

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1st DAY OF OCTOBER, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

WRIT APPEAL NO. 1308 OF 2023 (BDA)

BETWEEN:

SMT. MOHINI
W/O LATE C. ANANTHA NARAYANA,
AGED ABOUT 70 YEARS,
R/AT NO.323, 3RD 'A' CROSS ROAD,
2ND BLOCK, 3RD STAGE,
BASAVESHWARA NAGAR,
BANGALORE-560001.

...APPELLANT

(BY SRI. KALYAN R., ADVOCATE)

AND:

1. BANGALURU DEVELOPMENT AUTHORITY
BY ITS COMMISSIONER
T. CHOWDAIAH ROAD,
KUMAR PARK WEST,
BENGALURU-560020.
2. MS. VANI
D/O LATE C. ANANTHA NARAYANA,
AGED ABOUT 50 YEARS,
3. MS. JAYASHREE
D/O LATE C. ANANTHA NARAYANA,
AGED ABOUT 47 YEARS,
4. MR. C. KRISHNA PRASAD
S/O LATE C. ANANTHA NARAYANA,
AGED ABOUT 45 YEARS,

Digitally signed
by
NAGARATHNA
M
Location: High
Court of
Karnataka



RESPONDENT NOS.2 TO 4 ARE
R/AT NO.323, 3RD 'A' CROSS ROAD,
2ND BLOCK, 3RD STAGE,
BASAVESHWARA NAGAR,
BANGALORE-560001.

5. ADDITIONAL DISTRICT REGISTRAR
BENGALURU DEVELOPMENT AUTHORITY,
KUMARA PARK WEST,
BENGALURU-560001.
6. DR. N. RAMA MURTHY
S/O LATE H. NAGAPPA,
AGED ABOUT 63 YEARS,
NO.647, 10TH B MAIN ROAD,
4TH BLOCK, JAYANAGAR,
BENGALURU-560011.

...RESPONDENTS

(BY SRI. K. KRISHNA, ADVOCATE FOR R1;
SRI. M.V. MANJUNATH, ADVOCATE FOR R3;
SRI. VIKAS ROJIPURA, AGA FOR R5 - STATE;
SRI. SHREEDHAR G. BIDRE, ADVOCATE FOR
SRI. RAGHAVENDRA G. GAYATRI, ADVOCATE FOR R6;
V/C/O DATED 28.03.2024, R2 AND R4 ARE
SERVED AND UNREPRESENTED)

THIS WRIT APPEAL IS FILED U/S 4 OF THE
KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE
THE ORDER DATED 22.9.2023 IN W.P. No.1092/2018
PASSED BY THE LEARNED SINGLE JUDGE AND
CONSEQUENTLY TO DISMISS THE WRIT PETITION FILED
BY THE WRIT PETITIONER AND ETC.

THIS WRIT APPEAL HAVING BEEN HEARD AND RESERVED
ON 22.07.2026, COMING ON FOR PRONOUNCEMENT, THIS
DAY, **VENKATESH NAIK T. J.**, PRONOUNCED THE
FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE VENKATESH NAIK T)

This writ appeal is filed by the appellant, Smt. Mohini, challenging the Order dated 22.09.2023 passed by the learned Single Judge in W.P.No.1092/2018 (BDA).

2. Brief facts of the case are as under:

The then City Improvement Trust Board (for short, 'CITB') had notified certain lands for acquisition for the formation of an industrial area. Under the said notification, the land of one Anantha Narayana, husband of the appellant bearing Site No.30/A, formed in Sy.No.179/4 (old Sy.No.25) of Kethamaranahalli Village, Rajaji Nagar, was also notified. Thereafter, the CITB passed a resolution to execute re-conveyance deeds in respect of several properties. In the said resolution, Site No.30/A was also a subject matter of discussion.

3. The husband of the appellant, Anantha Narayana, had submitted a representation to the CITB to execute a re-conveyance deed pursuant to the resolution passed by the CITB. Thereafter, an endorsement came to be issued directing

him to obtain a decree from the competent Civil Court declaring his title. Accordingly, Anantha Narayana filed a suit in O.S.No.966/1974 for declaration of his title in respect of Site bearing No.30/A, and the said suit was decreed in his favour by the Civil Court. After securing the decree, Anantha Narayana approached the Bengaluru Development Authority (for short, 'BDA') for execution of the re-conveyance deed. Thereafter, the BDA issued a letter stating that, if an affidavit was filed within one month, a Site would be allotted at the old allotment rate.

4. On 20.04.2016, Anantha Narayana executed a registered relinquishment deed in favour of the BDA, relinquishing Site bearing No.30/A. Thereafter, the BDA executed a registered sale deed in favour of Anantha Narayana in respect of Site Nos.68, 69. In the meanwhile, the 6th respondent, Dr. N. Ramamurthy, filed a writ petition challenging the allotment letter in favour of Anantha Narayana in respect of Site No.68 (Old No.72) and seeking cancellation of the sale deed dated 21.04.2016 executed in favour of Anantha Narayana by the BDA. The learned Single Judge allowed W.P.No.1092/2018 and quashed the allotment letter dated 06.02.2016 and also set aside the sale deed dated 21.04.2016 executed by the BDA in respect of Site No.68 (old No.72) in

favour of Anantha Narayana. The appellant, being aggrieved by the order passed by the learned Single Judge, has preferred this writ appeal.

5. We have heard Sri Kalyan R., learned counsel for the appellant and Sri K.Krishna, learned counsel for respondent No.1, Sri M.V.Manjunatha, learned counsel for respondent No.3, Sri Vikas Rojipura, learned Additional Government Advocate for respondent No.5, Sri Shreedhar G. Bidre, learned counsel for Sri raghavendra G. Gayatri, learned counsel for respondent No.6.

