

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO.17181 OF 2023 (APMC)

BETWEEN:

THE KARNATAKA STATE CO-OPERATIVE
MARKETING FEDERATION LTD.,
NO.8, CUNNINGHAM ROAD,
BANGALORE-560 052,
REPRESENTED BY ITS
MANAGING DIRECTOR.
REGISTERED IN CO-OPERATIVE SOCIETIES ACT.

...PETITIONER

(BY SRI. JAYAKUMAR S. PATIL , SENIOR COUNSEL FOR
SRI. CHANDRAKANTH R. PATEL., ADVOCATE)

AND:

- 1 . THE STATE OF KARNATAKA
REPRESENTED BY ITS
SECRETARY TO THE
DEPARTMENT OF CO-OPERATION,
GOVERNMENT OF KARNATAKA,
BANGALORE-560 001.
- 2 . THE DIRECTOR
AGRICULTURAL PRODUCE MARKETING,
RAJ BHAVAN ROAD,
BANGALORE-560 001.
- 3 . THE AGRICULTURAL PRODUCE
MARKETING COMMITTEE
KOLAR DISTRICT,
KOLAR-563 101,
REPRESENTED BY ITS SECRETARY.

4 . THE DEPUTY COMMISSIONER
AND ADMINISTRATOR TO THE KOLAR APMC,
KOLAR DISTRICT,
KOLAR-563 101.

...RESPONDENTS

(BY SRI. MANJUNATH RAYAPPA, AGA FOR R1, R2 AND R4;
SRI. P.S. RAJAGOPAL., SENIOR COUNSEL FOR
SRI. JOSEPH ANILKUMAR A., ADVOCATE FOR R3)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO
QUASH THE IMPUGNED MEETING PROCEEDINGS OF R-3 AND 4
DATED 03.07.2023 VIDE ANNEX-ZE, THE IMPUGNED ORDER
NO.KRUMAAEE/ABEVE/MYAPRA/505/2005 DATED 06.07.2023
PASSED BY THE R-2 VIDE ANNEX-ZE1 AND THE IMPUGNED
ORDER NO.KRUUMASA.KO.215/2023-24 DATED 10.07.2023
PASSED BY THE R-3 VIDE ANNEX-ZF AND ETC.

THIS WRIT PETITION HAVING BEEN HEARD AND
RESERVED ON 19.08.2026 FOR ORDER COMING ON FOR
PRONOUNCEMENT THIS DAY, THIS COURT MADE THE
FOLLOWING:

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

CAV ORDER

1. Petitioner-Karnataka State Co-operative Marketing Federation Ltd., is before this Court seeking following reliefs:

- "I. Issue a writ in the nature of certiorari quashing the impugned meeting proceedings of Respondent No.3 and 4 dated 03.07.2023 in Annexure-ZE, the impugned order No.KruMaaEe/Abeve/Nyapra/505/2005 dated 06.07.2023 passed by the respondent No.2 in Annexure-ZE1 and the impugned order NO. KruUMaSa: Ko: 215/2023-24 dated 10.07.2023 passed by the Respondent No.3 in Annexure-ZF.*
- ii. Issue in Writ in the nature of mandamus directing to the Respondent No.2 and 3 to execute the sale deed as per condition No.27 of the lease-cum-sale agreement dated 25.04.2005 in Annexure-D and allow the petitioner Marketing Federation to develop the land in question to benefit the local farmers.*
- iii. Such order direction or order or writ as may deem fit to this Hon'ble Court may kindly be issued, in the interest of justice and equity."*

2. Case of the petitioner-Society in brief is;

- 2.1 That petitioner-Society was allotted 4 acres of vacant land in APMC Yard, Kolar on 13.03.1992 by respondent No.3-APMC. A revised Order dated 02.09.1992 was passed by respondent No.2 allotting 4 acres and 4 guntas of land in favour of the petitioner-Society without change in any conditions mentioned in the earlier Order dated 13.03.1992.

- 2.2 That allotment of the said land was for the purpose of construction of cold storage and petitioner had

established 2500 Metric Ton capacity of cold storage unit during the year 1994-95.

2.3 That subsequently petitioner-Society had made several representations to respondent No.2 calling upon them to execute and register deed of conveyance in respect of aforesaid land in its favour. However, the said requests were not considered.

2.4 That on 25.04.2005, Administrator had registered a lease-cum-sale agreement in favour of the petitioner. Pursuant to the said lease-cum-sale agreement on 18.02.2011, the Joint Director (Project) Agricultural Marketing Department, Bangalore approved and passed an order giving permission to the petitioner-Society to put up construction of shed on the land allotted.

2.5 That by letter dated 22.02.2012, President of APMC, Kolar had requested petitioner to return 2 acres of land out of 4 acres allotted for the purpose of establishment of Bio-gas unit.

2.6 That the petitioner-Society in its reply letter dated 28.03.2012, Karnataka State Co-operative Marketing

Federation Ltd., had stated that it had already constructed 1000 Metric Tons capacity of godown for storage of fertilizers and agricultural produce. As such, it required the land for its own purposes.

2.7 By another letter dated 07.07.2012, petitioner-Society had informed respondent No.2 that in addition to 2,500 metric tons capacity of cold storage and 1,000 metric tons of capacity of godown, the petitioner had proposed to construct 2,000 metric tons capacity of godown in the same premises and the project proposal had been sent to NCBC, New Delhi.

2.8 That the petitioner had already complied with the conditions stated in the original allotment letter and was intended to take up construction of godown on the said land.

2.9 That by a letter dated 09.04.2014, the concerned Ministry of Government of Karnataka had again called upon the petitioner-Society to return 2 acres of land to respondent No.3, out of 4 acres of land allotted to the petitioner-Society.

2.10 Respondent No.2 had passed an order dated 18.04.2013, stating that 2 acres of land, out of 4 acres of land was vacant and there was no program for developmental activities.

2.11 Petitioner challenged the said order by filing a writ petition in W.P.No.24143/2013. By Order dated 20.03.2015, this Court set-aside the said order and directed the parties to approach respondent No.2 by keeping open all the contentions.

2.12 That during the pendency of the said petition in W.P.No.24143/2013, respondent No.3 had issued a show cause notice dated 20.03.2015 to the petitioner-Society to show cause as to why, 2 acres of land should not be forfeited.

2.13 Respondent No.3, however further issued a notice dated 07.04.2015 calling upon the petitioner-Society to stop construction work on the remaining 2 acres of land, out of 4 acres within three days from the date of receipt of the notice.

2.14 That petitioner-Society issued a communication dated 25.04.2015 to respondent No.2 stating that there is huge demand for godown in APMC Yard, Kolar. As such, construction of godown of 2500 metric ton capacity on 2 acres of land was for the benefit of agriculturists and the societies.

2.15 That petitioner-Society issued two letters dated 25.04.2015 and 30.05.2015 to respondent No.3 seeking time to reply to the show cause notice dated 20.03.2015.

2.16 That by communication dated 24.06.2015, petitioner-Society sought permission of the respondent No.3 to put up construction of 2500 metric tons capacity of godown on the remaining 2 acres of land and requested not to cause obstruction in the construction work.

2.17 That on 08.07.2015, Board of respondent No.3 conducted emergency meeting by passing resolution permitting the petitioner to put up construction of 2,500 metric tons capacity of godown on the remaining 2 acres of land.

2.18 That by letters dated 22.06.2015, 29.07.2015 and 14.09.2015, petitioner sought permission from

respondent Nos.1 and 2 to put up construction of 2,500 metric tons of godown on the said remaining 2 acres of land.

2.19 However, by Order dated 30.09.2015, respondent No.1 proceeded to forfeit 2 acres of land from the petitioner.

2.20 That the petitioner-Society issued a letter dated 05.10.2015 to the Concerned Minister requesting seeking cancellation of Order of Forfeiture dated 30.09.2015 issued by respondent No.1.

2.21 This followed up by subsequent correspondence dated 13.10.2015 and 20.10.2015. Pursuant to which, respondent No.3 conducted emergency meeting on 11.11.2015 and passed the resolution permitting the petitioner to put up construction of 2,500 metric tons capacity godown on remaining 2 acres of land.

2.22 That the respondent No.1, in the meanwhile had issued a circular dated 01.08.2016, directing respondent No.3 to take possession of 2 acres of land from the petitioner and utilize the same for the benefit of respondent No.2.

2.23 That there is no 2 acres of vacant land available as claimed by respondent No.2. The land consists of transformer yard, borewell, electrical cable and is divided by high tension line.

2.24 Aggrieved by the orders dated 30.09.2015 and the circular dated 01.08.2016, petitioner preferred a writ petition in W.P.No.51354/2016 and interim order of stay was granted. That when the matter was pending and during COVID-19 pandemic situation, respondent No.3 written a letter dated 28.04.2021 to the petitioner-Society requesting to use road/land of the petitioner-Society to implement COVID-19 guidelines effectively.

2.25 By letter dated 29.04.2021, Deputy Commissioner, Kolar District had requested the petitioner-Society to utilise their land to implement COVID-19 guidelines.

2.26 That petitioner-Society by letter dated 05.05.2021 granted temporary permission to APMC, Kolar to use the said vacant land on a condition that same shall be returned after relaxation of COVID-19 restrictions.

2.27 Subsequent to COVID-19 pandemic petitioner issued letters dated 24.12.2021, 03.11.2022 and 30.05.2023 requesting the Deputy Commissioner, Kolar to remove the temporary illegal sets, put upon the land and to hand over the same as COVID-19 restrictions were relaxed.

