



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 21871 OF 2022 (BDA)

BETWEEN:

SRI. M.B. SOMANNA
S/O. BORAIHAH,
AGED ABOUT 78 YEARS,
R/AT NO.45, MIG MAGADI ROAD,
1ST STAGE, A.D. HALLI,
BENGALURU-560 079.

...PETITIONER

(BY SRI. SUNDARESH H.C., ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
BY ITS SECRETARY
HOUSING AND URBAN DEVELOPMENT,
VIKASA SOUDHA,
BENGALURU-560 001.
2. THE COMMISSIONER
BANGALORE DEVELOPMENT AUTHORITY,
T. CHOWDAIAH ROAD,
KUMARA PARK WEST,
BENGALURU-560 020.
3. THE DEPUTY SECRETARY - III
BANGALORE DEVELOPMENT AUTHORITY,
T. CHOWDAIAH ROAD,
KUMARA PARK WEST,
BENGALURU-560 020.

...RESPONDENTS

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



SRI. B.S.KARTHIKEYAN, ADVOCATE FOR RESPONDENT NOS.2 AND 3)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE ENDORSEMENT BEARING NO. BDA/DS-III/T-795/2021-22, DATED 18.10.2022 ISSUED BY THE 3RD RESPONDENT VIDE ANNEXURE-H AND ETC.

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 challenged an endorsement bearing No.ಬೆಂಗಳೂರು/ಲಸಕಾ-3/T-795/2021-22 dated 18.10.2022 issued by respondent No.3, by which a demand draft for a sum of Rs.1,45,000/- was returned to him. He has also sought for a writ in the nature of mandamus to direct the respondent - BDA to consider his representation dated 14.09.2022 as per the orders passed by this Court in W.P.No.15471/2020 dated 23.12.2020 and W.P.No.38405/2018 dated 22.04.2019.

2. (i) The petitioner filed an application seeking allotment of a site, measuring 40' x 60' under the Scheduled Caste category. He was thereafter allotted a Site No.215, measuring 40' x 60' at J.B. Kawal, Rajiv Gandhinagar, Nandini



Layout, Bengaluru, under the Scheduled Caste category. The total cost of the site was Rs.1,45,000/- and after deducting the initial deposit of Rs.3,440/-, the petitioner was required to deposit the balance amount of Rs.1,41,460/- within the time stipulated under the Bangalore Development Authority (Allotment of Sites) Rules, 1984 (henceforth referred to as 'Rules, 1984'). Petitioner contends that under Rules, 1984, if an allottee belongs to Scheduled Caste or Scheduled Tribe, he is entitled to deposit the balance sital value within three years from the date of communication of the letter of allotment. Petitioner claims that the issue relating to allotment of sites in Jarakabandekaval was pending before various Courts and the allottees were not allowed to take possession. Therefore, the petitioner claims that he could not deposit the balance sital value within time. He thereafter deposited the entire sital value of Rs.1,45,000/- on 19.01.2005 along with a representation to accept it. Thereafter, the petitioner went on approaching the respondent - BDA with a request to execute a sale deed. The petitioner thereafter, on coming to know of certain orders passed by this Court in W.P.No.2294/2022, requested the respondent - BDA by a representation dated 14.09.2022 to



extend the benefit that was granted by this Court to the petitioner in W.P.No.2294/2022. The respondent No.3 in terms of an endorsement dated 18.10.2022 rejected the request of the petitioner for execution of the sale deed on the ground that the petitioner deposited the sital value after nearly nine years from the date of allotment and was therefore, not entitled for allotment of site and returned the demand draft to the petitioner.

(ii) Petitioner contends that in the years 2007 and 2010, the respondent No.2 had issued Circulars to accept the balance sital value with interest at the rate of 21% per annum from the allottees, who had not deposited the amount within the stipulated time. He also contends that in similar circumstances, this Court in W.P.No.15471/2020 and W.P.No.38405/2018 granted the benefit to the allottees. The petitioner is therefore, before this Court challenging the endorsement dated 18.10.2022 issued by the respondent No.3, by which a demand draft for a sum of Rs.1,45,000/- was returned to him. He has also sought for a writ in the nature of mandamus to consider his representation dated 14.09.2022 as



per the orders passed by this Court in W.P.No.15471/2020 dated 23.12.2020 and W.P.No.38405/2018 dated 22.04.2019.

