PHASE-I

CLASSIC ORCHARDS LAYOUT

KALENA AGRAHARA

BANNERGHATTA ROAD

BENGALURU-560 076

...APPELLANTS

(BY SRI. RADHANANDAN B. S, ADV.)

AND:

1 . THE SEPCIAL LAND ACQUISITON OFFICER-2

METRO

KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

1ST FLOOR, MAHARSHI ARAVIND BHAVAN

NRUPATUNGA ROAD

BENGALURU-560 010

2 . STATE OF KARNATAKA

REPRESENTED BY ITS PRINCIPAL SECRETARY

BENGALURU SOUTH TALUK

KANDAYA BHAVAN
K.G. ROAD
BENGALURU-560 009

3 . BENGALURU METRO RAIL CORPORATION LTD
(BMRCL)
KARNATAKA INDUSTRIAL AREAS AND DEVELOPMENT
BOARD

...RESPONDENTS

(BY SRI. CHANDRASHEKAR P. V, ADV, FOR R1;
SMT. SAVITHRAMMA, AGA, FOR R2;
SRI. N.N.HARISH, ADV, FOR R3)

THIS MFA IS FILED U/S 54(1) OF THE LAND ACQUISITION ACT, 1894, PRAYING TO MODIFY THE JUDGMENT AND AWARD DATED 27.01.2024 PASSED IN LAC.NO.125/2022 ON THE FILE OF THE II ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU CITY, BENGALURU (CCH NO. 17) BY DIRECTING RESPONDENTS NO.1 AND 3 TO PAY, JOINTLY AND SEVERALLY, THE INTEREST AMOUNT DUE TOTALLY AMOUNTING TO RS.1,39,02,871/- WHICH WAS DENIED BY THE TRIAL COURT.

THESE MISCELLANEOUS FIRST APPEALS HAVING BEEN HEARD AND RESERVED FOR JUDGMENT ON 27.03.2026 AND COMING ON FOR PRONOUNCEMENT OF JUDGMENT THIS DAY, ANU SIVARAMAN J., PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
HON'BLE MS. JUSTICE TARA VITASTA GANJU

CAV JUDGMENT**(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)**

MFA No.3138/2024, MFA No.2902/2024, MFA No.3038/2024 and MFA No.3116/2024 are filed against the Judgment and Award dated 27.01.2024 passed by the II Additional City Civil and Sessions Judge, at Bangalore (C.C.H.No.17) ('Reference Court' for short) praying to direct respondents No.1 and 3 to pay jointly and severally the interest amount due totally amounting to Rs.1,39,02,871/-.

2. We have heard Shri. Radhanandan B.S., learned counsel appearing for the appellants, Shri. P. V. Chandrashekar, learned counsel appearing for respondent No.1 - Karnataka Industrial Areas Development Board ('KIADB'), Smt. Savithramma, learned Additional Government Advocate, appearing for respondent No.2 - State, Shri. N.N.Harish, learned counsel appearing for respondent No.3-Bangalore Metro Rail Corporation Limited ('BMRCL').

3. The appellants submit that they are the absolute owners of four residential house site properties bearing Sites No.19, 20, 25 and 26, each measuring East to West 40 ft. and North to South 30 ft., formed in Sy.No.87/2 of Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk ('Scheduled Properties' for short), which were acquired for the benefit of BMRCL. The Preliminary Notification was issued on 08.10.2015, the Final Notification was issued on 22.02.2018 and possession was taken on 22.03.2018. On 27.07.2018, BMRCL issued a Package Compensation of Rs.1,48,35,073/- per site (inclusive of solatium and other statutory benefits) for payment under Section 29(2) of the Karnataka Industrial Areas Development Act, 1966 ('KIAD Act' for short).

4. However, on account of a pending title dispute concerning the Scheduled Properties, payment of compensation by agreement under Section 29(2) of the KIAD Act was not concluded. The KIADB on 30.11.2018 passed a General Award of Rs.48,93,678/- per site under Section 29(3) of the KIAD Act read with the relevant provisions of the Land Acquisition Act, 1894. The appellants

challenged the said Award in W.P.No.57160/2018 before this Court, originally seeking compensation under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 ('2013 Act' for short). By Memo dated 12.12.2022, the appellants sought substitution of the Package Compensation in place of the General Award. By Order dated 12.12.2022 passed in W.P.No.57160/2018, the General Award was substituted by the Package Compensation of Rs.1,48,35,073/-, while recording the appellants' submission that they would not claim "enhancement of the package compensation with interest (if any on such enhanced compensation amount)".