6. Sri Kalyan R., learned counsel appearing for the appellant, contended that the BDA has not complied with the order dated 28.08.2008 in W.P.No.11356/2008 and the order dated 30.03.2009 in R.P.No.361/2008. The deceased Anantha Narayana was the husband of the appellant, who had executed a Will in respect of Sites bearing Nos.68 and 69 in favour of the appellant. After the death of Anantha Narayana, the khata in respect of Sites bearing Nos.68 and 69 has been transferred in the name of the appellant herein, and the BDA has issued a No Objection Certificate dated 26.11.2021 stating that it has no objection to transfer the khata in the name of the appellant.

7. It is contended that the learned Single Judge has not even referred to the registered Will executed by Anantha Narayana in favour of the appellant. Further, Site No.30/A, measuring 8,100 sq. ft., came to be notified by the then CITB for the formation of an industrial area way back in the year 1945-46. Subsequently, the CITB could not form a layout in several survey numbers, including Site No.30/A. Thereafter, the CITB passed a resolution dated 17.05.1961, vide Subject No.31, proposing to re-convey all the lands of Kethamaranahalli Village to the respective site owners. Thereafter, the CITB issued a letter to Anantha Narayana to obtain a decree from the Civil Court. Accordingly, Anantha Narayana obtained a decree of declaration dated 24.02.1976 in O.S.No.1965/1974 and submitted an application to the BDA, but the BDA failed to execute the re-conveyance deed. Thereafter, Anantha Narayana filed W.P.No.11356/2008 seeking writ of mandamus.

8. It is contended that the learned Single Judge allowed the writ petition with a direction to execute the re-conveyance deed. Later, the BDA filed Review Petition No.361/2008, which came to be disposed of vide order dated 30.03.2009, and the BDA passed a resolution dated 22.06.2011 to the effect that Site No.30/A be retained by the BDA for its

own use and a suitable alternative site of the same measurement be allotted to Anantha Narayana. Subsequently, Anantha Narayana filed Contempt Petition No.1350/2014, and thereafter, the BDA allotted Site bearing Nos.68 and 69 and other Sites to Anantha Narayana as per the resolution passed by the BDA. Thereafter, a sale deed dated 21.04.2016 came to be executed by the BDA in favour of Anantha Narayana. However, the learned Single Judge, without considering all these aspects, erroneously passed the order holding that the BDA could not have allotted more than one Site to Anantha Narayana. The finding recorded by the learned Single Judge is without application of mind and without looking into the documents placed before the learned Single Judge. It is further contended that the BDA had passed a resolution dated 22.06.2021 to retain Site bearing No.30/A, measuring 8,100 sq. ft., for its own use. Hence, Anantha Narayana executed a relinquishment deed dated 20.04.2016 by relinquishing all his rights in favour of the BDA in respect of land bearing No.30/A, measuring 8,100 sq. ft., and thereafter, a sale deed came to be executed by the BDA in favour of Anantha Narayana, and he was put in possession of the property.

9. It is further contended that the learned Single Judge failed to consider that the allotment was made on the ground that Rule 11-A of the Bangalore Development Authority (Allotment of Sites) Rules, 1984, (for short, 'Allotment Rules') does not permit the BDA to allot more than one site. However, in the present case, the BDA, in its Board meeting, had resolved to allot an alternative site in lieu of the relinquishment deed executed by Anantha Narayana in favour of the BDA. The said resolution was not passed under Rule 11-A of the Allotment Rules. The Board, by invoking the power vested in it under the Act, had passed the resolution and, in compliance with the Board's order, the Allotment Letter came to be issued. As the allotment of the alternative Site was made in lieu of the relinquishment of the property in favour of the BDA, and not by way of a regular allotment under Rule 11-A, the conditions contained in Rule 11-A are not applicable. It is further contended that the writ petition seeking cancellation of the Allotment Letter and sale deed is not maintainable, as it falls within the exclusive jurisdiction of the Civil Court. However, the learned Single Judge failed to consider this aspect. On all these grounds, learned counsel prayed to allow the appeal.

10. Learned counsel for the appellant relied on the following decisions:

- 1) *Satya Pal v. State of Madhya Pradesh and Others* [(2016) 10 SCC 767] [Paras 25 and 40]**
- 2) *Smt. Suguna Rajkumar v. Rajmal and Another* [ILR 2005 KAR 1583] [Paras 22 and 24]**
- 3) *Sri K. Raju v. Bengaluru Development Authority* [ILR 2011 KAR 120] [Paras 40, 41 and 44]**
- 4) *P. Muniraju v. The Commissioner and Others* [Writ Petition No.60447/2016]**
- 5) *Sri Rangappa and State of Karnataka and Others* [Writ Petition No.4324/2024] [Paras 30 to 33]**
- 6) *Sri Puttamma v. State of Karnataka and Others* [Writ Petition No.2617/2024] [Paras 25 to 32]**
- 7) *Sri Gopalkrishna H. v. Bengaluru Development Authority and Others* [Writ Petition No.19707/2023] [Paras 23 and 29]**
- 8) *Mrs. Laxmi v. Bengaluru Development Authority* [Writ Petition No.15200/2023] [Paras 13, 14 and 16]**

11. Sri K.Krishna, learned counsel for the BDA/respondent No.1 and Sri Vikas Rojipura, learned Additional Government Advocate for respondent No.5 vehemently

contended that respondent No.6/Dr. N.Ramamurthy had filed a writ petition to quash the allotment letter dated 06.02.2016 and the sale deed dated 21.04.2016 executed in favour of Anantha Narayana, i.e., the husband of the appellant and father of respondent Nos.2 to 4. In fact, the writ petition filed by respondent No.6/Dr. N. Ramamurthy was not maintainable. It is contended that the land belonging to the husband of the appellant was acquired by the BDA and there were Court proceedings culminating in the order passed in CCC.No.1350/2014 initiated by him against the BDA, pursuant to which the schedule Site as well as the adjacent Site No.69 was allotted in favour of Anantha Narayana, and the sale deeds were executed in his favour by the BDA. The BDA does not dispute the allotment of the schedule Site bearing old No.72 (New No.68) in favour of respondent No.6 on 12.09.2000.

