



CNR: KAHC010443322025

NC: 2026:KHC:40171
WP No. 20388 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 31ST DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 20388 OF 2025 (BDA)

BETWEEN:

SRI PREMNATH T.N.
S/O LATE N. THUKARAM,
AGED 51 YEARS,
PRESENTLY R/AT NO.32,
1ST FLOOR, THAMBUCHETTY ROAD,
COX - TOWN,
BENGALURU - 560 005.

...PETITIONER

(BY SRI. PREMNATH T.N., (PARTY-IN-PERSON))

AND:

THE COMMISSIONER
BENGALURU DEVELOPMENT AUTHORITY
T. CHOWDAIAH ROAD,
KUMARA PARK WEST,
BENGALURU - 560 020

...RESPONDENT

(BY SRI. K. KRISHNA, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE LETTER DATED 21.05.2024 BEARING NO.BDA/DS-2/24-25 VIDE ANNEXURE - F AND LETTER DATED 18.03.2025 BEARING NO. BDA/DS-2/24-25 VIDE ANNEXURE-H ISSUED BY THE RESPONDENT TO THE PETITIONER AND ETC.

Digitally
signed by
HEMALATHA
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Location:
HIGH COURT
OF
KARNATAKA



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THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN
'B' GROUP, 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 certiorari to quash the letter bearing No.ಬೆಂಗಳೂರು/ಉಕಾ-2/ /2024-25 dated 21.05.2024 and the letter bearing No.ಬೆಂಗಳೂರು/ಉಕಾ-2/ /2024-25 dated 18.03.2025 issued by the respondent and consequently, to direct the respondent to execute a lease-cum-sale deed in his favour, in respect of site bearing No.B7-SI-4797 at 'Nadaprabhu Kempegowda Layout'.

2. (i) The petitioner claims that he was allotted a site bearing No.B7-SI-4797 at 'Nadaprabhu Kempegowda Layout' in terms of a letter of allotment dated 14.11.2018 and he was called upon to pay the balance sital value within sixty days, failing which, he was required to pay the balance sital value along with interest. Petitioner claims that he had paid the balance sital value to the respondent on 20.03.2019. Thereafter, on 18.11.2019, the respondent issued an endorsement stating that the actual sital area allotted to the



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petitioner was 9 x 15 meters instead of 9 x 12 meters and that the difference in the sital value is a sum of Rs.5,81,256/-. The petitioner deposited the additional sital value on 29.03.2023. The petitioner therefore contends that in all, he had paid a sum of Rs.29,06,708/- to the respondent.

(ii) The petitioner thereafter, submitted a letter to the respondent on 29.03.2023 informing it about the change of his residence, which was acknowledged by the respondent. Thereafter, the respondent issued a letter dated 21.05.2024 to the old address calling upon the petitioner to pay interest of Rs.3,08,072/- calculated till 09.05.2024 on a sum of Rs.5,81,256/-. The petitioner submitted a representation to the respondent contending that the question of payment of interest would not arise as the entire amount was paid within the time prescribed and therefore, requested the respondent to execute a sale deed. The petitioner contends that the respondent without considering the representation, issued a reply dated 18.03.2025 calling upon him to pay interest of Rs.3,07,954/-. The petitioner is therefore aggrieved by the aforesaid letters has approached this Court.



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3. The petitioner who has appeared in person submits that he has deposited the full value of the site on 20.03.2019 and later, he deposited the difference in sital value on 29.03.2023 soon after receiving a letter dated 18.11.2019 from the respondent. He therefore, contends that he is not liable to pay interest as claimed by the respondent.

4. The learned counsel for the respondent submits that as per the letter of allotment, the petitioner was bound to pay the balance sital value within sixty days, failing which, he was bound to pay interest at the rate of 18% per annum and if it was paid within 120 days, he was bound to pay interest at the rate of 21% per annum. He contends that the claim made is only the interest on the delay in depositing the sital value which is 1612 days. He therefore, submits that the impugned demand of Rs.3,07,954/- is just and proper and does not call for any interference.

5. The petitioner who has appeared in person contended that the respondent has issued a Circular that in respect of those allottees who are allotted sites in 'Nadaprabhu Kempegowda Layout' in the year 2016 and 2018, if there is any



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delay in depositing the sital value, then the same can be regularized by collecting interest at the rate of 12% per annum from the day it became due till the date the payment is made. He therefore, submits that assuming that he is liable to pay interest, then the interest cannot exceed 12% per annum as is done in various other cases. He therefore, prays that the impugned communications be set at nought and the respondent be directed to re-calculate the interest at the rate of 12% per annum from the day it became due till the date it was paid.

6. I have considered the submissions of the petitioner as well as the learned counsel for the respondent.

7. As per the Bangalore Development Authority (Allotment of Sites) Rules, 1984, every allottee of a site is bound to pay the balance allotment price within 45 days from the date of receipt of the letter of allotment and in default, is bound to pay interest at the rate of 18% per annum for the first 30 days and at the rate of 21% per annum for a period of 120 days. If the amount is not paid within the grace period, the allotment is bound to cancelled.



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8. In so far as allotment of sites in 'Nadaprabhu Kempegowda Layout', the respondent has carved out an exception by agreeing to receive the balance sital value along with interest at the rate of 12% per annum from the day it became due till the date the amount was paid. This could be due to the various litigations that were pending before this Court, which ultimately reached finality in the year 2024. Therefore, there is no reason why the petitioner should not be extended the said benefit.

9. In that view of the matter, the petition is ***allowed-in-part***. The impugned letter bearing No.ಬೆಂಪ್ರಾ/ಉಕಾ-2/ /2024-25 dated 21.05.2024 and the letter bearing No.ಬೆಂಪ್ರಾ/ಉಕಾ-2/ /2024-25 dated 18.03.2025 issued by the respondent are quashed. Consequently, the respondent is directed to recalculate the interest payable by the petitioner from the day the amount became due till the day it was paid, at the rate of 12% per annum, not only in respect of the site allotted but also in respect of the differential sital area, within a period of two months from the date of receipt of a copy of this Order.



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10. The petitioner shall pay the interest within one month from the date of the respondent raising a demand in that regard. The respondent shall execute a lease-cum-sale agreement in favour of the petitioner within three months thereafter.

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

PMR
List No.: 1 SI No.: 53