2.28 Pursuant to which by communication dated 14.01.2022, Deputy Commissioner, Kolar issued a letter to respondent No.3-APMC directing to remove the temporary legal structures and to hand over the land to the petitioner.

2.29 In the meanwhile, the Commissioner, Department of Agriculture had written letter dated 07.01.2023 to the petitioner directing petitioner to store fertilizers under buffer stock scheme for the season 2022-2023.

2.30 By Order dated 01.03.2023, this Court allowed the writ petition in W.P.No.51354/2016 and directed respondent No.3-APMC to initiate appropriate action against the petitioner-Society.

2.31 Subsequent thereof, respondent No.3 issued notice dated 18.05.2023 to the petitioner stating that the forfeited 2 acres of land was allotted to respondent No.3.

2.32 That petitioner by communication dated 25.05.2023 sought time to file objection to the said notice dated 18.05.2023. A second notice dated 30.05.2023 was issued to the petitioner by respondent No.3 stating that the 2 acres of land was forfeited on account of violation of the condition No.3 of the Order dated 13.03.1992 and additional conditions imposed in the communication dated 23.02.2005.

2.33 That on 16.06.2023, petitioner filed a statement of objection stating that he did not violate condition No.3 of Order dated 13.03.1992 or the additional conditions imposed in communication dated 23.02.2005. The petitioner-Society also pointed out that in the lease-cum-sale agreement dated 25.04.2005, condition No.27 provided, the petitioner-Society to utilize full land within 3 years from the date of sale deed and if the land was not utilized within the said period, the Marketing Committee shall have absolute right to forfeit the said land.

2.34 That since no sale deed was executed in favour of the petitioner-Society, in terms of the condition No.27 of the

lease-cum-sale agreement under 25.04.2005, there was no question of any violation of the terms of allotment.

2.35 That the respondent No.3 was not ready to execute the sale deed in favour of the petitioner. On the other hand, it has obstructed in petitioner putting up the construction over the land.

2.36 That respondent No.3, thereafter issued a notice dated 19.06.2023 fixing the meeting on 23.06.2023 at 11.30 a.m., to discuss about the disputed land in question. In the said meeting, the Deputy Commissioner Kolar acting as Administrator had resolved to inspect the spot on 26.06.2023 and to identify the land in question.

2.37 Accordingly, on 26.06.2023, the Deputy Commissioner conducted the spot inspection and identified the land in question in the presence of petitioner and respondent No.3.

2.38 However on 03.07.2023, without notice to the petitioner-Society, the Deputy Commissioner and respondent Nos.3 and 4 had conducted meeting and passed an Order dated 06.07.2023 forfeiting the land in question.

2.39 Accordingly, an order of forfeiture dated 10.07.2023, has been passed in exercise of the power conferred under Section 9(2) of the Karnataka Agriculture Produce Marketing (Regulation and Development) Act, 1966 (hereinafter referred to as "the Act, 1966").

2.40 Being aggrieved, petitioner is before this court seeking quash of the aforesaid orders dated 03.07.2023, 06.07.2023 and 10.07.2023 and for direction to the respondent Nos.2 and 3 to execute sale deed in terms of condition No.27 of the lease-cum-sale agreement dated 25.04.2005.

3. Objection statement has been filed by respondent No.3, contending *inter-alia*:

3.1 That the petitioner-Society had earlier challenged the order of forfeiture in W.P.No.51354/2016, which was disposed of, reserving liberty to the respondents to initiate appropriate actions against the petitioner-Society for violation of Condition No.3 of Order dated 13.03.1992 passed by respondent No.1 and the additional condition imposed in Communication dated 23.02.2005 issued by respondent No.2.

- 3.2 That in compliance with said order respondent No.3 had issued notice dated 18.05.2023 and second notice dated 30.05.2023. It is after issuance of second notice petitioner had submitted untenable written statement on 16.06.2023, for the first time taking up the specific ground of non-execution of sale deed in terms of the condition No.27 of lease cum sale agreement.
- 3.3 That in furtherance thereof, respondent No.3 had issued a notice on 19.06.2023 calling upon the petitioner to attend the meeting scheduled on 23.06.2023 and a joint inspection was conducted. In which, the land was identified in the presence of the petitioner. It is only thereafter, resolution dated 03.07.2023 was passed, resulting in order dated 10.07.2023, forfeiting the land.
- 3.4 Admittedly, petitioner was allotted 4 acres and 4 guntas of land and has not put up any construction as per condition No.3 of letter of Allotment dated 13.03.1992.
- 3.5 That condition No.4 of lease-cum-sale agreement specifically provides that in case of non-compliance of Condition Nos.1 to 3, the allotment stands cancelled. As such, respondent No.3 had exercised his rights under

Section 9(2) of the Act, 1966 and passed the order after providing opportunity to petitioner.

3.6 That though the petitioner claimed to have constructed cold storage, the same is not functioning. The power supply to the said cold storage has been disconnected for many years. A letter in this regard has been issued by the BESCOM.

3.7 That even the godown claimed to have been put up by the petitioner-Society has become defunct as no activities are being carried on. Petitioner had obtained stockist license up-to year 2006 to 2007 from the Marketing Committee to store notified agricultural produce in the cold storage, which has also not been renewed.

3.8 That no documents are furnished by the petitioner showing its turnover, indicating any activities being carried on the said land. That there are 652 licensed traders, 344 Commission Agents and other market functionaries carrying on the business in the market. There is an increased demand for notified agriculture products year after year, which has led to congestion of

loading and unloading, trading and moving of the vehicles causing inconvenience to the market users.

3.9 The un-utilized 2 acres of land is required to cater to the said requirement. That in terms of the Karnataka Agricultural Produce Marketing (Regulation of Allotment of Property in Market Yards) Rules, 2004, (hereinafter referred to as "the Rules, 2004") which came into effect on 09.07.2004, two kinds of allotment are possible, one on lease-cum-sale basis, another on leave and license basis.

3.10 Allotment of land under lease-cum-sale basis is governed under Rule 10(ii) of the Rules, 2004. Rule 10(ii), provides for execution of lease-cum-sale agreement. Rule 10(vii) provides for execution of lease-cum-sale agreement after 10 years of the agreement not cancelled. As such, the Marketing Committee has no power to execute the sale deed directly without being lease-cum-sale agreement having spent its 10 years of period.

3.11 Reliance placed on to the condition No.27 is incorrect. Hence, sought for dismissal of the petition.

4. Sri. Jayakumar S. Patil, learned counsel appearing for Sri. Chandrakanth R. Patel, learned counsel for the petitioner-Society, reiterating the contents of the petition averments submitted;

4.1 That the impugned order forfeiting 2 acres of land out of 4 acres, has been passed in purported exercise of power under Section 9(2) of the Act, 1966.

4.2 That Section 9(2) of the Act, 1966 does not give such power to the respondents to forfeit the land. That Section 9(2) of the Act, 1966 does not confer any power on the respondent No.3-Marketing Committee as an independent power to forfeit an already allotted land or to resume the right of an allottee on an allegation of non-utilization.

4.3 Power to deal with, hold, lease and sell or transfer the property cannot be equated with power to impose drastic consequences of forfeiture on the existing allottee.

4.4 That in the absence of precise source of power and authority demonstrate compliance with requirement of such power, respondent-Authority cannot rely upon the provisions of Section 9(2) of the Act, 1966, enabling them

to forfeit the land which is not expressly conferred on them.

4.5 Power to possess and deal with property is different from power to forfeit the allotment already made. That if the respondent-Authority contend that forfeiture is permissible, they must establish precise statutory or contractual source of that power to satisfy the condition attached to it. If the source is allotment of condition or the lease cum sale agreement, respondents are bound to express the terms of the instrument and cannot invoke Section 9(2) of the Act, 1966 to enlarge the scope of the contractual power.

4.6 That Section 9(2) of the Act, 1966 cannot be used as a substitute for specific forfeiture provision and cannot be used to circumvent the limitation contained in lease cum sale agreement.

4.7 That even if the respondents seek to trace alleged forfeiting power to condition No.27 of the lease cum sale agreement dated 25.04.2005, condition necessary to invoke said clause has not been satisfied. Said conditions contemplate utilization of entire land within the stipulated

period from the date of execution of deed of sale and the deed of sale has never been executed.

4.8 As such, respondents cannot contend that contractual period commenced and expired, creating a default. Condition No.27 cannot be re-written by deleting the words relating to execution of deed of sale and substituting some other date as the commencement date. Contractual condition must be read as it stands.

4.9 That the petitioner himself had repeatedly sought for execution of deed of sale and authorities had directed execution of said deed of sale, failure to execute the deed of sale cannot be attributable to the petitioner.

4.10 That respondents having failed to perform their obligation of executing the sale cannot rely upon their failure to impose forfeiture on the petitioner.

4.11 That respondents cannot take advantage of their own wrong. Even assuming their existing contractual power of forfeiture, in the absence of foundational jurisdiction fact, such exercise cannot be established.

4.12 Non-utilization of land is baseless, as the respondent-authorities themselves had considered the proposal of the petitioner-Society for construction and had granted permission from time to time.

4.13 That Board of the respondent-APMC had also passed resolution permitting construction of 2,500 metric tons capacity of godown on the remaining 2 acres of land. The said documents are contemporaneous demonstrating the competent authorities themselves recognizing petitioner-Society's continuous entitlement and requirement to utilize the remaining land.