12. Learned counsel for respondent No.6/Dr. N. Ramamurthy vehemently contended that respondent No.6 was allotted the schedule Site bearing old No.72, re-numbered as New Site No.68, carved out of Sy.Nos.25 and 28 of Bhoopasandra Village, RMV 2nd Stage, Further Extension, Bengaluru North Taluk, under the Allotment Letter dated 12.09.2000, and thereafter, respondent No.6 paid the

necessary sale consideration to the BDA on 07.12.2000. However, the BDA did not take further steps to execute a registered sale deed in favour of respondent No.6 in respect of the schedule Site, in view of W.P.Nos.1822/2003 filed by the landowners before this Court. The said writ petitions were dismissed on 10.05.2011 and the same were confirmed by the Division Bench in W.A.Nos.15859-15860/2011 on 05.09.2019. It is contended that respondent No.6 was awaiting the litigation to be concluded for the purpose of enabling the BDA to execute the necessary documents, including a registered sale deed, in his favour in respect of the schedule Site. However, during April 2016, respondent No.6 learnt that the schedule Site had been allotted in favour of the husband of the appellant (Anantha Narayana) on 06.02.2016 and a sale deed was executed in his favour by the BDA on 21.04.2016. Thus, learned counsel contended that the BDA had not only allotted, but executed a sale deed in favour of the husband of the appellant in respect of the schedule Site by designating it as Site No.68 (old No.72), but had also allotted the adjacent Site bearing No.73 (New No.69), situated to the west of the schedule Site, in favour of the husband of the appellant.

13. It is further contended that, as per the proposed layout plan, the schedule Site has been shown as Site No.72, which was re-designated as Site No.68 in the modified layout plan and was allotted in favour of the husband of the appellant by the BDA, which is illegal, since the schedule Site had already been allotted in favour of respondent No.6. Further, the allotment of the schedule Site in favour of the husband of the appellant is contrary to Rule 11-A of the Allotment Rules and the allotment of the schedule Site in favour of the husband of the appellant was illegal and contrary to the said Rules. Therefore, the learned Single Judge, considering the factual and legal aspects of the matter, rightly allowed the writ petition filed by respondent No.6 and cancelled the allotment and sale deed in the name of the husband of the appellant, which requires no interference by this Court.

14. Learned counsel for respondent No.6 relied on the following decisions:

- 1) ABL International Ltd. v. Export Credit
Guarantee Corporation of India Ltd.
[(2004) 3 SCC 553] [Para 23]**
- 2) State of U.P. v. Sudhir Kumar Singh
[(2021) 19 SCC 706] [Para 23]**

- 3) A. Shanmugam v. Ariya Kshatriya
Rajakula Vamsathu Madalaya
Nandhavana Paripalanai Sangam
[(2012) 6 SCC 430] [Paras 37, 38 and
42]**
- 4) Prem Singh v. Birbal [(2006) 5 SCC 353]
[Para 16]**

15. Having heard learned counsel for the parties, the following points arise for our consideration:

- 1. Whether the writ petition filed by respondent No.6 seeking quashing of the Allotment Letter and cancellation of the registered sale deed executed in favour of Anantha Narayana was maintainable under Article 226 of the Constitution of India?*
- 2. Whether the learned Single Judge was justified in setting aside the registered sale deed executed by the BDA in favour of Anantha Narayana in exercise of writ jurisdiction, when the remedy of approaching the competent Civil Court under Section 31 of the Specific Relief Act, 1963 was available to respondent No.6?*

16. Upon perusal of the entire material on record and consideration of the rival contentions, the material on record discloses that the Schedule Site bearing No.72 was allotted in favour of respondent No.6 on 12.09.2000 and he paid the

consideration amount to the BDA. The Schedule Site bearing No.72 is found in the proposed layout plan. These aspects are not disputed by the BDA. As per the case of the appellant, the then CITB had notified certain lands for acquisition for the formation of an industrial area and, as such, the land of Anantha Narayana (husband of the appellant), bearing No.30/A, formed in Survey No.179/4, was also notified, and the CITB passed a resolution to execute re-conveyance deeds in respect of certain lands. The CITB issued an endorsement to Anantha Narayana to obtain a decree from the Court regarding his title. Hence, he filed a civil suit in O.S.No.1965/1974 and obtained a decree declaring his title in respect of the land bearing Sy.No.30/A. However, the CITB and BDA failed to execute the re-conveyance deed in favour of Anantha Narayana. In the meanwhile, Anantha Narayana expired and his legal heirs were brought on record. The appellant is his wife, and respondent Nos.2 to 4 are his legal son and daughters. The appellant is claiming the Schedule Site based on the Will executed by her husband, Anantha Narayana.

