



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 21108 OF 2021 (LB-RES)

BETWEEN:

1. BOHRA HOSPITAL HOUSING EDUCATIONAL
CULTURAL SOCIAL CHARITABLE TRUST REGISTERED
OFF: AT DOOR NO.126 BANNIMANTAP
C LAYOUT, MYSURU - 570 015
REPRESENTED BY ITS PRESIDENT AND
MANAGING TRUSTEE
SRI NOORDDIN JOHAR

... PETITIONER

(BY SRI. VAISHAK, ADVOCATE FOR
SRI BHARGAVA D BHAT., ADVOCATE)

AND:

1. MYSORE URBAN DEVELOPMENT AUTHORITY
JANSI LAKSHMI BAI ROAD
MYSURU - 570 001
REPRESENTED BY ITS COMMISSIONER

... RESPONDENT

(BY SRI. T.P. VIVEKANANDA, ADVOCATE FOR R1)

THIS W.P. IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE IMPUGNED ORDER PASSED BY THE RESPONDENT DATED 20.04.2021 (WHICH WAS ISSUED TO THE PETITIONER ON 06.08.2021 (ENCLOSED AS **ANNEXURE-A**) UNDER REFERENCE NO: MY.NA.PRA/AA AA SA SHA/PA.PRA/2021-22 IN CALLING FOR THE CANCELLATION OF THE C.A. SITE AND CONSEQUENTLY DIRECT THE RESPONDENT TO HAND OVER THE POSSESSION OF THE C.A. SITE AND TO EXECUTE THE DEED OF LEASE FOR A PERIOD OF 30 YEARS FROM ITS EXECUTION IN THE NAME AND FAVOUR OF THE PETITIONER AND ETC.

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

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The petitioner is before this Court seeking for the following reliefs:

- (a) *A writ of Certiorari or any other Writ, Order or Direction quashing the impugned order passed by the Respondent dated 20.04.2021 (which was issued to the Petitioner on 06.08.2021 (enclosed as **Annexure-A**) under Reference No: My.Na.Pra/AA AA Sa Sha/Pa.Pra/2021-22 in calling for the cancellation of the C.A. Site and consequently direct the Respondent to hand over the possession of the C.A. Site and to execute the Deed of Lease for a period of 30 years from its execution in the name and favour of the petitioner.*
- (b) *Issue any other writ order or direction as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs to the petitioner.*

2. The petitioner is a registered trust established for benevolent purposes, came into being on 23.10.1998 and made an application to the respondent for grant of a Civic Amenity site for the establishment of an educational institution vide application dated 10.07.1998. In pursuance thereof, CA site No.73, Devanur 2nd Stage, measuring 7760 square meters,



was allotted to the petitioner for the construction of a school and playground.

3. The EMD payable being Rs.4,34,560/- was deposited by the petitioner. In pursuance of which a sanction letter dated 25.05.1999 was issued, and the petitioner was called upon to deposit the remaining amount of Rs.43,45,600/- within 90 days, i.e., by 23.08.1999. The petitioner claims that the entire balance amount had been paid by 19.08.1999. As such, he contends that the entire amount has been paid. The petitioner thereafter followed up with the respondent for handing over the possession. The possession was not handed over.
4. Hence, on 03.03.2010, the petitioner finally wrote a letter to respondent seeking for handover of the possession. Thereafter, the petitioner has been issuing several reminders on 27.06.2012, 09.10.2012, 08.01.2013, 06.07.2013, 25.08.2014. Finally, on 09.05.2017, the respondent issued a show



cause notice contending that the entire amounts had not been paid.

5. It was replied to by the petitioner stating that the entire amounts have been paid and the demand made for 10% water charges/cess has been struck down by this Court vide order dated 01.03.2002 in WP.No.8911-18/2000 and as such, no further amounts are required to be paid.
6. The petitioner, vide letter dated 23.05.2017 called upon the respondent to hand over the possession, which was followed up by other correspondences on 19.03.2020, 11.06.2020, 21.04.2021, 05.08.2021 and finally, on 11.10.2021. The respondent had forwarded a cheque for a sum of Rs.38,02,400/- which was not accepted by the petitioner. It is in that background that the petitioner is before this court seeking for the aforesaid reliefs.
7. The submission of Sri Vaishak, learned counsel for the petitioner is that the petitioner having deposited



the entire amounts due way back in the year 1999, the petitioner has been following up with the respondent for handing over the possession and execution of the lease deed, which has not been so executed. The petitioner did not want to upset the respondent Authorities and it is for that reason that the petitioner did not approach this Court. It is only when the amount was returned having no option that the petitioner has approached this court.

8. Is in the above background that the learned counsel for the respondent was called upon vide order dated 25.06.2026 to verify and make his submission as to whether the payments have been made by the petitioner. If so, when was it paid and if it was so paid, why was the lease deed not executed in favour of the petitioner.
9. Learned counsel for respondent has filed a list of dates and events on the basis of the records available with the respondent.



10. His submission is that the allotment having occurred on 25.05.1999, an amount of Rs.4,34,560/- has been paid between 16.06.1998 to 28.08.1999. However, there was a balance of Rs.43,45,600/- which though required to be paid within 90 days from the date of allotment, was not so paid within time but much later by 19.08.1999. As such, possession was not handed over nor was a lease deed executed. A further amount of Rs.4,34,560/- is claimed to be amount due as regards water cess.
11. Learned counsel for the petitioner placed on record the order dated 01.03.2002 in WP.No.8911-18/2000, whereunder the levy of this 10% water cess has been quashed for the reasons stated in paras 15 and 16 of the said order. This had in fact been communicated by the petitioner to the respondent in reply to the show cause notice dated 09.05.2017, which has not been considered. The said order in WP.No.8911-18/2000 having attained finality, the



question of the respondent claiming that there is any amount due as water cess and/or that there is any default on the part of the petitioner is contrary to the available records. The respondent could not have and ought not to have delayed the handing over of the possession and/or execution of a lease deed when the entire payments have been made.

12. Though there is a delay on the part of the petitioner, the submission of learned counsel for the petitioner is that their correspondences which had been issued by the petitioner, they did not want to knock the doors of this Court for fear of upsetting the respondent. It can be reasonably believed since an amount of Rs.43,45,600/- has been paid in the year 1999 is not a small sum and it would not be expected of the petitioner to have slept over the matter after paying such a huge amount. The complete payments having been made way back in the year 1999 by 19.08.1999, there is no default *per se* on the part of



the petitioner in completion and discharge of his duties. It is the discharge of its obligation. It is the respondents who have not discharged their duty by handing over possession and executing a lease deed. The respondent, having received the entire amount, could not have issued a show cause notice contending that the petitioner has defaulted and/or cancelled the allotment as sought to be done.

13. In that view of the matter, this Court passes the following:

ORDER

- i) Writ petition is ***allowed***,
- ii) A certiorari is issued, the order dated 20.04.2021 at Annexure-A issued by the respondent is quashed.
- iii) It is made clear that the allotment made in favour of the petitioner would stand revived, requiring the respondent to hand over possession and execute necessary lease deed, which is so directed to be done within a period of eight (8) weeks from the date of receipt of a copy of this order.



- iv) It is, however, made clear that the petitioner shall complete the project within 3 years from the date of possession being handed over. If the project is not completed by 3 years from that date, the respondent would be free to take such action as is permissible in law.

Sd/-
(SURAJ GOVINDARAJ)
JUDGE

KTY
List No.: 2 SI No.: 0