4.14 That respondents having accepted the proposal of petitioner-Society cannot contend to the contrary. That the portion of the land which is alleged to be vacant has been utilized by the petitioner for establishment of infrastructures including transformer facility, borewell electrical cables and High Tension lines and has been used as access, parking and sanctioned development of storage facilities.

4.15 That respondents were required to consider the actual physical and functional utilisation of the land, rather than

treating every portion upon which the building had not been completed as not utilized.

4.16 That petitioner-Society in their reply to the notice had raised the specific condition No.27 and non-execution of sale deed. Though inspection was conducted on 26.06.2023 and respondent proceeded with further deliberation on 03.07.2023, no opportunity was afforded to the petitioner.

4.17 That the material objections raised to the petitioner have not been addressed. Even assuming there was some deficiency or delay in development, the same cannot result in drastic consequences of forfeiting 2 acres of land after more than 3 decades of possession, which is disproportionate. Petitioner is a Co-operative institution catering to the requirement of general public.

4.18 Respondents cannot misread the liberty granted by this Court in the earlier writ petition. Such liberty cannot be used to dispense with the jurisdiction, natural justice and proper interpretation of lease cum sale agreement and consideration of petitioner's objection.

Contending as above, sought for allowing of the petition.

5. Sri. P. S. Rajagopal, learned Senior counsel appearing for the respondents submitted;

5.1 That the power of forfeiture in instant case is emanating from condition Nos.3, 4, 5 and 6 of letter of Allotment dated 13.03.1992, in terms of which, petitioner-Society was required to construct cold storage within 2 years, failing which, it was explicitly provided that the land allotted would be forfeited.

5.2 Referring to condition Nos.2, 3, 4, 17, 19, 20, 22, 23, 26 and 27 of the lease cum sale agreement dated 25.04.2005, submitted that conditions imposed in letter of Allotment requiring construction of cold storage has been reiterated in condition Nos.22, 23 and 26.

5.3 Referring to condition No.27, he submitted that the said conditions cannot be read in isolation to the conditions enumerating in the allotment letter and under condition Nos.22, 23 and 26.

5.4 That the order dated 13.02.2023 passed in W.P.No.51354/2016 and submitted that the Co-ordinate Bench of this Court at paragraph Nos.7, 8 and 9 of the said order had considered the power vested with the respondent-Marketing Committee to forfeit the land under Section 9(2) of the Act, 1966, subject to the approval of the Director of the respondent-Agricultural Committee.

5.5 That recognizing such power, the Co-ordinate Bench of this Court had directed respondent No.3 to initiate proceeding against the petitioner for violation of the condition No.3 of the order dated 13.03.1992 and the said order has attained finality. Therefore, it was not open for the petitioner-Society to question the forfeiture made by the respondent-Authorities under Section 9(2) of the Act, 1966.

5.6 That admittedly out of 4 acres of land allotted, only 2 acres of land has been utilized by the petitioner. That the land was allotted for the purpose of construction of cold storage. However, the petitioner-Society has sought to divert the utilization.

5.7 Referring to the reply notice issued by the respondents as per Annexure-ZD3 submitted that even according to the petitioner-Society they were unable to utilise the entire extent of land and that they had temporarily suspended the Cold storage facility as there was no demand.

5.8 That the decision to forfeit the land has preceded by issuance of two notices, joint spot inspection and only thereafter the impugned order has been passed and therefore, petitioner-Society cannot find fault with the exercise of power conferred. As such, seeks for dismissal of the petition.

6. He relied upon the judgment of the Apex Court in the case of ***Bharat Sher Singh Kalsia Vs. State of Bihar and Another***¹ to submit that the terms of the agreement are required to be read harmoniously and logically. That if there is a conflict between the earlier clauses or the later clauses, it is the earlier clauses that would prevail over the later clauses.

7. He further relied upon the judgment of the Apex Court in the case of ***Shiva Chander More and Others Vs.***

¹ ***AIR 2024 SC 1071***

Lieutenant Governor and Others² to submit that the petitioner-Society cannot raise the question of respondent-Committee not having power to forfeit under Section 9(2) of the Act, 1966, inasmuch as in the earlier writ petition the said question was considered and the matter was remitted to the respondent-Committee for fresh consideration. As such, the earlier order would operate as a constructive *res-judicata*.

8. Referring to the judgment of the Apex Court in the case of **ARCE Polymers Pvt. Ltd., Vs. Alphine Pharmaceuticals Pvt. Ltd., and others**³, he submitted that as a rule and judicial policy, Court shall not allow a litigant to take inconsistent position to gain advantage through aid of judicial proceedings.
9. That the petitioner who had admittedly not utilized 2 acres of land even after three decades of allotment cannot be allowed to approbate and reprobate and the case of the petitioner would suffer from principles of acquiescence and estoppel. In this regard, he relied upon

² (2014) 11 SCC 744

³ (2022) 2 SCC 221

the judgment of the Apex Court in the case of **Union of India and Others Vs. N. Murugesan and others**⁴.

10. Heard and perused the records.

11. Annexure-A to the writ petition is an allotment letter dated 13.03.1992, in terms of which, petitioner was allotted 4 acres and 4 guntas of land admittedly for the purpose of construction of a cold storage. The said letter of allotment with the conditions attached thereto, reads as under:

**" ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಕೃಷಿ ಮಾರಾಟ ಇಲಾಖೆ**

ಕೃಷಿ ಮಾರಾಟ ನಿರ್ದೇಶಕರ ಕಛೇರಿ,
ನಂ.16, 11ನೇ ರಾಜಭವನ ರಸ್ತೆ
ಪಿ.ಬಿ. ನಂ - 2309
ಬೆಂಗಳೂರು-560001.

ವಿಷಯ: ಕೃ.ಉ.ಮಾ.ಸ ಕೋಲಾರ-ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸಹಕಾರ ಮಾರಾಟ ಮಹಾ ಮಂಡಳಿ ನಿಯಮಿತ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಮಾರುಕಟ್ಟೆ ಪ್ರಾಂಗಣದಲ್ಲಿ 4 ಎಕರೆ ಜಮೀನನ್ನು ಶೀಘ್ರ ಗೃಹ ನಿರ್ಮಾಣ ಮಾರಾಟ ಮಾಡುವ ಕುರಿತು.

ಉಲ್ಲೇಖ : 1) ಈ ಕಛೇರಿಯ ಆದೇಶ ಸಂಖ್ಯೆ: ಕೃಮಾಇ:12:ಅಭಿಕೆ: 91, ದಿನಾಂಕ: 05.07.1991.

2) ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು ಕ.ರಾ.ಸ. ಮಾರಾಟ ಮಹಾ ಮಂಡಳಿ ನಿಯಮಿತ, ಬೆಂಗಳೂರು ಇವರ ಆರೆ ಸರ್ಕಾರಿ ಪತ್ರ ಸಂಖ್ಯೆ: ಎಂಡಿ:ಪಿಎ:196:91-92, ದಿನಾಂಕ: 03.03.1992.

3) ಜಂಟಿ ನಿರ್ದೇಶಕರು, ಕೃಷಿ ಮಾರಾಟ, ಬೆಂಗಳೂರು ವಿಭಾಗ ಬೆಂಗಳೂರು, ಇವರ ವರದಿ ದಿನಾಂಕ: 13-3-1992.

ಕೋಲಾರ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಪ್ರಾಂಗಣದಲ್ಲಿ, ಶೀಘ್ರ ಗೃಹ ನಿರ್ಮಾಣ ಮಾಡಲು ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸಹಕಾರ ಮಾರಾಟ ಮಹಾ ಮಂಡಳಿ, ನಿಯಮಿತ ಬೆಂಗಳೂರು ಇವರಿಗೆ ನೈರುತ್ಯ ಮತಾಲೆಯಲ್ಲಿ (ಸೌತ್‌ವೆಸ್ಟ್) 4 ಎಕರೆ ಜಮೀನನ್ನು ಪ್ರಾಂಗಣದ ನಕ್ಷೆಯಲ್ಲಿ ವಿವರವಾಗಿ ನೀಲಿ ಬಣ್ಣದಿಂದ ಗುರುತಿಸಿರುವ ಕಡೆಗೆ, ಹಾಗೂ ನದರಿ ಜಮೀನಿಗೆ ಹೋಗಿ ಬರಲು ಅನುಕೂಲವಾಗುವಂತೆ ದಕ್ಷಿಣ ಬದಿಯಲ್ಲಿ ಮಾಲೂರು ರಸ್ತೆಗೆ ಸೇರುವಂತೆ 40x110 ಅಡಿ ಜಮೀನನ್ನು ಒಂದು ಎಕರೆಗೆ ರೂ 20,000-00 ರಂತೆ ಈ ಕೆಳಕಂಡ ಷರತ್ತುಗಳೊಳಪಟ್ಟು ಮಾರಾಟ ಮಾಡಲು ಕರ್ನಾಟಕ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ (ನಿ) ಕಾಯಿದೆ 1966ರ ಪ್ರಕರಣ 9(2) ರಡಿಯಲ್ಲಿ ಅನುಮತಿ ನೀಡಲಾಗಿದೆ.

⁴ (2022) 2 SCC 25

1) ಸದರಿ ಸಕ್ಷೆಯಲ್ಲಿ ಗುರುತಿಸಿರುವ ಪ್ರಕಾರ 4 ಎಕರೆ ಜಮೀನು ಮತ್ತು ರಸ್ತೆ ನಿರ್ಮಿಸಲು 40X110 ಅಡಿ ಜಮೀನನ್ನು ಸದರಿ ಮಂಡಳಿಗೆ ಕೊಡುವ ಬಗ್ಗೆ ಸಮಿತಿಯು ಒಮ್ಮೆ ಸೂಕ್ತ ಕಾರಾವು ಪಾಸು ಮಾಡಬೇಕು.