17. As the BDA failed to execute the re-conveyance deed, Anantha Narayana filed Writ Petition No.11356/2008 seeking a writ of mandamus, and the said petition was allowed,

directing the BDA to execute the re-conveyance deed. In turn, the BDA also filed a review petition seeking review of the order passed in the writ petition. The review petition filed by the BDA was dismissed, and on 22.06.2011, the BDA passed a resolution to retain the land of Anantha Narayana for its own use and for allotment of alternative Sites. As such, on 20.04.2016, Anantha Narayana executed a registered relinquishment deed in favour of the BDA, relinquishing his Site bearing No.30/A, measuring 8,100 sq. ft. In turn, the BDA has allotted an alternate Site and also executed registered sale deeds in favour of Anantha Narayana in respect of two sites bearing Nos.68 and 69. In the meanwhile, respondent No.6 had filed a writ petition challenging the Allotment Letter and the sale deed executed in favour of Anantha Narayana.

18. The learned Single Judge allowed the writ petition and quashed the Allotment Letter and also set aside the sale deed executed by the BDA in respect of Site No.68 in favour of Anantha Narayana. The perusal of the Allotment Letter dated 06.02.2016 issued in favour of the husband of the appellant, i.e., Anantha Narayana, discloses that the same was issued in favour of Anantha Narayana in respect of Site No.68,

measuring 40 x 60 feet, at RMV, II Stage, Bhoopsandra. The contents of the allotment letter read as under:

ALLOTMENT LETTER

"After perusing the application filed by you, we are glad to inform you that Site No.68, Rajamahar Vilas Extension 2nd Stage (Sy.No.25 and 28 of Bhupasandra) has been allotted as against the land measuring 8100 sq.ft in Revenue Site No.30/A of Ketamahanahalli Village, by using the said extent by the Bangalore Development Authority and in alternative allot to you as per the Resolution No.385/10 of the Bangalore Development Authority dated 22.6.2011 vide Order of the Chairman/Commissioner No.7800 dated 01.02.2016 as per Bangalore Development Authority (Allotment of Site) Rules, 1984, subject to the following conditions:

CONDITIONS:

a) The format of Self affidavit is enclosed herewith.

You have to submit the same on Stamp Paper of Rs.20.00 duly sworn and attested. By filling the additional information form and the same has to be submitted within 15 days from the date of receipt of this allotment letter, failing which it will be presumed that you have refused the site allotted to you and by cancelling the allotment of site without issuing any notice, registration fee will be forfeited.

b) By deducting the Earnest Money Deposit from of the total Site Value of Rs._____ you have to pay the balance amount of Rs._____ within 60 days from the date of receipt of this allotment letter to the authority. If the balance amount is not paid, the allotment of site will be cancelled without giving any advance notice and registration fee will be forfeited.

c) In the case if failed to pay the balance amount within the stipulated 60 days, you have to obtain extension of time of 30 days by filing application to pay the balance amount along with interest at 18% and extended period of 30 days for payment of

balance amount along with interest at 21% in writing. If the balance amount is not paid within the stipulated period or within the extended period, the allotment of site will be cancelled without giving any advance notice and the registration fee paid earlier will be forfeited. (This condition is not applicable to alternative site).

d) The amount payable has to be paid by way of Demand Draft or by cash in the Canara Bank, Extension Branch situated in the premises of the Bangalore Development Authority or Indian Overseas Bank, Kumara Park West Branch and the information in that regard has to be furnished to the Bangalore Development Authority.

e) After making payment of the site amount as stated above, format of Absolute Sale Deed will be given. The allottee of the Site has to register such Absolute Sale Deed.

f) The measurement of the site as mentioned in this allotment letter is subject to verification at the time of handing over the possession certificate. The Site Value is Rs._____ at Rs._____ per Sq.ft.

Site No. and name of the Layout	Area of the Site (in square yards/square metres)	Amount paid as Earnest Money Deposit of the Site Value	Balance amount to be paid within 60 days
Site No.68, Rajamahal Vilas 2nd Stage (L. Sy. No.25 and 28 of Bhupasandra)	40 x 60 feet	Fee: R. Fee: Total:	2,000-00 600-00 2,600-00

Note:

- 1. Registration Card has to be returned.*
- 2. The attestation of the Photograph and signature in the enclosed format by the Gazette Officer and also 7 recent photographs are to be given.*
- 3. Copy of Ration Card or other documents are to be furnished for the evidence of the address.*

4. In the cases of allotment under Economically Backward Class/Schedule caste, the Income Certificate/Caste Certificate attested by the Tahsildar has to be furnished."

19. We have also perused the sale deed dated 20.04.2016 executed by the BDA in favour of Anantha Narayana in respect of the Schedule Site bearing No.68. The contents of the absolute sale deed executed by the BDA in favour of Anantha Narayana are as under:

ABSOLUTE SALE DEED

"THIS DEED OF ABSOLUTE SALE is made and executed on this 20th day of April, 2016 by the Deputy Secretary, Bangalore Development Authority, Bangalore, herein after referred to as VENDOR (this term shall do mean and include its successor and himself), party of the First Part in favour of Sri.C.Ananthanarayana S/o Late C.V.Achar, aged about 70 (Seventy) Years, residing at No.323, 3rd 'A' Cross Road, 2nd Block, 3rd Stage, Basaveshwaranagar, Bangalore-560079, hereinafter called the PURCHASER (this term shall include his legal heirs, executors, administrators and assigns), party of the Second Part witnesses as follows:-

Whereas the Bangalore Development Authority by using the land measuring 8100 Sq.ft in Sy.No.179/4 belonging to Sri.C.Ananthanarayana for commercial purpose and in alternative to the same, the Vendor has allotted the Site No.68 (Sixty eight) in Sy.No.25 and 28, of Bhoopasandra Village, Rajmahal Vilas, Further Layout, 2nd Stage morefully described in the Schedule hereunder vide Allotment Letter No.BDA/DS-4/RMV-2/68/2015-16 dated 06.02.2017 and Order Nos. R.P.361/2008 dated 28.08.2008 and 30.03.2008, as per the Resolution No.385/10 dated 22.06.2011 and the Order of the Commissioner No.7800 dated 01.02.2016, to the Purchaser (Second Party) free of cost as alternative to his land utilized.