3. The learned counsel for the petitioner submitted that this Court on various occasions had shown indulgence to the allottees by directing payment of interest for the delayed period. He therefore, submits that the petitioner be put on terms and that the petitioner is willing to pay interest at the rate of 21% per annum as stipulated in the Circulars dated 18.10.2007 and 18.11.2010. He also submits that the respondent - BDA having received a sum of Rs.1,45,000/- in the year 2005 has woken up from slumber almost 17 years thereafter and has issued the impugned endorsement on 18.10.2022. He contends that since the site in question is not allotted to anybody, a direction be issued to the respondent - BDA to receive the balance sital value and convey the site in question to the petitioner.

4. The petition is orally opposed by the learned counsel for the respondent Nos.2 and 3, who contends that under the Rules, 1984, the maximum period within which a person belonging to Scheduled Caste could deposit the balance



sital value is three years from the date of receipt of notice of allotment. He contends that the petitioner was fully aware of the conditions of allotment, which is mentioned in the letter of allotment itself and therefore, it was incumbent upon the petitioner to deposit the balance sital value within the time stipulated. He submits that since the petitioner has not done so but has waited for nearly nine years and thereafter, deposited a sum of Rs.1,45,000/-, the allotment stood cancelled on its own for non-payment of the balance sital value. He contends that in similar circumstances, the Hon'ble Apex Court in ***The Commissioner, Bengaluru Development Authority vs. T. Seetharamappa (Dead) Through LRs. [SLP (C) Nos.13871-13872/2021]*** and ***The Bangalore Development Authority vs. Gundappa R [Civil Appeal No.2884/2022]*** held that it is the duty of every allottee to deposit the balance sital value within the time prescribed and failure to deposit such money within the time prescribed should entail in cancellation of the allotment. He therefore, submits that the issue raised in this petition is no longer *res integra* and the petitioner is not entitled to any relief. Besides this, he contends that the site is already allotted to a third party and



therefore, no orders could be passed in favour of the petitioner directing the allotment of the site in question.

5. I have considered the submissions of the learned counsel for the petitioner as well as the learned counsel for the respondent Nos.2 and 3.

6. The rules relating to allotment of sites by the respondent No.2 is prescribed in the Rules, 1984. Rule 13 of the Rules, 1984 reads as follows:-

"13. Conditions of allotment and sale of site.- The allotment of a site under these rules shall be subject to the following conditions:

(1) The allottee shall, within a period of sixty days from the date of receipt of notice of allotment pay to the Authority, the balance sital value deducting the initial deposit. If the balance sital value is not paid within a period of sixty days, the Authority may on application of the allottee, extend the time for payment for a further period not exceeding one hundred twenty days as a final chance and the allottee shall pay an additional interest at the rate of eighteen per cent on the balance sital value for the first thirty days of the extended period and at the rate of twenty-one per cent for the next ninety days of the



extended period. If the amount is not paid within such extended period also, the registration fee shall be liable to be forfeited and the allotment may be cancelled without prior intimation:

Provided that where an allottee is a person belonging to.-

(a) the Scheduled Castes and Scheduled Tribes, Category I, or to a family of a defence personnel killed or disabled during hostilities and who has been allotted a site of 6x9 M and 9x12 M or 12x18 M dimensions; or

(b) belonging to economical weaker section of the society as notified by Government from time to time, and who has been allotted a site of 6x9 M dimension,

the balance of the value of the site required to be paid under this sub-rule shall be paid by him or her without interest, within a period of three years in equal annual installments from the date of receipt of the notice of allotment.

Provided further that, where an allottee of Nadaprabhu Kempegowda Layout is a person belonging to:

(a) The Schedule Castes and Scheduled Tribes or Category-1 who has been allotted a site of



15 x 24 meters, the allottee, if not remitted shall within a period of one year from the date of commencement of the Bengaluru Development Authority (Allotment of Sites) (Amendment) Rules, 2018, pay 50% to the Authority, the balance sital value deducting the initial deposit, 25% on second year and another 25% on third year totally, three installments in three years;

(b) If the balance sital value is not paid within such extended period also, the registration fee shall be liable to forfeiture and the allotment cancelled without prior intimation.

Provided that in case of allotment made from 1-1-2002 till the date of publication of these rules the balance of the value of the site required to be paid under this rule shall be paid by him or her without interest within a period of six months from the date of receipt of the notice.

(2) After payment under sub-rule (1) is made, the Authority shall call upon the allottee to execute a lease-cum-sale agreement in Form III. If the allottee fails to execute the lease-cum-sale agreement within 60 days after the authority has called upon him to execute such agreement, the registration fee paid by the allottee may be forfeited, and the allotment of the site cancelled, and the amount paid by the allottee,



may be refunded by the Authority after deducting such expenditure as might have been incurred by the authority:

Provided that the authority may on application of the allottee permit him/her to execute a lease-cum-sale agreement in Form III in the joint name of the allottee and him/her spouse.