2) ಸದರಿ ಜಮೀನನ್ನು ಯಾವ ಉದ್ದೇಶಕ್ಕಾಗಿ ನೀಡಲಾಗಿದೆಯೋ ಅದೇ ಉದ್ದೇಶಕ್ಕಾಗಿ ಉಪಯೋಗಿಸಬೇಕು. ಈ ಜಮೀನಿನ ಬೆಲೆಯನ್ನು ಯಾವುದೇ ಕಾರಣದಿಂದ ಭೂ ಸ್ವಾಧೀನ ಕಾಯಿದೆ ಅನ್ವಯ ಯಾವುದೇ ನ್ಯಾಯಾಲಯವು ಹೆಚ್ಚಿಸಿದಲ್ಲಿ ಆ ಹೆಚ್ಚಿನ ಬೆಲೆಯನ್ನು ಮಂಜೂರು ಮಾಡಿರುವ ಜಮೀನಿಗೆ ಸರಿ ಸಮಾನವಾಗಿ ಮಹಾಮಂಡಳೀಯವರೇ ಭರಿಸಬೇಕು ಮತ್ತು ಯಾವುದೇ ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳು, ಅಭಿವೃದ್ಧಿ ಖರ್ಚುಗಳನ್ನು ಮತ್ತು ಯಾವುದೇ ಕರಗಳನ್ನು ಹಾಕಿದಲ್ಲಿ ಅವರೇ ಭರಿಸಬೇಕು.

3) ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ಶೀಘ್ರ ಗೃಹವನ್ನು ಎರಡು ವರ್ಷದೊಳಗೆ ನಿರ್ಮಿಸಬೇಕು. ಈ ಅವಧಿಯೊಳಗೆ ಶೀಘ್ರ ಗೃಹ ನಿರ್ಮಿಸದಿದ್ದಲ್ಲಿ ಸದರಿ ಜಮೀನನ್ನು ಮುಟ್ಟುಗೋಲು ಹಾಕಿಕೊಳ್ಳಲು ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಯು ಸಂಪೂರ್ಣ ಅಧಿಕಾರ ಹೊಂದಿರುತ್ತದೆ.

4) ಒಂದು ವೇಳೆ ಸದರಿ ಮಂಡಳಿಯವರಿಗೆ ಮಂಜೂರು ಮಾಡಿರುವ ಜಮೀನು ಶೀಘ್ರ ಗೃಹ ನಿರ್ಮಿಸಲು ಬೇಕಾಗಿಲ್ಲವೆಂದು ತೀರ್ಮಾನ ತೆಗೆದುಕೊಂಡರೆ ಸದರಿ ಜಮೀನನ್ನು ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗೆ ಹಿಂತಿರುಗಿಸಬೇಕು.

5) ಸದರಿ ಜಮೀನನ್ನು ಬೇರೆ ಉದ್ದೇಶಗಳಿಗಾಗಿ ಲೀಸ್: ಮಾರಾಟ ಇತ್ಯಾದಿಗಳನ್ನು ಯಾವುದೇ ಕಾರಣಕ್ಕೂ ಮಾಡಕೂಡದು ಸದರಿ ಮಹಾ ಮಂಡಳಿಯವರು ತಮಿಳು ವ್ಯವಹಾರವನ್ನು ಸ್ವಾಂತರ ಮಾಡಿದ್ದಲ್ಲಿ ಜಮೀನು ಮತ್ತು ಅದರಲ್ಲಿ ನಿರ್ಮಿಸಿರಬಹುದಾದ ಕಟ್ಟಡಗಳ ಸಮೇತ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗೆ ಹಿಂತಿರುಗಿಸಬೇಕು. ಅವುಗಳನ್ನು ಯಾವುದೇ ಕಾರಣಕ್ಕಾಗಿ ಬೇರೆಯವರಿಗೆ ಮಾರಾಟ: ಲೀಸ್ ಮಾಡುವಂತಿಲ್ಲ.

6) ಈ ವಿಷಯದಲ್ಲಿ ಯಾವುದೇ ತಕರಾರು ಉದ್ಭವಿಸಿದಲ್ಲಿ ಕೃಷಿ ಮಾರಾಟ ನಿರ್ದೇಶಕರ ತೀರ್ಮಾನವೇ ಅಂತಿಮವಾಗಿರುವುದು.

7) ಮೇಲ್ಕಂಡ ಯಾವುದೇ ಒಂದು ಕರಾರುಗಳನ್ನು ಸದರಿ ಮಂಡಳಿಯವರು ಉಲ್ಲಂಘಿಸಿದಲ್ಲಿ ಮಂಜೂರು ಮಾಡಿರುವ ಜಮೀನನ್ನು ರದ್ದುಪಡಿಸಿ ಜಮೀನು ಹಾಗೂ ಕಟ್ಟಡಗಳನ್ನು ಮುಟ್ಟುಗೋಲು ಹಾಕಿಕೊಳ್ಳಲು ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಯು ಸಂಪೂರ್ಣ ಅಧಿಕಾರ ಹೊಂದಿರುತ್ತದೆ.

ಮೇಲಿನ ಎಲ್ಲಾ ಕರಾರುಗಳಿಗೆ ಕಾನೂನಿನ ಪ್ರಕಾರ ಲಿಖಿತ ಒಪ್ಪಂದ ಪಡೆದು ನಂತರ ಜಮೀನಿನ ಹಸ್ತಾಂತರಿಸಲು ಸಮಿತಿಗೆ ಆದೇಶ ನೀಡಲಾಗಿದೆ. ಭೂಮಿ ಉಪಯೋಗದ ಬಗ್ಗೆ ಪ್ರತಿ ತಿಂಗಳು ಪ್ರಗತಿ ವರದಿ ಸಲ್ಲಿಸಲು ಸಮಿತಿಗೆ ತಿಳಿಸಲಾಗಿದೆ.

ಈ ಕಛೇರಿಯ ಆದೇಶದ ಸಂಖ್ಯೆ ಕೈಮಾಣ: 12 : ಅಬಿತ್ : 91 ದಿನಾಂಕ: 5-7-1901 ನ್ನು ರದ್ದುಪಡಿಸಲಾಗಿದೆ.

ಸಹಿ- ಬಿ' ಈಶ್ವರಪ್ಪ
ನಿರ್ದೇಶಕರು."

12. Condition No.3 as noted above, specifically commands petitioner-Society to construct cold storage within two years from the date of allotment. It also specifically provides failure on the part of the petitioner-Society to comply with the said condition would result in forfeiture of

the land and such power is exclusively vested with the Marketing Committee.

13. Condition No.4, further indicate that if the petitioner decides not to put up the cold storage on the land allotted, it has to surrender the allotted land to the respondent-Marketing Committee.

14. Lease cum sale agreement, which has been executed on 25.04.2005, further provides for following condition Nos.2, 3, 4, 17, 18, 19, 21, 22, 23, 26 and 27, which reads as under:

- "2) *The site/land allotted infavour of the allottee is impartiable (non-divisible) under any or all circumstances and as such remains always intact. The allottee shall hereby undertake to commence and complete the construction of shop/shop-cum-godown on the site/land before the time prescribed hereinafter as per designs approved by the Market committee.*
- 3) *The allottee shall apply as early as possible within 1 month from the date of this agreement to the A.P.M.C. Kolar, to obtain sanctioned plari and licence for construction of the building on the site/land, and shall complete the construction within 1 year from the date of agreement or within the period extended by the committee.*
- 4) *On non-compliance with any of the clause Form No.1 to 3 above in its entirely or partially, the allotment of site/land to the allottee shall stand automatically cancelled and consequently the possession of the site/tand along with incomplete building shall also stand delivered to the market committee without any formalities in that behalf and without any consent of the defaulter allottee. The amount already paid to the market committee towards the cost of the site/land by the allottee shall also stand forfeited infavour of the market committee.*
- ...
- 17. *On the expiry of the ten years period mentioned in this agreement. If the lessee has performed all the conditions*

mentioned in this agreement and has committed no breach thereof the committee shall, at the end of the said period of ten years sell the site/land to the lessee and all the attendant expenses in connection with such Sales such as, Stamp duty, registration charges etc., shall be borne by the lessee.