NOW THIS DEED WITNESSES as follows: The Vendor has allotted free of cost to the owner and for the purpose of registration of the Site, the site value of Rs.500/- (Rupees five hundred only) has been mentioned. The Vendor has delivered the physical possession of the Schedule land to the Purchaser and handed over the entire Schedule land to the custody of the Purchaser. Henceforth the purchaser is at liberty to enjoy the schedule property free from all encumbrances, lawfully evicted encroachers, free from taxes or other dues and all the liabilities of whatsoever nature, claims of special rights, enjoyment rights, sub rights etc along with the family members exercising his own and absolute right over the same.

The Vendor hereby assure the Purchaser that they have not alienated the Schedule property more fully described hereunder in any manner to whomsoever and not subjected the said site(s) to encumbrances claiming either by Vendor or any person claiming through them.

Moreover, the Vendor hereby assure that in the event, if any litigations arise in future, the Vendor hereby undertake to make good of the same and confirm the sale in favour of the Purchaser and indemnify the purchaser for any claims, demands, loss and harm as a result of violation of the said Agreements or any one of the same and for the reason of violating the same.

This Sale Deed is subject to the concerned prescribed terms and conditions for surrendering the land voluntarily to the Bangalore Development Authority and the said terms and condition shall be treated as part and parcel of the Sale Deed."

20. As per the unofficial note of the BDA, the corrected dimension report in respect of Site No.72 has been submitted. The contents of the unofficial note are as under:

"1) With reference to the above subject, earlier 74 sites have been carved in the land bearing Sy.No.25 and 28 of Bhoopasandra Village, Kasaba Hobli, Bangalore North Taluk, out of which, in the year 2000 Authority allotted 52 sites and Sale Deeds have been issued. Thereafter, owner of the

land filed a case before the court, in the said case, the court has passed the Judgment in favour of the authority, accordingly, the Town Planning Member was requested to clear the unauthorized 4 A.C.Sheet Sheds existing thereon and took the same to the custody of the authority and prepare the draft layout plan in accordance to the extent of land available in Sy.No.25 and 28 as sites were formed earlier on the said land.

2) Accordingly, by considering the residential layout comprising of 69 residential sites in RMV 2nd Stage, Sy.No.25 & 28 of Bhoopasandra Village as Part of the further Extn of RMV 2nd Stage, accorded approval for the plan in Committee Meeting of the authority under Subject No.256/2011 dated 13.12.2011. As per the approved plan the area of 1881.20 sq.m has been reserved for Park, it was possible to form 69 sites only instead of 74 sites formed earlier. Hence the number of sites have been changed. (in this 32 intermediate sites 30 irregular dimensional sites and 7 corner sites are there.)

Sl. No.	Number of sites existing in the layout plan formed earlier	Number assigned as per the approved layout plan under Subject No. 256/2011
1	72	68

3) Deputy Secretary-4 requested vide letter cited at Ref (2) to send the Status Report for registering the Site No.2 in RMV 2nd Stage Layout in favour of Sri Dr.N.Ramamurthy. Accordingly, Site No.72 in RMV 2nd Stage further extended layout (Part) Sy.No.25 and 28. Bhoopasandra Village, which was the number of the layout plan formed earlier and the said has become 68 as per the approved layout plan, and the measurement of the Site is East to West; 12.19 M, North to South towards Eastern side 25.25M, towards Western side 20.15M, totally measuring 276.71 sq.metres and the boundaries of the site is as under:

East by: Site No.67

West by: Site No.69

North by: Road

South by: Private Property

4) *Correct Dimension Report along with Layout Plan is put up for order to submit the same to the Engineer Member-2 to verify once again about allotment of the said site earlier by the Authority and also about the cases filed in the Court."*

21. Thereafter, the BDA issued a corrected dimension report in respect of Site bearing No.72, measuring East to West 40 feet and North to South 82 feet plus 66.5 feet, totally measuring 2,460 square feet.

22. Thereafter, the BDA issued an Allotment Letter dated 06.02.2016, allotting Site bearing No.68 in favour of Anantha Narayana. On 20.04.2016, as per the resolution passed by the BDA, Anantha Narayana executed a relinquishment deed in respect of Site No.30/A and handed over the same to the BDA. On the same day, i.e., on 20.04.2016, the BDA also executed a sale deed in favour of Anantha Narayana in respect of Site No.68, measuring 40 x 60 feet.

23. Thereafter, the 6th respondent, Dr. N. Ramamoorthy, submitted a requisition vide Annexure-Q to the BDA. The contents of Annexure-Q are as under:

" I, the undersigned, was allotted subject site no. 72 on 11/09/2000 in the above Layout formed by BDA. This allotment was under the quota meant for Central Govt

Employees. I was a Class 1 Gazetted officer of the Central Govt then. Following Board Resolution No.256/2011 dated 13/12/2011, modification was done in the layout plan resulting in the site allotted to me being renumbered as site No. 68.

After necessary deposits were made following the allotment, I received a notice from the BDA asking me to submit a draft Absolute Sale Deed (ASD) on a stamp paper for verification and registration of the allotted site.