5. The KIADB had earlier deposited Rs.39,14,942/- on 12.09.2022 towards the General Award. The balance of Rs.1,09,20,131/- was directed to be deposited within four weeks (on or before 09.01.2023). However, the KIADB failed to comply. A further direction was issued by this Court vide order dated 05.07.2024 granting four weeks from the date of issuance of the Order, and the KIADB once again failed to comply.

6. In the meantime, by Final Award dated 27.01.2024 in LACs No.102/2022, 107/2022, 115/2022 and 125/2022, the Reference Court declared the appellants are the absolute owners of the Scheduled Properties and held them entitled to the Package Compensation. The Reference Court also noted the Special Land Acquisition Officer (SLAO)-KIADB's failure to deposit the differential amount within the time stipulated by this Court and directed payment of interest on the undeposited balance amount at the rate prescribed by the RBI for Fixed Deposits in Nationalised Banks, from the expiry of the period fixed in W.P.No.57160/2018 till realisation. It was only thereafter, on 15.03.2025, that the KIADB deposited Rs.79,53,116/- against the balance of Rs.1,09,20,131/-. Aggrieved by the interest awarded by the Reference Court and by the non-compliance with the directions of this Court in W.P.No.57160/2018, the appellants are in appeal.

7. The learned counsel appearing for the appellants contended that the adjacent land losers under the same Notification in LAC No.75/2022, pertaining to a neighbouring

Real Estate Developer under the very same notification, KIADB promptly deposited Rs.62,00,00,000/- within three months by complying with the directions in W.P.No.17936/2019 and connected matters. Further, the Division Bench of this Court in ***Karnataka Industrial Areas Development Board, by its Secretary and another v. Nagarajappa and others*** reported in ***ILR 2013 KAR 2631***, while disposing a batch of writ appeals, held that withholding the consent award amount though received by the beneficiary amounts to serious illegality, and awarded interest at the rate of 15% per annum from the date of the consent award.

8. It is further contended that the appellants are entitled to statutory interest under Section 80 of the 2013 Act at the rate of 9% per annum for one year from the date of possession and 15% per annum thereafter till realisation, as held by the Apex Court in ***Gurpreet Singh v. Union of India*** reported in ***(2006) 8 SCC 457***. The amount has remained unpaid since January 2023 till February 2026 which is for a period of more than three years from the date

of the Final Order, and nearly eight years from possession. The appellants were also constrained to clear loans by paying Bank Interest amounting to around Rs.50,00,000/.

9. It is further submitted that the conduct of KIADB in withholding the amount, despite repeated directions of this Court, amounts to unjust enrichment. Where the entire compensation is not deposited, the deposits made are first apportioned towards interest and the balance towards the principal.

10. The learned counsel appearing for the appellants places reliance on the following judgments:-

- ***Special Land Acquisition Officer v. Puttaiah & Others* reported in (1995) 5 SCC 577;**
- ***Akkayamma, since dead by her LRs, v. Deputy Commissioner & Others* by Order dated 12.04.2022 passed in W.P.No.46860/2018 (LA-KIADB);**
- ***Bangalore Metro Rail Corporation Limited v. M/s. Sri Balaji Corporate Services & Others* by Order dated 27.09.2023 passed in W.A.No.890/2022 and connected matters (LA-KIADB);**
- ***Dr. K.V.Kiran & another. v. Karnataka Industrial Area Development Authority & Others*, by Order**

dated 12.12.2022 passed in W.P.No.57160/2018 (LA-KIADB);

- ***The Special Land Acquisition Officer-2, Metro, Karnataka Industrial Areas Development Board v. Sridhar Hegde, by order dated 15.03.2024 passed in LAC No.71/2022 c/w. LAC No.99/2022;***
- ***The Special Land Acquisition Officer-2, Metro, Karnataka Industrial Areas Development Board v. Subba Reddy P.V, by order dated 15.03.2024 passed in LAC No.104/2022 c/w. LAC No.106/2022;***
- ***Karnataka Industrial Area Development Board & another v. Akkayamma, since dead by her LRs, by order dated 12.09.2022 passed in W.A.No.596/2022(LA-KIADB);***
- ***IVO Agnelo Santimano Fernandes & Others v. State of Goa & another, reported in (2011) 11 SCC 506;***
- ***Totes S/o Kotrappa Mudagal v. State of Karnataka & others, by order dated 6.12.2012 passed in W.A.No.30951/2012 (LA-KIADB);***
- ***The Special Land Acquisition Officer-2, Karnataka Industrial Areas Development Board v. S.C.Gokarna & Others, by order dated 18.09.2025 passed in MFA No.7804/2023 (LAC) and connected cases; and***
- ***Krapa Rangiah v. Special Deputy Collector, Land Acquisition, reported in (1982) 2 SCC 374.***

11. The learned counsel appearing for respondent No.1, on the other hand, contended that Section 29(2) of the KIAD Act contemplates payment of compensation by agreement. Section 29(3) of the KIAD Act comes into play only when payment by agreement under Section 29(2) of the KIAD Act is not possible. The provisions regarding payment of interest and other statutory benefits are not applicable to compensation paid by agreement under Section 29(2) of the KIAD Act.