- 18. The allottee will be liable for all damages caused to the building which amount will be recovered from him by the Committee as part of capital investment. The committee has the right to recover all costs of repairs as part of capital investment.*
- 19. The Chairman or Secretary or any authorized person of the committee will have the right of entry to the premises for discovery, inspection as to the condition and use of the building. In case of any dispute or claim arising under this agreement or in consequences thereof, it is agreed between the parties that such dispute or claim shall be decided as "Sole Arbitrator" by the Director of Agricultural Marketing of the State of Karnataka Functioning as such-on the day and the decision of the Sole Arbitrator on such dispute, functioning as per provisions of the Indian Arbitrator Indian Arbitrator Act shall be final and binding on the parties.*

..
- 21. That the schedule land will be used only for the purpose for which it is sanctioned. For any reason, any Court increases or enhances the payment of compensation as per the Land Acquisition Act, then such enhanced compensation for the sanctioned had will be born-ed by the Federation and any development charges and other taxes leived by the Local authorities shall be borned by the Federation.*
- 22. That the Cold storage will be constructed within a period of two years. That if the cold storage is not completed within the time, then the committee (A.P.M.C.) will have the right of forfeiture.*
- 23. That in the event of the decision by the Federation, that the construction of the Cold Storage shall not be taken up, then the said land will be surrendered to the A.P.M.C.*

..
- 26. That in the event of violation of any of the conditions by the Federation, then the land granted along with the structures in the event of of violation of any of the standing thereon shall be forfeited by the Committee and the Committee shall have the full powers for such purpose.*
- 27. The Direction of Agriculture Marketing Department have been passed Final order in his order No. SMD 4241ABK: 2002, dated: 23-02-2005 that the Federation shall utilize the full land with in 3 years from the date of sale deed. If the Land is not utilize within the said period the Market Committee shall have obsolete right to forfeit the said band."*

15. Condition Nos.22, 23 and 26 are mere reiteration of the condition contained in the Allotment Letter dated 13.03.1992. In other words, petitioner allottee was required to put up cold storage construction within the time stipulated, failing which, would result in forfeiture of the said land by the respondent-Marketing Committee, which has full power for the said purpose.
16. Thus the aforesaid letter of Allotment and lease-cum-Sale Agreement confers substantial contractual power with the respondent-Marketing Committee to forfeit the land, in the event of failure on the part of the petitioner-Society to fulfill the conditions of putting up the cold storage construction, within the time stipulated thereunder.
17. There is no dispute that even to this date, the petitioner-Society has utilised only 2 acres of land and the remaining 2 acres of land has fallen vacant. Though a plea sought to be raised, that the remaining 2 acres of land is being utilised for putting up ancillary infrastructure to cater to the requirement of existing cold storage, as submitted by the learned Senior Counsel appearing for

the respondents, same would not amount to utilisation of entire 4 acres of land for the purpose to which it was allotted.

18. A reply notice issued by a petitioner on 16.06.2023 as per Annexure-ZD3, relevant portion of which are extracted hereunder:

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರ ಮಾರಾಟ ಮಹಾಮಂಡಳ ನಿಯಮಿತ
8. ಕನ್ನಿಂಗ್‌ಹ್ಯಾಮ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 052. ಅಂಚೆ ಪೆಟ್ಟಿಗೆ ಸಂಖ್ಯೆ - 130.

ಸಂಖ್ಯೆ: ಇಎನ್‌ಜಿ/ಲ್ಯಾಂಡ್/2023-24/ಇ-4/53

ದಿನಾಂಕ: 16.06.2023

ಗೆ,

ಕಾರ್ಯದರ್ಶಿಗಳು,

ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿ

ಮಾರುಕಟ್ಟೆ ಪ್ರಾಂಗಣ.

ಕೋಲಾರ-563101.

ಸಮಜಾಯಿಷಿ ಪತ್ರ

ವಿಷಯ: ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರ ಮಾರಾಟ ಮಹಾಮಂಡಳ ನಿ., ಬೆಂಗಳೂರು ರವರಿಗೆ ಕೋಲಾರ ಎ.ಪಿ.ಎಂ.ನಿ ಅವರಣದಲ್ಲಿ ಹಂಚಿಕೆಯಾಗಿರುವ 4 ಎಕರೆ ಜಮೀನಿನ ಪೈಕಿ 2 ಎಕರೆ ಜಮೀನನ್ನು ಮುಟ್ಟುಗೋಲು ಹಾಕಿಕೊಳ್ಳುವ ಸಲುವಾಗಿ ತಾವು ಕಳುಹಿಸಲಾದ ತಿಳುವಳಿಕೆ ಪತ್ರದ ಬಗ್ಗೆ

ಉಲ್ಲೇಖ: 1) ಕರ್ನಾಟಕ ರಾಜ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ಆದೇಶ ದಿ:01.03.2023 (WP No.51354/2016).

2) ತಮ್ಮ ಕಛೇರಿ ತಿಳುವಳಿಕೆ ಪತ್ರ ಸಂಖ್ಯೆ: ಕೃಉಮಾಸ:ಕೋ/95/2023-24. ದಿನಾಂಕ: 18.05.2023.

3) ಈ ಕಛೇರಿ ಪತ್ರ ಸಂಖ್ಯೆ: ಇಎನ್‌ಜಿ/36/2023-24, ದಿನಾಂಕ 25.05.2023.

4) ತಮ್ಮ ಕಛೇರಿ ತಿಳುವಳಿಕೆ ಪತ್ರ ಸಂಖ್ಯೆ: ಕೃಉಮಾಸ:ಕೋ/115/2023-24, ದಿ: 30.05.2023.

.....ಮಹಾಮಂಡಳವು ತನಗೆ ಹಂಚಿಕೆಯಾದ 4 ಎಕರೆ ಜಮೀನಿನ ಪೈಕಿ 2 ಎಕರೆ ಜಾಗದಲ್ಲಿ 2500 ಮೆ.ಟನ್ ಸಾಮರ್ಥ್ಯದ ಶೀತಲಗೃಹವನ್ನು 1995-96ನೇ ಸಾಲಿನಲ್ಲಿ ನಿರ್ಮಿಸಿ ಕಾರ್ಯಾರಂಭಮಾಡಿರುತ್ತದೆ. ಆ ಸಂದರ್ಭದಲ್ಲಿ ಮಂಡಳಕ್ಕೆ ಹಂಚಿಕೆ ಮಾಡಲಾದ ಜಮೀನಿನ ಒಂದು ಅಂಚಿನಲ್ಲಿ ಮಾಲೂರು ರಸ್ತೆಯ ಕಡೆಗೆ ಟ್ರಾನ್ಸ್‌ಫಾರ್ಮರ್ ಯಾರ್ಡ್‌ನ್ನು ಈ ಹಿಂದೆ ನಿರ್ಮಿಸಲಾಗಿರುತ್ತದೆ. ಈ ಯಾರ್ಡ್‌ನಿಂದ ಶೀತಲಗೃಹಕ್ಕೆ ಕೇಬಲ್‌ಗಳನ್ನು ಭೂಮಿಯ ಒಳಗಡೆ ಅಳವಡಿಸಲಾಗಿರುತ್ತದೆ. ಜಮೀನಿನ ಮಧ್ಯ ಭಾಗದಲ್ಲಿ ಬೋರ್‌ವೆಲ್ ಕೊರೆಸಿ, ಈ ನೀರನ್ನು ಉಪಯೋಗಕ್ಕಾಗಿ ಬಳಸಿಕೊಳ್ಳಲಾಗುತ್ತಿತ್ತು. ಈ ಹಿಂದೆ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿ, ಕೋಲಾರರವರ ಸೂಚನೆಯಂತೆ ಮಾಲೂರು ರಸ್ತೆಯಿಂದ ಶೀತಲಗೃಹಕ್ಕೆ ರಸ್ತೆ ಹಾಗೂ ಕಾಂಪೌಂಡ್‌ನ್ನು ನಿರ್ಮಿಸಲಾಗಿರುತ್ತದೆ. ಮುಖ್ಯವಾಗಿ ಮಂಡಳಕ್ಕೆ ಹಂಚಿಕೆ ಮಾಡಲಾದ ಜಮೀನಿನ ಮಧ್ಯ ಭಾಗದಲ್ಲಿ ಈ ಹಿಂದೆ ಕೆ.ಪಿ.ಟಿ.ನಿ.ಎಲ್ ರವರ ಹೆಚ್.ಟಿ ವಿದ್ಯುತ್ ತಂತಿ ಹಾದು ಹೋಗಿದ್ದು, ಕೆ.ಪಿ.ಟಿ.ನಿ.ಎಲ್ ರವರ ಸೂಚನೆಯಂತೆ

ಈ ವಿದ್ಯುತ್ ಲೈನುಗಳ ಮಧ್ಯಭಾಗದಿಂದ ಪ್ರತಿ ಕಡೆ 60 ಅಡಿ ವಿಸ್ತೀರ್ಣದಲ್ಲಿ ಕಟ್ಟಡಗಳನ್ನು ಕಟ್ಟಲು ಅನುಮತಿ ಇರುವುದಿಲ್ಲ. ಆದ ಕಾರಣ ವಾಹನಗಳ ಮಾರ್ಗ ಪಥ, ಪಾರ್ಕಿಂಗ್ ಇತರೆ ವ್ಯವಸ್ಥೆಯನ್ನು ನಿಗದಿಪಡಿಸಿ ಸೂಕ್ತ ವ್ಯವಸ್ಥೆಯನ್ನು ಕಲ್ಪಿಸುವ ಸಲುವಾಗಿ ಉಳಿದ ಜಾಗದಲ್ಲಿ ಹಂತ ಹಂತವಾಗಿ ಅಭಿವೃದ್ಧಿ ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ತೀರ್ಮಾನಿಸಿ, ಸದರಿ ಜಮೀನನ್ನು ಮಂಡಳದ ಹೆಸರಿಗೆ ಮಂಡಳದ ಹೆಸರಿಗೆ ಕ್ರಯ ಪತ್ರ ಮಾಡಿಕೊಡಲು ಕಾರ್ಯದರ್ಶಿ, ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿ, ಕೋಲಾರ ರವರನ್ನು ಹಲವು ಪತ್ರಗಳ ಮೂಲಕ ಕೋರಲಾಗಿರುತ್ತದೆ. ಆದರೆ ಸಮಿತಿಯು ಯಾವುದೇ ಕ್ರಮವಹಿಸಿರುವುದಿಲ್ಲ.