At the time of submitting my draft ASD to BDA, I was informed that litigations by erstwhile landlords are pending with regard to the land in which my site is located (i.e., Sy. No. 25) and that a temporary injunction order is in force due to which BDA will have to wait for the vacation of the injunction order for registration of the site.

With a series of litigations pursued by the erstwhile landlords, there was a continuum of injunctions issued by Courts in multiple legal proceedings due to which BDA could not issue ASD to me. Myself and other allottees were/are parties in these proceedings, and have been ably supporting the pleas of BDA by appointing a Senior Counsel. We are sailing with BDA in all the litigations against it by the erstwhile landlords. There is no conflict of interest between us and BDA.

As of date, there is a suit (O.S.No.5061/2000) and a writ appeal (WA 15859-60/2011) pending as regards land in Sy. No. 25. In the Writ Appeal WA 15859-60/2011 there was a subsisting interim order issued on 31/05/2012 which reads as follows:

".....In the meanwhile, Bangalore Development Authority not to precipitate any further action in respect of the subject land"

The above order from the Hon'ble High Court of Karnataka remains valid, operative and enforceable. It has not been vacated or modified till date.

I was rudely shocked and stunned to learn that the site allotted to me as early as 12th September 2000, i.e., 17 years ago, has been recently allotted to one Sri C. Anantha Narayana on 01/02/2016 as per BDA records and an ASD and Possession Certificate (PC) has also been issued to him thus creating third party rights.

The above act of BDA besides being a clear case of violation of court order amounting to a contempt of court, is liable to be cancelled as it is per se illegal and violative of law. No notice was served on me prior to allotment to Sri C Anantha Narayana. This act is in clear violation of established principles of natural justice.

Immediately on noticing the above mishap, I rushed to the office of BDA, met concerned Deputy Secretary (DS-4) and appraised her of the mistake and impressed upon her to take steps forthwith to rectify the situation by cancelling the allotment made to Sri C. Ananthanarayana. I must place on record that the said officer was not only polite and gentle but gave a patient and meaningful hearing. She was in agreement with the above and assured that expeditious and effective steps would be taken to remedy palpable errors. She said that this would take a fortnight. I volunteered to place the entire matter, on record and I am doing so by presenting this representation.

Under the aforesaid attendant facts and circumstance, BDA being a party to the above writ appeal and a contesting respondent, is bound by the interim orders of the Hon'ble High Court of Karnataka. I request your goodself to take cognizance of the above violation not only of law but of the court order and avert contempt proceedings by the appellants (erstwhile landlords) who have been waiting for an opportunity to malign and disrepute the BDA and its machinery. A swift action is warranted as immediate contempt proceeding may be initiated by the offended appellants during summer vacation for the courts itself. Hence, the allotment of site No.68 (old No. 72), to Sri. C. Ananthanarayana, may be cancelled immediately.

It is hoped and prayed that the above may kindly be taken note of seriously, and immediate remedial and corrective measures are taken in the interest of justice, equity, and fair play and avert the contempt proceedings."

24. The perusal of the aforesaid material available on record, clearly demonstrates that, since the CITB and the BDA had acquired the land of Anantha Narayana, the BDA,

alternatively, allotted Site No.68 in favour of Anantha Narayana and executed a registered sale deed in his favour.

25. The question that arises for our consideration is whether the cancellation of the registered Sale Deed dated 21.04.2016 introduced by way of amendment in the writ petition in the year 2022 was barred by limitation.

26. The Writ Petition No.1092/2018 was originally filed by respondent No.6 on 06.01.2018. Respondent No.6 admittedly, came to know of the execution of the registered Sale Deed dated 21.04.2016 in April of 2016. The amended Writ Petition seeking the cancellation of the Sale Deed dated 21.04.2016 was filed on 19.07.2022.

27. We notice that Article 59 of the Limitation Act, 1963 prescribes the period of limitation for a suit to cancel or set aside an instrument. The period of limitation is three years from the date on which the facts entitling the plaintiff to have the instrument cancelled first became known to him. In the instant case, the date of knowledge being April, 2016, the period of limitation for respondent No.6 to seek cancellation of the registered Sale Deed dated 21.04.2016 expired in April, 2019.

28. In the above view of the matter, we are of the opinion that the prayer for cancellation of the registered Sale Deed dated 21.04.2016, introduced by way of amendment in the writ petition was barred by limitation under Article 59 of the Limitation Act, 1963.

29. In any event, assuming that the amendment was not barred by limitation, we notice that the High Court in exercise of its powers under Article 226 of the Constitution, cannot cancel a Sale Deed.

30. It is a well-established principle of law that the remedy of a writ under Article 226 of the Constitution of India is extraordinary and discretionary. In exercise of writ jurisdiction, the High Court cannot be oblivious to the conduct of the party invoking such remedy. The fact that a party may have several remedies for the same cause of action, he must elect his remedy and cannot be permitted to indulge in multiplicity of actions. The exercise of discretion to issue a writ is a matter of granting equitable relief. It is a remedy in equity.

31. In the present case, the High Court was inclined to grant the relief in favour of the writ petitioner/6th respondent. When an efficacious and alternative statutory remedy is

available to the writ petitioner, he ought to have approached the Civil Court for cancellation of the sale deed executed in favour of the husband of the appellant, Anantha Narayana. Once the document is registered in favour of Anantha Narayana, it is not open to the Registering Officer to cancel such registration, even if his attention is drawn to some irregularity committed during the registration of the document. The aggrieved party can challenge the registration and validity of the document before the Civil Court. If a person is aggrieved by the execution of a registered sale deed in respect of the Schedule Site in favour of Anantha Narayana, his remedy is to seek appropriate relief before the Civil Court, and a writ petition is not the proper remedy.