12. It is further contended that the package compensation offered by BMRCL was under Section 29(2) of the KIAD Act, contemplating payment by agreement in full and final settlement, inclusive of all components. The appellants cautiously filed a memo expressing willingness to accept the package compensation. It is neither an "award" under the Land Acquisition Act, 1894 or 2013 Act, nor a "consent award" under Section 11(2) of the Land Acquisition Act, 1894.

13. It is further contended that owing to the title dispute, a General Award was initially passed under Section

29(3) read with Section 30 of the KIAD Act and the relevant provisions of the Land Acquisition Act, 1894. In W.P.No.57160/2018, the appellants originally sought compensation under the 2013 Act. By Memo dated 12.12.2022, the appellants sought conversion of the proceedings from Section 29(3) to Section 29(2) of the KIAD Act and BMRCL agreed. Accordingly, this Court quashed the General Award under Section 29(3) of the KIAD Act and substituted it with the package compensation under Section 29(2) of the KIAD Act. It is further contended that in the said Memo, the appellants did not seek interest under neither Land Acquisition Act, 1894 nor 2013 Act.

14. It is further contended that the order in W.P. No.57160/2018 directs payment of accrued interest only and not statutory interest. Therefore, the appellants may at best be entitled to 'accrued interest', i.e., bank rate of interest on the undeposited package compensation, but not statutory interest under Section 34/Section 80 of the 2013 Act.

15. By seeking interest under Section 34 of the 2013 Act from 22.03.2018, the appellants are retracting from

their consent to accept the package compensation. The Civil Court rightly awarded interest only on the undeposited amount (in lieu of accrued interest) and rejected statutory interest. The package compensation could not be paid to the appellants in 2018 owing to the title dispute, for which BMRCL/KIADB are not responsible. Consequently, BMRCL/KIADB cannot be burdened with the liability of paying any interest. Even assuming interest is payable, it can be claimed only from four weeks of the order of the learned Single Judge, and not earlier. In the absence of any direction in the writ petition or any contract, the appellants are not entitled to claim interest.

16. We have considered the contentions advanced. We notice that the beneficiary of the acquisition, the BMRCL had offered the package compensation to the claimants and had also required the claimants to accept the said compensation. It was only on account of the dispute with regard to the title and ownership of the property that the appellants could not claim the package compensation. By the Final Award dated 27.01.2024 in LAC No.102/2022 and

connected cases, the Reference Court clearly declared that the appellants are the absolute owners of the scheduled properties and held them entitled to the package compensation in terms of the Order dated 12.12.2022 in W.P.No.57160/2018. However, the Special Land Acquisition Officer - KIADB did not deposit the differential amount. It was therefore ordered that interest on the undeposited balance amounts shall be paid for the period from the date as directed by this Court in W.P.No.57160/2018 till realisation.

17. It is not in dispute that the BMRCL had offered the package compensation which is inclusive of solatium interest and had made the amounts available to the KIADB. However, the amount was neither deposited nor paid by the KIADB. This Court in ***Nagarajappa's case*** (supra), held that where the beneficiary had made the deposit of the package compensation and the acquisition was duly completed, the land losers would be entitled to the compensation, in accordance with law. This Court directed the payment of

compensation with interest at 15% per annum from the date of taking possession to the date of payment.

18. In ***Akkayamma's*** case (supra), the Division Bench of this Court had directed payment of interest at the rate of 9% per annum as package compensation which remained unpaid from the date of taking possession till the date of payment. In ***IVO Agnelo Santimano Fernandes'*** case (supra), the Apex Court clearly held that the liability to pay interest on compensation for land acquired subsists until the amount is paid to the owner or deposited in Court. It was further held that the liability to pay interest ceases on the date on which deposit into Court is made.

19. Further, in ***MFA No.7804/2023 and connected cases***, this Court placing reliance on ***Akkayamma's*** case (supra), had directed the payment of interest on the balance package compensation at the rate of 9% per annum from the date of taking physical possession till the date of deposit of the package compensation. Though the learned counsel appearing for the KIADB submits that the KIADB did not pay the balance of package compensation awarded only because

of the pendency of the title dispute with regard to the lands in question, there is absolutely no explanation as to why the amount covered by the package compensation was not deposited in Court at the relevant time. It is an admitted fact that the deposit was made in part by the KIADB only on 15.03.2025 and still, further amounts remain unpaid in each of these cases.