ಹಂಚಿಕೆಯಾದ ಜಮೀನಿನ ಪೈಕಿ ಖಾಲಿ ಇದ್ದ ಜಾಗದಲ್ಲಿ ಇತರೆ ಅಭಿವೃದ್ಧಿ ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ಸ್ವಂತ ಬಂಡವಾಳವು ಆ ಸಮಯದಲ್ಲಿ ಇರದ ಕಾರಣ ಮಂಡಳವು ಸದರಿ ಜಾಗದಲ್ಲಿ 1000 ಮೀಟರ್ ಸಾಮರ್ಥ್ಯದ 2 ಗೋದಾಮುಗಳನ್ನು ನಿರ್ಮಿಸುವ ಯೋಜನೆಯ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸರ್ಕಾರಕ್ಕೆ ಕಳುಹಿಸಿ, ಅರ್ಥಿಕ ಸಹಾಯವನ್ನು ಕೋರಿರುತ್ತದೆ. ಅಭಿವೃದ್ಧಿ ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ಹಣಕಾಸು ಸಂಸ್ಥೆಗಳನ್ನು ಸಂಪರ್ಕಿಸಿದಾಗ ಹಂಚಿಕೆಯಾದ ಜಮೀನಿನ ಶುದ್ಧ ಕ್ರಯಪತ್ರವನ್ನು ಸಲ್ಲಿಸುವಂತೆ ತಿಳಿಸಲಾಗಿರುತ್ತದೆ. ಕ್ರಯಪತ್ರ ವಿಳಂಬದಿಂದಾಗಿ ಮಂಡಳದ ಸಂಪೂರ್ಣ ಯೋಜನೆಯ ಅನುಷ್ಠಾನದಲ್ಲಿ ವಿಳಂಬವಾಗಿರುತ್ತದೆ. ಹಂಚಿಕೆಯಾದ ಉದ್ದೇಶಕ್ಕಾಗಿಯೇ ಜಮೀನನ್ನು ಬಳಸಿಕೊಂಡಿದ್ದರಿಂದ ಮಂಡಳದ ಹೆಸರಿಗೆ ಜಮೀನಿನ ಕ್ರಯಪತ್ರ ನೋಂದಣಿ ಮಾಡಿಕೊಡುವಂತೆ ತಮ್ಮನ್ನು ಹಲವು ಬಾರಿ ಕೋರಲಾಗಿರುತ್ತದೆ. ಮಂಡಳವು ತಮಗೆ ಹಾಗೂ ನಿರ್ದೇಶಕರು, ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಇಲಾಖೆ ಕಳುಹಿಸಿ, ಮಹಾಮಂಡಳವು ಎನ್.ಸಿ.ಡಿ.ಸಿ ಸಂಸ್ಥೆಯ ರವರಿಗೂ ಕೂಡ ಹಲವು ಪತ್ರಗಳನ್ನು ಧನಸಹಾಯದಿಂದ ರೈತರ ಅನುಕೂಲಕ್ಕಾಗಿ ಕೃಷಿ ಹಾಗೂ ಗೊಬ್ಬರ ಉತ್ಪನ್ನಗಳನ್ನು ಶೇಖರಿಸಲು ಗೋದಾಮುಗಳನ್ನು ನಿರ್ಮಿಸಲು ನಿರ್ಧರಿಸಿದ್ದು, ಜಮೀನಿನಲ್ಲಿ ಹಂತ ಹಂತವಾಗಿ ಅಭಿವೃದ್ಧಿ ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ಮಂಡಳಕ್ಕೆ ಕಾಲಾವಕಾಶವನ್ನು ನೀಡಬೇಕೆಂದು ಕೋರಲಾಗಿರುತ್ತದೆ.

ಸಮಿತಿಯು ತನ್ನ ಸಭೆ ದಿನಾಂಕ: 29.11.2001 ರಲ್ಲಿ ತೀರ್ಮಾನಿಸಿರುವಂತೆ ಹಾಗೂ ನಿರ್ದೇಶಕರು, ಕೃಷಿ ಮಾರಾಟ ಇಲಾಖೆ ರವರು ದಿನಾಂಕ: 06.11.2001ರ ಪತ್ರದ ಮೂಲಕ ಸಮ್ಮತಿ ನೀಡಿರುವಂತೆ ಮಂಡಳದ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿಗಳ ಪಟ್ಟಿ ಮತ್ತು ಪ್ಲಾನ್ಗಳನ್ನು ಸಮಿತಿಗೆ ಸಲ್ಲಿಸಲು ಕೋರಿದ್ದರ ಮೇರೆಗೆ ಮಂಡಳವು ದಿನಾಂಕ: 27.04.2002ರ ಪತ್ರದೊಂದಿಗೆ, ಹಂಚಿಕೆ ಮಾಡಲಾದ ಜಮೀನಿನಲ್ಲಿ ರೈತರಿಗೆ ಅನುಕೂಲಕರವಾದ ರೀತಿಯಲ್ಲಿ ಅಭಿವೃದ್ಧಿಪಡಿಸಲು ಮಾಸ್ಟರ್ ಪ್ಲಾನ್‌ನ್ನು ಲಗತ್ತಿಸಿ, ಅನುಮೋದನೆ ನೀಡಬೇಕೆಂದು ಹಾಗೂ ಮಂಡಳದ ಹೆಸರಿಗೆ ಜಮೀನಿನ ಕ್ರಯಪತ್ರವನ್ನು ಮಾಡಿಕೊಡಬೇಕೆಂದು ಕೋರಲಾಗಿರುತ್ತದೆ. ಮಂಡಳವು ಕಳುಹಿಸಿದ ಮಾಸ್ಟರ್ ಪ್ಲಾನ್‌ಗೆ ದಿನಾಂಕ: 10.05.2002 ರಂದು ಸಹ ಸಮಿತಿ ಸಭೆಯ ಕಾರ್ಯ ಸಂಖ್ಯೆ 6(1) ರಲ್ಲಿ ನೀಡಿರುವುದಾಗಿ ಕೋಲಾರ ಎ.ಪಿ.ಎಂ.ಸಿ ಕಾರ್ಯದರ್ಶಿರವರು ದಿನಾಂಕ: 28.05.2002ರ ಪತ್ರದ ಮೂಲಕ ಮಂಡಳಕ್ಕೆ ತಿಳಿಸಿರುತ್ತಾರೆ. ನಂತರದಲ್ಲಿ 1000 ಮೀಟರ್ ಸಾಮರ್ಥ್ಯದ ಗೋದಾಮನ್ನು ಮಂಡಳವು ನಿರ್ಮಿಸಿರುತ್ತದೆ.

ಕೋಲಾರ ಎ.ಪಿ.ಎಂ.ಸಿ ಆವರಣದಲ್ಲಿ 4 ಎಕರೆ ಜಮೀನನ್ನು ಮಂಡಳಕ್ಕೆ ಹಂಚಿಕೆ ಮಾಡಿದ ಅವಧಿಯಿಂದ 13 ವರ್ಷದ ನಂತರ ಕೋಲಾರ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರಾಟ ಸಮಿತಿಯ ದಿನಾಂಕ: 25.04.2005 ರಂದು ಮಂಡಳಕ್ಕೆ ಲೀಸ್-ಕಂ-ಸೇಲ್ ಅಗ್ರಿಮೆಂಟ್‌ನ್ನು ಮಂಡಳದ ಒತ್ತಾಯದ ಮೇರೆಗೆ ಮಾಡಿಕೊಟ್ಟಿರುತ್ತದೆ. ಸದರಿ ಲೀಸ್-ಕಂ-ಸೇಲ್ ಅಗ್ರಿಮೆಂಟ್‌ನ್ನು ದಿನಾಂಕ: 29.04.2005 ರಂದು ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಕೋಲಾರದಲ್ಲಿ ನೋಂದಣಿ ಮಾಡಿಸಲಾಗಿರುತ್ತದೆ. ಲೀಸ್-ಕಂ-ಸೇಲ್ ಅಗ್ರಿಮೆಂಟಿನ ಷರತ್ತು ಸಂಖ್ಯೆ: 27 ರ ಪ್ರಕಾರ ಕ್ರಯಪತ್ರ ಮಾಡಿದ ದಿನಾಂಕದಿಂದ 3 ವರ್ಷದ ಒಳಗೆ ಜಮೀನನ್ನು ಸಂಪೂರ್ಣವಾಗಿ ಉಪಯೋಗಿಸತಕ್ಕದ್ದು ಎಂದು ಇರುತ್ತದೆ. ಆದರೆ ಅಂದಿನಿಂದ ಇಂದಿನವರೆಗೂ ಕೋಲಾರ ಎಪಿಎಂಸಿ ರವರು ಮಂಡಳದ ಹೆಸರಿಗೆ ಯಾವುದೇ ರೀತಿಯ ಕ್ರಯಪತ್ರವನ್ನು ಮಾಡಿಕೊಟ್ಟಿರುವುದಿಲ್ಲ. ಮಂಡಳವು ಜಮೀನಿನ ಸಂಪೂರ್ಣ ಹಕ್ಕನ್ನು ಹೊಂದಿರದ ಕಾರಣ ಅರ್ಥಿಕ ಸಂಸ್ಥೆಗಳಿಂದ ಧನ ಸಹಾಯವು ದೊರಕಿರುವುದಿಲ್ಲ. ಈ ಕಾರಣದಿಂದ ಮಂಡಳವು ಉಳಿದ 2 ಎಕರೆ ಜಾಗದಲ್ಲಿ ಅಭಿವೃದ್ಧಿ ಕೆಲಸಗಳನ್ನು ಪೂರ್ಣ ಪ್ರಮಾಣದಲ್ಲಿ ಹಂತ ಹಂತವಾಗಿ ಕೈಗೊಳ್ಳಲು ಸಾಧ್ಯವಾಗಿರುವುದಿಲ್ಲ. ಆದರೂ ಸಹ ಮಹಾಮಂಡಳವು ತನ್ನಲ್ಲಿದ್ದಂತಹ ಸ್ವಂತ ಬಂಡವಾಳವನ್ನು ಉಪಯೋಗಿಸಿಕೊಂಡು ಉಳಿದ 2 ಎಕರೆ ಜಾಗದಲ್ಲಿ 2500 ಮೀಟರ್ ಸಾಮರ್ಥ್ಯದ ಡೈವ್-ಇನ್ ಗೋದಾಮು ನಿರ್ಮಿಸಲು ಅಡಿಪಾಯ ಹಾಕಲಾಗಿರುತ್ತದೆ. ಅದರ ವಾಸ್ತವತೆಯನ್ನು ಸಹ ತಾವು ಸ್ಥಳ ಪರಿಶೀಲನೆ