32. Further, no writ petition can be entertained to decide disputes regarding title or disputed questions relating to title to immovable properties, between private individuals. Nor can the High Court in exercise of writ Jurisdiction grant declaratory reliefs declaring that a sale deed in favour of a party is *void ab initio* or that a sale deed in favour of another party is valid and binding. Nor can the High Court, without permitting parties to led evidence and without reference to actual physical possession declare that a particular person is in

possession. Therefore, title is a mixed question of law and fact. Therefore, the High Court cannot in a writ proceedings, inferentially hold that a party does not have the better title by declaring that his title deed is not valid.

33. Further, the question for consideration is whether, having executed the sale deed in favour of Anantha Narayana, as stated above, the BDA can pass an order cancelling the said deed or execute a deed of cancellation.

34. It is not in dispute that the BDA was the owner of Site No.68 and had executed a sale deed in respect of Site No.68 in favour of Anantha Narayana. Section 54 of the Transfer of Property Act, 1882, defines "sale" as under:

"Sale is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised."

35. When the owner of the property sells/conveys the property to a purchaser under a written document and gets the same registered, the right, title and interest in the said property are transferred from the owner to the purchaser upon registration of the said document. Thus, once such sale takes

place, the transfer is complete, and the vendor of the property ceases to be the owner of the property. The effect of registration of an instrument not only affects the rights of the parties to the instrument but also affects the parties who may claim under them. Thus, it is just and necessary to analyse Section 31 of the Specific Relief Act, 1963, which provides for cancellation of written instruments, as under:

"31. When cancellation may be ordered.—

(1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable; and the court may, in its discretion, so adjudge it and order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation."

36. Thus, it is clear that when a sale deed is executed and registered, the owner completely loses his right over the property and the purchaser becomes the absolute owner. It cannot be nullified by executing a deed of cancellation, because by execution and registration of the sale deed, the property is vested in the name of the purchaser and the title cannot be divested by mere execution of a deed of cancellation.

Therefore, even by consent or agreement between the purchaser and the vendor, the said sale deed cannot be annulled. If the purchaser wants to give back the property, it has to be by another deed of conveyance. Thus, it is only the Court which can cancel the deed duly executed, under the circumstances mentioned in Section 31 and other provisions of the Specific Relief Act, 1963. Therefore, the power to cancel the deed vests with the Court and cannot be exercised by the vendor of the property. After execution and registration of the sale deed, the BDA cannot determine the validity of the sale deed. It can neither execute a cancellation deed unilaterally. If the BDA is of the view that the sale deed executed by it is contrary to law, it has to approach the Civil Court for its cancellation, as provided under Section 31 of the Specific Relief Act. Therefore, the High Court cannot allow its constitutional jurisdiction to be used for deciding disputes for which remedies under the general law, civil or criminal, are available.

37. In ***Binny Mill Labour Welfare House Building Co-operative Society Limited v. D.R. Mruthyunjaya Aradhya*** reported in ***ILR 2008 KAR 2245***, this Court held that once a sale deed is executed and registered, the vendor completely loses his right over the property and cannot

thereafter divest the purchaser's title by unilaterally executing a deed of cancellation. The power to cancel a registered instrument vests exclusively in the Court, to be exercised under Section 31 of the Specific Relief Act, 1963, and cannot be exercised by the vendor.

38. This position was further affirmed in **Sri K. Raju v. Bangalore Development Authority** reported in **ILR 2011 KAR 120**, wherein this Court held as follows:-

*44. It is thus clear that when the sale deed executed and registered, the owner completely loses his right over the property and the purchaser becomes the absolute owner. It cannot be nullified by executing a deed of cancellation because by execution and registration of a sale deed, the properties are being vested in the purchaser and the title cannot be divested by mere execution of a deed of cancellation. Therefore, even by consent or agreement between the purchaser and the vendor, the said sale deed cannot be annulled. If the purchaser wants to give back the property, it has to be by another deed of conveyance. If the deed is vitiated by fraud or other grounds mentioned in the Contract Act, there is no possibility of parties agreeing by mutual consent to cancel the deed. It is only the Court which can cancel the deed duly executed, under the circumstances mentioned in Section 31 and other provisions of the Specific Relief Act, 1963. **Therefore, the power to cancel the deed vests with a Court and it cannot be exercised by the vendor of a property. After execution and registration of the sale deed, the BDA cannot determine the validity of the sale deed. It can neither execute a cancellation deed unilaterally. If the BDA is of the view that the sale deed executed by it is contrary to law, it has to approach the Civil Court for its cancellation as provided under Section 31 of the Specific Relief Act, Point No. (ii) is answered accordingly.***

39. The Hon'ble Apex Court in the case of **Roshina T. V/s Abdul Azeez K.T. and Others** reported in **(2019) 2 SCC 329** in paragraph No.9, 11, 12, 13 and 14 held that

9. In our considered opinion, the writ petition filed by Respondent 1 under Articles 226/227 of the Constitution of India against the appellant before the High Court for grant of relief of restoration of the possession of the flat in question was not maintainable and the same ought to have been dismissed in limine as being not maintainable. In other words, the High Court ought to have declined to entertain the writ petition in exercise of extraordinary jurisdiction under Articles 226/227 of the Constitution for grant of reliefs claimed therein.

11. In the light of such background facts arising in the case, we are of the considered opinion that the filing of the writ petition by Respondent 1 herein against the appellant herein under Articles 226/227 of the Constitution of India in the High Court, out of which this appeal arises, was wholly misconceived.

