



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

WRIT APPEAL NO. 936 OF 2025 (BDA)

BETWEEN:

SRI. B. GANGADHARAIHA,
S/O. LATE BASAPPA,
AGED ABOUT 65 YEARS,
R/AT NO. EWS-192,
7TH CROSS, 5TH 'A' MAIN ROAD,
NEAR KALIKAMBA TEMPLE,
KENGARI STATELLITE TOWN,
BENGALURU - 560 060.

...APPELLANT

(BY SRI. KALEEMULLA SHARIFF, ADVOCATE)

AND:

1. BENGALURU DEVELOPMENT AUTHORITY,
KUMARA PARK WEST,
T. CHOWDAIAH ROAD,
BENGALURU - 560 020,
REPRESENTED BY ITS
COMMISSIONER.
2. THE DEPUTY SECRETARY - 3,
BENGALURU DEVELOPMENT AUTHORITY,
KUMARA PARK WEST,
T. CHOWDAIAH ROAD,
BENGALURU - 560 020.

...RESPONDENTS



THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE KARNATAKA HIGH COURT ACT, 1961, PRAYING TO CALL FOR RECORDS RELATING TO THE IMPUGNED ORDER DATED:10.10.2023 PASSED BY THE LEARNED SINGLE JUDGE IN WP No.25744/2022 (BDA) BY SETTING ASIDE THE IMPUGNED ORDER IN WP No.25744/2022 (BDA) DATED:10.10.2023 AS ARBITRARY AND UNSUSTAINABLE IN THE EYE OF LAW.

THIS APPEAL, COMING ON FOR PRELIMINARY HEARING, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE T.M.NADAF)

The unsuccessful petitioner is before us in this intra-Court appeal filed under Section 4 of the Karnataka High Court Act, 1961, assailing the order dated 10.10.2023 passed by the Writ Court in W.P.No.25744/2022.

2. The Writ Court under the impugned order, dismissed the Writ Petition with further directions. This



appeal is filed only with respect to dismissal of the Writ Petition.

3. Heard, Sri.Kaleemulla Shariff, learned counsel appearing for the appellant/ petitioner and learned Additional Government Advocate.

4. This appeal is listed for preliminary hearing. However, with the consent of both the parties, it is taken up for final disposal.

5. The claim of the petitioner before the Writ Court was that sites were allotted in favour of the original Allottees on 21.05.2009, culminating execution of Lease Cum Sale Agreements dated 13.07.2010 and 22.04.2010 and issuing possession certificates, however not executed sale deeds in their favour.

6. It is his further case that the original allottees on the basis of registered Lease-cum-Sale agreement and possession certificate executed sale deeds in respect of the sites by way of Registered Sale Deed dated 11.10.2010 in



his favour. The petitioner after sale deed, approached the Bruhat Bengaluru Mahanagara Palike¹, for change of katha which has been considered and katha transfer in his name. Thereafter, a representation was given to the Bangalore Development Authority². In response to the same, the BDA has issued endorsements dated 01.02.2021 as per Annexures-J and J1, agreeing to transfer the aforesaid sites in favour of the petitioner, subject to certain conditions imposed therein.

7. Thereafter, the petitioner approached the Writ Court contending that the BDA is not coming forward to execute the sale deed in order to complete the transaction, which has caused prejudice to the petitioner.

8. Upon notice, the respondent BDA appeared and submitted that the Sale of properties in favour of the petitioner by the original allottees is against the provisions, particularly Rule 13 and 14 of the Bangalore

¹ the BBMP, for short

² the BDA, for short



Development Authority (Allotment of Sites) Rules, 1984³, which came into force on 03.04.2005 with effect from 03.04.2005, any alienation of the site allotted by the BDA to the allottees in contravention of the terms of Lease Cum Sale Agreement are *non-est* in the eye of law and any person claiming such right under such transaction has no right. Further submitted that the endorsement issued are contrary to the provisions and accordingly, sought to dismiss the Writ Petition.

9. The Writ Court having found that the sale deeds which have been executed in favour of the petitioner dated 11.10.2010 are based on the Lease-Cum-Sale Agreements in favour of original allottees in respect of sites bearing No.325 and 325 are not sustainable in law as they are against the provisions stated supra as the petitioner cannot be placed in a better position than the original allottees who themselves have no right, title or interest over the said property. The Writ Court having perused the

³ Rules of 1984, for short



Lease-Cum-Sale Agreements, was of the opinion that what was granted in favour of original allottees is merely a leasehold rights and they would be entitled for execution of any deeds, much less, Sale Deed after expiry of 10 years, subject to conditions imposed therein.