ಸಂದರ್ಭದಲ್ಲಿ ಗಮನಿಸಿದ್ದೀರಿ. ಎಪಿಎಂಸಿ ಕೋಲಾರ ರವರು ಗೋದಾಮಿನ ಕಾಮಗಾರಿಯನ್ನು ಮುಂದುವರಿಸದೆ ತಡೆ ಮಾಡಿದ್ದರಿಂದ ಕಾಮಗಾರಿಯನ್ನು ಈ ಹಂತದಲ್ಲಿ ನಿಲ್ಲಿಸಲಾಗಿರುತ್ತದೆ.

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ಕೋಲಾರ ಎ.ಪಿ.ಎಂ.ಸಿ ರವರು ಲೀಸ್-ಕಂ-ಸೇಲ್ ಅಗ್ರಿಮೆಂಟ್ ನ ಷರತ್ತು ನಂ.27ರ ಪ್ರಕಾರ ಮಂಡಳದ ಹೆಸರಿಗೆ ಜಮೀನಿನ ಕ್ರಯಪತ್ರವನ್ನು ಮಾಡಿಕೊಡದೆ ಉದ್ದೇಶಪೂರ್ವಕವಾಗಿ ದಿನಾಂಕ:22.02.2012ರ ಪತ್ರದಲ್ಲಿ ಉಳಿದ 2 ಎಕರೆ ಜಮೀನನ್ನು ವಾಪಸ್ಸು ಕೇಳಿರುತ್ತೀರಿ. ಎರಡು ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಈಗಾಗಲೇ ಮಹಾಮಂಡಳದ ಸ್ವಂತ ಬಂಡವಾಳವನ್ನು ಬಳಸಿಕೊಂಡು ಹಂತ ಹಂತವಾಗಿ ಅಭಿವೃದ್ಧಿ ಕಾರ್ಯಗಳನ್ನು ಕೈಗೊಳ್ಳುತ್ತಿರುತ್ತದೆ (ಎಪಿಎಂಸಿರವರು ಅಭಿವೃದ್ಧಿ ಕಾರ್ಯಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ಆಡಳಿತ ಮಾಡುತ್ತಿರುವ ಕಾರಣ ಮುಂದುವರಿಸಲು ಸಾಧ್ಯವಾಗಿರುವುದಿಲ್ಲ). ಆದ ಕಾರಣ ಉಳಿದ 2 ಎಕರೆ ಜಾಗವನ್ನು ವಾಪಸ್ಸು ನೀಡುವ ಪ್ರಶ್ನೆ ಉದ್ಭವಿಸುವುದಿಲ್ಲ.

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ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಯವರ ಮತ್ತೊಂದು ಸಭೆ ದಿನಾಂಕ: 11.11.2015ರಲ್ಲಿ 2 ಎಕರೆ ಜಮೀನನ್ನು ಮಂಡಳದ ಸುಪರ್ಟೈಮ್ ಮುಂದುವರಿಸಲು ಒಪ್ಪಿ ತೀರ್ಮಾನಿಸಿ ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರದ ಅನುಮತಿ ಪಡೆಯಲು ಕೋರಲಾಗಿರುತ್ತದೆ. ಆದರೂ ಸಹ ದಿನಾಂಕ:30.09.2015 ರಂದು ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ, ಸಹಕಾರ ಇಲಾಖೆ ಇವರಿಗೆ ಯಾವುದೇ ರೀತಿಯ ಸಕ್ಷಮ ಅಧಿಕಾರ ಇಲ್ಲದಿದ್ದರೂ ಸಹ ಎರಡು ಎಕರೆ ಜಮೀನನ್ನು ಮರಳಿ ಸಮಿತಿಯ ವಶಕ್ಕೆ ಪಡೆಯಲು ಆದೇಶ ಹೊರಡಿಸಿರುತ್ತಾರೆ. ಈ ಆದೇಶದ ವಿರುದ್ಧ ಮಂಡಳವು ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ರಿಟ್ ಅರ್ಜಿ ಸಂಖ್ಯೆ:51354/2016 ಸಲ್ಲಿಸಿರುತ್ತದೆ. ಈ ರಿಟ್ ಅರ್ಜಿಯ ದಿನಾಂಕ:01.03.2023ರ ಆದೇಶದಲ್ಲಿ ಮಾನ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯವು ಎ.ಪಿ.ಎಂ.ಸಿ ಕಾಯ್ದೆಯಲ್ಲಿ ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿಗೆ ಆದೇಶ ಮಾಡಲು ಅಧಿಕಾರವಿಲ್ಲವೆಂದು ತಿಳಿಸಿ, ದಿನಾಂಕ: 30.09.2015ರ ಆದೇಶವನ್ನು ರದ್ದುಗೊಳಿಸಿ, ಕಾರ್ಯದರ್ಶಿ, ಕೋಲಾರ ಎಪಿಎಂಸಿ ರವರಿಗೆ ಮಂಡಳಕ್ಕೆ ಹೊಸದಾಗಿ ನೋಟೀಸ್ ಜಾರಿ ಮಾಡಲು ಅವಕಾಶವನ್ನು ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಆದೇಶದ ಅನುಸಾರ ತಾವು ತಿಳುವಳಿಕೆ ಪತ್ರಗಳನ್ನು ಮಂಡಳಕ್ಕೆ ಕಳುಹಿಸಿ, ಸಮಜಾಯಿಷಿ ಕೊಡಲು ತಿಳಿಸಿರುತ್ತೀರಿ.

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ಮಂಡಳವು ನಿರ್ಮಿಸಿದ ಶೀತಲಗೃಹವನ್ನು 2007-08 ಸಾಲಿನವರೆಗೂ ಉಪಯೋಗಿಸಲಾಗಿರುತ್ತದೆ. ನಂತರದಲ್ಲಿ ತೋಟಗಾರಿಕಾ ಬೆಳೆಗಳಾದ ಆಲೂಗಡ್ಡೆ ಬೆಳೆಯುವವರ ಪ್ರಮಾಣ ಕಡಿಮೆಯಾದ ಕಾರಣ ಹಾಗೂ ಶೀತಲಗೃಹದ ಬೇಡಿಕೆಯು ಕುಸಿತಗೊಂಡ ಕಾರಣ, ಶೀತಲಗೃಹವನ್ನು ತಾತ್ಕಾಲಿಕವಾಗಿ ಸ್ಥಗಿತಗೊಳಿಸಲಾಗಿರುತ್ತದೆ.

.....

ಕೋಲಾರ ಎ.ಪಿ.ಎಂ.ಸಿ ಆವರಣದಲ್ಲಿ ಸರ್ಕಾರದ ಕೋವಿಡ್-19ನ ಸಾಮಾಜಿಕ ಅಂತರದ ಮಾರ್ಗಸೂಚಿಗಳನ್ನು ಸಮರ್ಪಕವಾಗಿ ಅನುಷ್ಠಾನ ಮಾಡಲು ಸ್ಥಳಾವಕಾಶ ಅಭಾವವಿದ್ದು, ಸರ್ಕಾರದ ಆದೇಶದಂತೆ ಕ್ರಮಕೈಗೊಳ್ಳಲು ಹೆಚ್ಚಿನ ಸ್ಥಳಾವಕಾಶ ಬೇಕಾಗಿರುವುದರಿಂದ ಸದರಿ ಆವರಣದಲ್ಲಿ ಮಂಡಳಕ್ಕೆ ಹಂಚಿಕೆಯಾಗಿರುವ 4 ಎಕರೆ ಜಮೀನಿನ ಪೈಕಿ ತಾವು ಉಲ್ಲೇಖಿಸಿರುವ 2 ಎಕರೆ ಜಮೀನನ್ನು ತಾತ್ಕಾಲಿಕವಾಗಿ ವ್ಯವಸ್ಥೆ ಮೇರೆಗೆ ಕೃಷಿ ಉತ್ಪನ್ನಗಳ ವ್ಯಾಪಾರ ವಹಿವಾಟಿಗೆ ಅನುಕೂಲವಾಗುವಂತೆ ಎ.ಪಿ.ಎಂ.ಸಿ ಕೋಲಾರ ರವರಿಗೆ ಉಪಯೋಗಿಸಲು ತುರ್ತಾಗಿ ಅನುಮತಿ ನೀಡುವಂತೆ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಕೋಲಾರ ರವರು ದಿನಾಂಕ: 29.04.2021ರ ಪತ್ರದ ಮೂಲಕ ಮಂಡಳವನ್ನು ಕೋರಿದ್ದರಿಂದ, ಈ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದ ದಾವೆಯು ರಾಜ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ವಿಚಾರಣಾ ಹಂತದಲ್ಲಿ ಇದ್ದರೂ ಸಹ ಕೋವಿಡ್-19 ಕಾರಣದಿಂದಾಗಿ ಸ್ಥಳೀಯ ವರ್ತಕರ ವ್ಯಾಪಾರ ವಹಿವಾಟು ನಡೆಸಲು ತಾತ್ಕಾಲಿಕ ವ್ಯವಸ್ಥೆ ಮೇರೆಗೆ ಕೋವಿಡ್-19 ನಿಬಂಧನೆಗಳನ್ನು ಸರ್ಕಾರವು ಸಡಿಲಗೊಳಿಸುವವರೆಗೆ ಮಾತ್ರ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿ ಕೋಲಾರ ರವರು ಉಪಯೋಗಿಸಿಕೊಳ್ಳಲು ದಿನಾಂಕ: 05.05.2021ರ ಪತ್ರದ ಮೂಲಕ ಮಂಡಳವು