12. The question as to who is the owner of the flat in question, whether Respondent 1 was/is in possession of the flat and, if so, from which date, how and in what circumstances, he claimed to be in its possession, whether his possession could be regarded as legal or not qua its real owner, etc. were some of the material questions which arose for consideration in the writ petition.

13. These questions, in our view, were pure questions of fact and could be answered one way or the other only by the civil court in a properly constituted civil suit and on

the basis of the evidence adduced by the parties but not in a writ petition filed under Article 226 of the Constitution by the High Court.

14. *It has been consistently held by this Court that a regular suit is the appropriate remedy for settlement of the disputes relating to property rights between the private persons. The remedy under Article 226 of the Constitution shall not be available except where violation of some statutory duty on the part of statutory authority is alleged. In such cases, the Court has jurisdiction to issue appropriate directions to the authority concerned. It is held that the High Court cannot allow its constitutional jurisdiction to be used for deciding disputes, for which remedies under the general law, civil or criminal are available. This Court has held that it is not intended to replace the ordinary remedies by way of a civil suit or application available to an aggrieved person. The jurisdiction under Article 226 of the Constitution being special and extraordinary, it should not be exercised casually or lightly on mere asking by the litigant.*

40. The Hon'ble Apex Court in the case of **Satya Pal Anand V/s State of M.P. and Others** reported in **(2016) 10 SCC 767**, has held that it is not intended to replace the ordinary remedies by way of a civil suit or application available to an aggrieved person. The jurisdiction under Article 226 of the Constitution, being special and extraordinary, should not be exercised casually or lightly merely on the asking of the litigant. Such issues necessarily require adjudication before a Civil Court

and do not attract the limited jurisdiction. Therefore, the adjudication of civil rights and invalidation of a concluded transaction cannot be undertaken in writ proceedings.

41. The appropriate remedy for the writ petitioner/6th respondent is to institute a comprehensive civil suit seeking appropriate declaratory and consequential reliefs. Therefore, the writ petition filed by respondent No.6 was not maintainable and is liable to be dismissed, reserving liberty to respondent No.6 to avail such remedy as is available to him in law before the competent Civil Court.

42. Insofar as, the contention of learned counsel for 6th respondent is concerned, that the allotment of the Schedule Site in favour of the husband of the appellant is illegal and contrary to Rule 11-A of the Allotment Rules. Rule 11-A of the Allotment Rules empowers the BDA to allot an alternative Site to an allottee if the authority is unable to hand over possession of the originally allotted Site due to reasons not attributable to the allottee (such as litigation, land denotification, or default by the BDA).

43. A reading of Rule 11-A of the Allotment Rules provides that first, there must be a site allotted to an "allottee".

Rule 2 of the Allotment Rules describes an 'allottee' as person to whom a site is allotted under the Allotment Rules. The Authority must be unable to hand over possession of that originally allotted site and the inability must arise from stay orders of the Courts or any other reason not attributable to the allottee.

44. In the instant case, Shri. Anantha Narayana was not an allottee of any site, he was the erstwhile owner of Site No.30/A, measuring 8,100 sq. ft., at Kethamaranahalli, acquired by the CITB in 1945-46 for the formation of an industrial area which was never in fact formed. His entitlement to sites in exchange arose from Board's resolution dated 22.06.2011, passed pursuant to the orders of this Court dated 28.08.2008 in W.P.No.11356/2008 and 30.03.2009 in R.P.No.361/2008, which had directed the BDA to execute a re-conveyance deed or, failing that, to consider allotment of an alternative site if he was so entitled. Pursuant to the Order of the Court and following the registered Sale Deeds dated 21.04.2016 executed by Shri. Anantha Narayana in respect of his rights over Site No. 30/A, that Sites Nos. 68 and 69 came to be allotted in his favour by Relinquishment Deed dated 21.04.2016. The allotment was made in discharge of the BDA's

compensation obligation flowing from the acquisition and the said court orders, and not in exercise of the power under Rule 11-A of the Allotment Rules.

45. We notice that the finding of the learned Single Judge that the allotment of Sites No.68 and 69 in favour of Shri. Anantha Narayana was contrary to Rule 10 read with Rule 11-A of the Allotment Rules, proceeds on the assumption that the allotment was made under Rule 11-A of the Allotment Rules. However, since the allotment of the sites in question are not covered by the Allotment Rules, the restriction on allotting more than two sites does not apply either. Therefore, the finding of the learned Single Judge cannot be sustained.

46. Whereas, in the instant case, the BDA had acquired the land bearing Site No.30/A measuring 8100 sq. ft. and in the alternative, it has allotted two sites. Therefore, it is nobody's case that, the BDA had allotted a Site to Anantha Narayana and the BDA unable to hand over possession of the Site already allotted, due to several reasons. Therefore, the contentions raised by the 6th respondent, insofar as allotment of double Site is contrary to Rules, has no merit consideration. However, since the writ petitioner states that the sale consideration was

paid by him on 12.09.2000 and 06.12.2000, we are of the opinion that he is entitled to the refund of the said sale consideration.

With these observations, we proceed to pass the following:

ORDER

- i. The writ appeal is ***allowed***.
- ii. The order dated 22.09.2023 passed in W.P.No.1092/2018 is hereby set aside.
- iii. The sale consideration paid by the writ petitioner shall be returned with interest at the rate of 12% per annum to the writ petitioner by the BDA.
- iv. Pending interlocutory applications, if any, do not survive for consideration and stand disposed of.
- v. No order as to costs.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

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