(2-A) Wherever the allottee is married, the lease-cum-sale agreement in Form III shall be executed jointly in the name of the allottee and his/her spouse.

(3) Every allottee shall construct a building on the site so allotted in accordance with the plans and designs approved by the authority.

(4) The Authority may impose additional conditions in the lease-cum-sale deed as may be considered necessary.

(5) Until the site is conveyed to the allottee, the amount paid by the allottee for the purchase of the site shall be held by the authority as security deposit for the due performance of the terms and conditions of the allotment and the lease-cum-sale agreement entered into between the authority and the allottee.



(6) The allottee shall comply with the conditions of the agreement executed by him and the buildings and other bye-laws of the authority or the Corporation, as the case may be for the time being in force.

(7) The allottee shall construct a building within a period of five years from the date of execution of the agreement or such extended period as the Authority may in any specified case by written order permit. If the building is not constructed within the said period the allotment may after reasonable notice to the allottee be cancelled, the agreement revoked, the lease determined and the allottee evicted from the site by the authority and after forfeiting twelve and half per cent of the value of the site paid by the allottee the authority shall refund the balance to the allottee.

(8) (i) On the expiry of the period of ten years from the date of the lease-cum-sale agreement and if the allotment has not been cancelled or the lease has not been determined in accordance with these rules or the terms of the agreement the authority shall by notice call upon the allottee to get the sale deed of the site executed at his own cost within the time specified in the said notice.



(ii) If the allottee fails to get the sale deed executed within the time specified the authority shall itself execute the same and recover the cost and other charges if any incidental thereto from the allottee.

(9) With effect from the date of taking possession of the site, the allottee or his legal heirs and successors shall be liable to pay the taxes, fees and cesses payable in respect of the site and any building erected thereon.

(10) If the particulars furnished by the applicant in the prescribed application form for allotment of site are found to be incorrect or false, the sital value deposited shall be forfeited and the site shall be resumed by the authority."

7. A perusal of the letter of allotment in favour of the petitioner indicates that the petitioner was bound to deposit the balance sital value within ninety days and there was a provision to deposit the balance sital value within sixty days thereafter by paying interest at the rate of 18% per annum and within 150 days thereafter by paying interest at the rate of 21% per annum. However, the petitioner did not avail any of these opportunities. He did not even avail the benefit of extended time of three years. On the contrary, the petitioner without



showing any inclination to deposit the money within a reasonable time or at least within three years time prescribed under the proviso to Rule 13 of Rules, 1984, deposited the balance sital value on 19.01.2005. Ideally, the respondent - BDA must have refused to receive the balance sital value. Nonetheless, the respondent - BDA has received the same in the year 2005 and thereafter, when the petitioner started escalating the issue for getting a sale deed executed, the respondent - BDA has realized that the receipt of the balance sital value was itself a mistake and thereafter, has issued the impugned endorsement returning the said sum of Rs.1,45,000/-. As rightly contended by the learned counsel for the respondent Nos.2 and 3, the very same issue was extensively considered by the Hon'ble Apex Court in the case of ***The Commissioner, Bengaluru Development Authority vs. T. Seetharamappa (Dead) Through LRs. [SLP (C) Nos.13871-13872/2021]*** and ***The Bangalore Development Authority vs. Gundappa R [Civil Appeal No.2884/2022]*** and consequently, the petitioner is not entitled to the allotted site. Therefore, no indulgence can be



shown to the petitioner to direct respondent - BDA to allot the site by accepting the balance sital value.

8. However, the respondent No.2 has received a sum of Rs.1,45,000/- on 19.01.2005 and has not taken any action to refund the said sum for nearly 17 years, which was also after the petitioner pursued the respondent No.2 for conveyance of the site. Therefore, the respondent No.2 is bound to refund the money along with a reasonable amount of interest.

9. Having regard to the fact that respondent No.2 had mentioned in the letter of allotment that an allottee is liable to pay interest at the rate of 18% per annum if the balance sital value is not paid within sixty days and at the rate of 21% per annum if the balance sital value is not paid within 150 days, it is appropriate to direct the respondent No.2 to pay interest on Rs.1,45,000/- at the rate of 12% per annum from 19.01.2005 till 18.10.2022. This shall be complied by the respondent No.2 within a period of two months from the date of receipt of a certified copy of this Order.

10. The petition stands **disposed off** on the above terms.



NC: 2026:KHC:33483
WP No. 21871 of 2022

11. In view of disposal of the petition, pending I.As., if any, do not survive for consideration and the same stand disposed off.

Sd/-
(R. NATARAJ)
JUDGE

PMR
List No.: 1 Sl No.: 37