20. Having considered the contentions advanced on either side, we are of the opinion that in view of the fact that the beneficiary had made the deposit of the package compensation to the KIADB well within time and since the KIADB had deposited only the amount covered by the general award in the year 2022, they cannot be heard to contend that the land losers are not entitled to interest on the package compensation. Though it is true that the title dispute was pending with regard to the acquired lands, it is specifically in such circumstances that the acquiring authority is empowered to make the deposit of the compensation arrived at in Court. In the instant case, apart from depositing a portion of the amount covered by the

General Award dated 30.11.2018 on 12.09.2022, the KIADB took no steps to make the deposit of the balance of the package compensation.

21. It is an admitted fact that the Preliminary Notification was issued on 08.10.2015, Final Notification on 22.02.2018 and possession was taken on 22.03.2018. The package compensation was arrived at by the BMRCL on 27.07.2018. However, even as on today, the amount covered by the package compensation has not been paid or deposited in full. This is in spite of the order of this Court dated 12.12.2022 in W.P.No.57160/2018 substituting the package compensation for the general award compensation and directing the deposit of the balance amount covered by the package compensation within four weeks.

22. The operative portion of the order of this Court in Writ Petition No.57160/2018 reads as follows:-

" (i) The petition is hereby disposed of in terms of the aforesaid Memo dated 12.12.2022 filed on behalf of the petitioners.

(ii) The impugned General Award Notices at Annexures-R, S, T and U respectively, all dated

30.11.2018 passed by the 2nd respondent – SLAO, KIADB are hereby set aside and substituted by the package compensation offered by the BMRCL.

- (iii) The Reference Court, before whom the reference proceedings are pending pursuant to the order dated 07.02.2022 passed by this Court in W.P.No.25877/2017 & connected matters is directed to dispose of the aforesaid reference proceedings within a period of six months from the date of receipt of a copy of this order.*
- (iv) The entire package compensation offered by the BMRCL shall be deposited by the KIADB before the Reference Court within a period of four weeks from the date of receipt of a copy of this order.*
- (v) In the event, the KIADB has already deposited any amount before the Reference court as on date, the KIADB shall deposit the balance package compensation offered by the BMRCL within a period of four weeks from the date of receipt of a copy of this order.*
- (vi) The Reference Court is directed to invest the amount deposited by the KIADB in any Nationalised Bank.*
- (vii) It is directed that in the event, the petitioners succeed before the Reference Court, the Reference Court shall release / disburse the entire package compensation amount together with accrued interest in favour of the petitioner.*

- (viii) However, it is made clear that in the event, the petitioners are not successful before the Reference court, the amounts so deposited by the KIADB shall be refunded back to the KIADB by the Reference Court.*
- (ix) The submission of the petitioners that in the event they succeed before the Reference Court, they shall not seek any enhancement of the package compensation with interest offered by the BMRCL is placed on record."*

23. It is true that the appellants' submission that they would not claim enhancement of the package compensation with interest, if any, on such enhanced compensation was recorded by this Court. This is specifically on condition that the package compensation would be deposited within the time provided by this Court, that is, within four weeks from 12.12.2022, which time limit would expire on 09.01.2023. Admittedly, possession was taken on 22.03.2018 and the appellants herein have been found to be the absolute owners of the properties and are held entitled to the package compensation awarded by the BMRCL.

24. The BMRCL had made the payment through the KIADB as early as in 2018. Therefore, there is absolutely no

reason or explanation for the KIADB to not have deposited the amount covered by the package compensation in full before the Court at least within the time as provided by this Court in W.P.No.51760/2018.

25. In the above circumstances, we are of the opinion that the land losers in these cases are also entitled to interest on the amount of compensation payable to them at the rate of 9% per annum from the date of taking possession of the property till the date of payment. The amounts already paid or deposited shall be given credit to while calculating the amounts so payable.

26. In the result:-

- (i) The appeals are ***allowed in part.***
- (ii) The appellants are held entitled to interest at the rate of 9% per annum from the date of taking possession of the properties till the date of actual deposit of the total package compensation.
- (iii) The amounts already paid or deposited shall be taken into account for calculating the amounts payable to the appellants.

- (iv) The amounts due shall be calculated and paid by the KIADB within 2 months, failing which the appellants are free to execute this Decree in accordance with law.

There will be no order as to costs.

All pending interlocutory applications shall stand *disposed of*.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

cp*