ಅನುಮತಿ ನೀಡಿರುತ್ತದೆ. ಕೋವಿಡ್-19 ನಿಯಮಗಳು ಸಡಿಲಗೊಂಡ ನಂತರ ಅಥವಾ ಮುಂಚಿತವಾಗಿ ಈ ಜಮೀನು ಮಂಡಳದ ಉಪಯೋಗಕ್ಕಾಗಿ ಬೇಕಾದಲ್ಲಿ ತೆರವುಗೊಳಿಸಬೇಕಾಗಿರುತ್ತದೆ ಎಂದು ಸಹ ಸದರಿ ಪತ್ರದಲ್ಲಿ ತಿಳಿಸಲಾಗಿರುತ್ತದೆ. ಆದರೆ ಪ್ರಸ್ತುತ ಸಮಿತಿಗೆ ಉಪಯೋಗಿಸಿಕೊಳ್ಳಲು ನೀಡಲಾದ ಮಂಡಳದ 2 ಎಕರೆ ಜಮೀನಿನ ಜೊತೆಗೆ ಮಂಡಳದ ಸುಪರ್ದಿಯಲ್ಲಿರುವ 2 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಶೀಟಿನಿಂದ ನಿರ್ಮಿತವಾದ ಹಲವಾರು (ಸುಮಾರು 50ಕ್ಕೂ ಹೆಚ್ಚು) ಅನಧಿಕೃತ ಮಳಿಗೆಗಳನ್ನು ನಿರ್ಮಿಸಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಜಮೀನಿನಲ್ಲಿರುವ ಈ ಅನಧಿಕೃತ ಶೆಡ್ಡುಗಳು ತಮ್ಮ ಸಮಿತಿಗೆ ಕೋವಿಡ್-19ರ ಅವಧಿಯಲ್ಲಿ ತಾತ್ಕಾಲಿಕವಾಗಿ ನೀಡಲಾಗಿದ್ದ ಸಮಯದಲ್ಲಿ ನಿರ್ಮಿಸಲಾಗಿರುತ್ತದೆ. ಇದಕ್ಕೆ ಸಮಿತಿಯೇ ನೇರ ಹೊಣೆಯಾಗಿರುತ್ತದೆ. ಸರ್ಕಾರವು ಕೋವಿಡ್-19 ನಿಯಮಗಳನ್ನು ತೆರವುಗೊಳಿಸಿದ ನಂತರವೂ, ರಾಜ್ಯ ಉಚ್ಚ ನ್ಯಾಯಾಲಯದ ಆದೇಶದ ನಂತರವೂ ಹಾಗೂ ಮಂಡಳದ ಹಲವು ಮನವಿಯ ನಂತರವೂ ಸದರಿ ಜಮೀನನ್ನು ಇದುವರೆಗೂ ಮಂಡಳದ ಸುಪರ್ದಿಗೆ ಹಸ್ತಾಂತರಿಸಿರುವುದಿಲ್ಲ".

19. Thus, even from the reading of the response from the petitioner-Society as noted above, undisputedly, 2 acres of land has remained un-utilized though purported efforts were made by the petitioner to put up the construction. Even the cold storage which was put up has been stopped and same is not functioning.

20. As regards, the question of respondent-Marketing Committee excising power under Section 9(2) of the Act, 1966 is concerned, the said question has been considered by the Co-ordinate Bench of this Court in the earlier writ petition filed by the petitioner in W.P.No.51354/2016, which is disposed of on 01.03.2023, wherein at paragraph Nos.6, 7, 8 and 9, the Co-ordinate Bench of this Court has observed as under:

"7. Section 9 of the Act, 1966 deals with the establishment of market committee and its incorporation. Sub-Section (2) of Section 9 specifies that, the Market Committee shall be competent to contract and to acquire, hold, lease, sell or

otherwise transfer any property, and to do all other things necessary for the purpose for which it is established.

8. *The first proviso to sub-Section (2) of Section 9 specifies that, no immovable property shall be acquired or transferred without the permission of the Director of Agricultural Marketing.*
9. *A conjoint reading of Clause-3 of the order passed by the 2nd respondent allotting the subject land in favour of the petitioner and also the first proviso to sub-Section (2) of Section 9 indicates that, the power to forfeit the land vests with the Market Committee subject to approval by the Director of Agricultural Marketing Committee. Even accepting for a moment that, the government in exercise of power under Section 126 of the Act, 1966, has the power to forfeit the land, however, the said provision requires/mandates for issuance of notice to affected party."*

21. Consequently, the Co-ordinate Bench of this Court while quashing the impugned order and the circular, had directed respondent No.3 to initiate action against the petitioner-Society for violation of condition No.3 in the order dated 13.03.1992 and the additional conditions imposed in communication dated 25.04.2005. The said order has not been challenged by the petitioner-Society and the findings given with regard to exercise of power under Section 9(2) of the Act, 1966 has attained finality. Therefore, it is not open for the petitioner-Society to question the exercise of power by the respondent No.3-Marketing Committee under Section 9(2) of the Act, 1966.

22. The show cause notices dated 20.03.2015 and 07.04.2015 have been issued subsequent to passing of the aforesaid order in W.P.No.51354/2016. Admittedly, joint inspection was conducted by the Deputy Commissioner, Kolar and the respondent-Marketing Committee in the presence of petitioner and thereafter resolution dated 03.07.2023, and Order dated 06.07.2023 resulting in impugned order dated 10.07.2023 has been passed.

23. Petitioner therefore cannot contend that he has not been given opportunity of being heard.

24. The only contention would remain for consideration is condition No.27 of the lease cum sale agreement, which is vehemently relied upon by the learned counsel for the petitioner-Society to contend that even in terms of the said condition, petitioner is required to put up construction and utilise the land, only within three years from the date of deed of sale, which has not been executed till date.

25. This argument would not be of any avail, in the light of this Court already having directed the respondent-

authority to initiate action for violation of condition, under the order dated 13.03.1992 and the additional condition dated 25.04.2005.

26. Furthermore, as submitted by the learned Senior Counsel appearing for the respondents referring to the judgment of the Apex Court in the cases of ***Radha Sundar Dutta Vs. Mohd. Jahadur Rahim and others***⁵ and ***Bharat Sher Singh Kalsia*** (Supra) wherein the principles of law, namely, if there is a conflict between the earlier clause and the later clause and if it was not possible to give effect to all of them, the rule of construction is that the earlier clause must override the later clause and not *vice-versa*, would apply squarely to the instant case as well. The relevant paragraphs of the aforesaid judgment in the case of ***Radha Sundar Dutta*** (Supra), which is followed in the case of ***Bharat Sher Singh Kalsia*** (Supra) are as hereunder:

"11. Now, it is a settled rule of interpretation that if there be admissible two constructions of a document, one of which will give effect to all the clauses therein while the other will render one or more of them nugatory, it is the former that should be adopted on the principle expressed in the maxim "ut res magis valeat quam pereat.

⁵ ***AIR 1959 SC 24***

13. If, in fact, there is a conflict between the earlier clause and the later clauses and it is not possible to give effect to all of them, then the rule of construction is well established that it is the earlier clause that must override the later clauses and not vice versa. In *Forbes v. 'Git*, (1922)1 AC 256 at p.259: (AIR 1921 PC 209 at p.211) (J) Lord Wrenbury stated the rule in the following terms:

" If in a deed an earlier clause is followed by a later clause which destroys altogether the obligation created by the earlier clause, the later clause is to be rejected as repugnant and the earlier clause prevails, in this case the two clauses cannot be reconciled and the earlier provision in the deed prevails over the later."

27. Applying the aforesaid principles, the conditions enumerated in lease cum sale agreement namely conditions Nos.22, 23, 26 and 27 read in the light of the aforesaid judgment of the Apex Court, makes it clear that Condition Nos.22, 23 and 26, being in consonance with the conditions imposed in Order dated 13.03.1992, it is condition Nos.22, 23 and 26, which prevail over condition No.27. The petitioner-Society therefore cannot take advantage of condition No.27 of the lease cum sale agreement, reading in isolation the other conditions noted above.

28. Further, in the light of admitted fact of petitioner-Society not having utilized 2 acres of land, out of 4 acres of land which was allotted, this Court do not find any error or illegality in the impugned order passed by the

respondent-Marketing Committee. Accordingly, the following:

ORDER

(i) Petition is ***dismissed.***

**SD/-
(M.G.S. KAMAL)
JUDGE**

RL