



CNR: KAHC010310862021

NC: 2026:KHC:39350
WP No. 7641 of 2022

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 7641 OF 2022 (LA-KIADB)

BETWEEN:

B.R. CHANNAKESHAHA @ CHENNAKESHVARA
PROPRIETOR
M/S C.K. FABRICATORS
NO.7, 1ST 'A' CROSS
KHB COLONY, 5TH BLOCK
KORAMANGALA
BENGALURU-560095

...PETITIONER

(BY SRI. M.S. RAJENDRA, ADVOCATE)

AND:

1. STATE OF KARNATAKA
BY ITS SECRETARY
COMMERCE AND INDUSTRIES,
VIDHANA SOUDHA
AMBEDKAR VEEDHI
BANGALORE - 560001

AMENDED VIDE ORDER
DATED 28.07.2026.
2. KARNATAKA INDUSTRIAL AREA DEVELOPMENT BOARD
REPRESENTED BY EXECUTIVE ENGINEER-2
MAHARISHI ARAVIND BHAVAN
NO.14/3, 2ND FLOOR
NRUPATHUNGA ROAD
BENGALURU - 560001

AMENDED VIDE ORDER
DATED 28.07.2026.

Digitally
signed by
HEMALATHA J
Location:
HIGH COURT
OF
KARNATAKA



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3. CHIEF EXECUTIVE OFFICER AND EXECUTIVE MEMBER
KARNATAKA INDUSTRIAL AREA DEVELOPMENT BOARD
NO.49, 4TH AND 5TH FLOOR
EAST WING, KHANIJA BHAVAN
RACE COURSE ROAD
BENGALURU - 560001

...RESPONDENTS

(BY SMT. POOJA M. KOORSE, HIGH COURT GOVERNMENT PLEADER
FOR RESPONDENT NO.1;

SRI. P.V.CHANDRASHEKAR, ADVOCATE FOR RESPONDENT NOS.2
AND 3)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE
CONSTITUTION OF INDIA PRAYING TO DIRECT THE RESPONDENT
BOARD TO CONVEY BELOW MENTIONED PROPERTY IN FAVOUR OF
THE PETITIONER BASED ON THE REPRESENTATION DATED
21.07.2020 VIDE ANNEXURE-A AS ALREADY 14 OTHER PERSONS IN
THE ADJACENT LAND HAVE BEEN CONVEYED INDUSTRIAL SITES IN
THEIR FAVOUR UNDER THE CATEGORY OF LAND LOSERS.

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

CORAM: HON'BLE MR. JUSTICE R. NATARAJ

ORAL ORDER

The petitioner has sought for a writ in the nature of
mandamus to direct the respondents to consider his
representation dated 21.07.2020 and convey the land in Sy.
No.488/2 situate at Jigani Hobli, Anekal Taluk, Bengaluru Rural
District measuring 30 guntas to the petitioner.



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2. (i) The petitioner contends that he is the owner of land bearing Sy.No.488/2 of Jigani Village, Jigani Hobli, Anekal Taluk, Bengaluru Rural District, measuring 02 acres. He contends that in the year 1998, respondent No.1 acquired an extent of 30 guntas of land out of the aforesaid land for the formation of an industrial area for the benefit of respondent No.2. Thereafter, an award notice was issued to the petitioner in respect of 30 guntas of land and an award was also passed. Thereafter, the petitioner approached the respondents for allotment of an equivalent extent of 30 guntas of developed industrial land in his favour so that he could utilise the same for industrial purpose. Accordingly, a plot was allotted to him on 04.03.2010. Thereafter, a possession certificate was issued to the petitioner on 05.03.2010. Following this, a lease-cum-sale agreement was executed on 21.04.2010.

(ii) The petitioner claims that he has obtained electricity connection and has also sunk a borewell in the land. He also filed an application seeking extension of time for the establishment of the industrial unit, and the same was favourably considered by respondent No.2. When things stood



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thus, he came to know that the owners of adjacent land in Sy. No.489/P of Jigani Village, Jigani Industrial II Phase, who had also lost their land in terms of the same notification, were conveyed the lands by respondent No.2 pursuant to the resolution dated 24.11.2014. The petitioner therefore approached the respondents seeking the same benefit by submitting a representation. The petitioner claims that the said representation is not considered and therefore seeks for a direction.

3. The learned counsel for the petitioner submits that the petitioner is entitled to be treated like other land losers who had lost their land and who were granted the benefit of retaining the land so lost. He therefore contends that the petitioner is also entitled to retain 30 guntas of land in Sy.No. 488/2 of Jigani Village, Jigani Hobli, Anekal Taluk without any strings attached.

4. Learned counsel for respondent No.2 submits that the petitioner is an allottee of an industrial site and is therefore bound by the terms and conditions set out in the lease-cum-sale agreement as well as in the letter of allotment. He



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contends that the petitioner cannot rely upon the resolution dated 24.11.2014 after having accepted the allotment. He therefore contends that the petitioner is not entitled to seek any indulgence from this Court.

5. I have considered the submissions of the learned counsel for the petitioner as well as the learned counsel for the respondent No.2.

6. The petitioner being the owner of land in Sy. No.488/2 of Jigani Village, Jigani Hobli, Anekal Taluk made a request before the respondent No.2 to consider re-conveying the property acquired in Sy.No.488/2 of Jigani village, Jigani Hobli, Anekal Taluk. Although, the respondent No.2 allotted the said extent to the petitioner, in respect of which a lease-cum-sale agreement was executed, if similarly placed persons were granted the benefit of retaining the land, there is no reason why the said benefit should not be extended to the petitioner and why the lease-cum-sale agreement should not be treated as a reconveyance in favour of the petitioner.



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7. In that view of the matter, this writ petition is ***disposed off***. Respondent No.2 is directed to consider the representation of the petitioner dated 21.07.2020, in the light of the resolution dated 24.11.2014 passed by the respondent No.2 and pass appropriate orders within a period of two months from the date of receipt of a copy of this order.

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

HJ
List No.: 1 Sl No.: 32