10. Admittedly, the sale deeds were executed by the allottees in favour of the petitioner and it has no legs to stand in terms of law. In that view of the matter, the Writ Court dismissed the Writ Petition. However, directed the respondent - BDA to initiate action against the concerned officer who has issued Endorsements at Annexures-J and J1, which is completely contrary to the provisions referred to above prohibiting transaction of the nature involved in the matter. It is this order passed by the Writ Court is called in question in this appeal.

11. Sri.Kaleemulla Shariff, learned Senior counsel appearing for the appellant/ petitioner with all vehemence submits that the petitioner after the execution of



Registered Sale Deed, approached the BDA by means of representation along with all documents, such as, change of katha in BBMP, etc. The BDA after consideration of these documents, issued endorsements at Annexures-J and J1, agreeing to execute the sale deed, subject to certain conditions at Sl.Nos.1 to 5 in the said Annexures. The petitioner has paid entire amount as per Annexures-L and L1. The BDA issued endorsement now cannot go back and say that the petitioner is not having any right in the property and sought to allow the Writ Appeal, set-aside the order passed by the Writ Court and consequently, allow the Writ Petition, directing the BDA to execute proper conveyance deed in favour of the petitioner.

12. Learned AGA argued in support of the order passed by the Writ Court stating that the petitioner has no right to seek any relief in the eye of law as the document executed in his favour are *non-est* in view of provisions contained under the Rules of 1984.



13. Having considered the rival submissions, we have perused the entire Writ Appeal paper.

14. Admittedly, the persons who have sold the sites in favour of the petitioner are only the agreement holders and not absolute owners of the property by way of a concluded conveyance deed in their favour as per the Lease-Cum-Sale Agreements. They are entitled for execution of Sale Deed by the BDA only after completion of 10 years provided they comply other conditions stated therein.

15. Admittedly, these Lease-Cum-Sale agreements were executed in favour of the original allottees in respect of Sites No.324 and 325 vide Allotment Letters dated 21.02.2009 and Lease-Cum-Sale Agreements dated 13.07.2010 and 22.04.2010. Admittedly, the Sale Deeds executed by Smt.Aseena and Smt.Noorjan in favour of the petitioner by means of Sale Deed dated 11.10.2010 i.e., within a period of one year. In terms of Rule 13 and 14,



the persons who have conveyed the property themselves have no right, title or interest over the said properties. In that an eventuality, no right goes to the petitioner to seek any direction, merely on certain endorsements issued by certain Officers against the provisions of law. The Writ Court properly considered the case and dismissed the Writ Petition. Thus, issued direction to the BDA to take appropriate necessary action against the said officer who has issued such an endorsement against the provisions of law and the interest of the BDA. We find no infirmities in the order passed by the Writ Court. The Writ Appeal sans merit.

16. Apart from merits, the appeal is also required to be dismissed on the ground of delay of 573 days in preferring the appeal. We have perused the affidavit filed along with the application. Except vague contentions taken, nothing forthcoming as could be stated as plausible explanation for the delay caused. The only contention urged by learned counsel for the petitioner was that, due



to Covid-19 pandemic and lockdown, the petitioner had to leave Bengaluru and went to his native, as such he did not receive any letter issued by his advocate. This statement made in the affidavit and the argued of learned counsel, goes against the case of the petitioner. If really, the petitioner had gone to native due to Covid-19 Pandemic and lockdown, surprisingly the Writ Petition is filed in the year 2022. There is no explanation forthcoming as to who has filed the Writ Petition. The explanation offered are incongruent to the factual aspect involved in this case viz., petition filed in 2022 and as per the explanation offered and submission made, immediately after Covid-19 pandemic and lockdown, the petitioner went to his native. As such, he could not receive any letter issued by his counsel. This explanation offered and submitted proves fatal to the case of the petitioner. We find no plausible explanation offered in the affidavit accompanying the application. As the appeal is filed belatedly by 573 days, it is required to be dismissed on the ground of delay also.



Accordingly, the Writ Appeal is ***dismissed*** both on the ground of delay and laches and also on merit.

17. However, in the light of the observation made by the Writ Court at Paragraph No.11 of the order, action should be initiated against the Deputy Secretary – second respondent, who has issued Annexures-J and J1. The report of the said inquiry be intimated to this Court. The entire action be taken as expeditiously as possible as the order passed by the Writ Court was dated 10.10.2023 and we are in 2026.

18. In view of dismissal of the Writ Appeal, pending interlocutory applications, if any, stand disposed of.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

TKN
List No.: 1 Sl No.: 2
ct-vn