



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 25344 OF 2022 (LA-KIADB)

BETWEEN:

1. MRS. MANGALA GOWRI
W/O SRI SUNDRE GOWDA
AGED ABOUT 57 YEARS,
2. MR. SUNDARE GOWDA
S/O BORAIHAH
AGED ABOUT 68 YEARS,

BOTH ARE RESIDING AT NO.54
"ANUGRAHA", III CROSS
GAVIPURAM EXTENSION
BANGALORE-560019

...PETITIONERS

(BY SRI. R.K.THONTADHARYA, ADVOCATE)

AND:

Digitally signed
by
HEMALATHA J
Location: HIGH
COURT OF
KARNATAKA

1. THE SPECIAL LAND ACQUISITION OFFICER
KIADB, BANGALORE
NO.49. 4TH AND 5TH FLOOR,
EAST WING, KHANIJA BHAVANA
RACE COURSE ROAD,
BENGALURU-560001
2. THE SPECIAL DEPUTY COMMISSIONER
KIADB (BMICP METRO)
NRUPATHUNGA ROAD
BENGALURU-560001

...RESPONDENTS

(BY SRI. P.V.CHANDRASHEKAR, ADVOCATE FOR RESPONDENT
NOS.1 AND 2;

SRI. ANAND R.B., FOR PROPOSED RESPONDENT NO.3)



THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE ENDORSEMENT DATED 16.07.2022 IN NO.BANGALORE/Vi Bhoo. Swa/AA-2/179/2022-23 ISSUED BY THE 1ST RESPONDENT (ANNEXURE-A) AND ETC.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE R. NATARAJ

ORAL ORDER

The petitioners have sought for a writ in the nature of certiorari to quash the endorsement bearing No.ಬೆಂಗಳೂರು/ವಿಭೂಸ್ವಾ-2/179/2022-23 dated 16.07.2022 issued by respondent No.1. They have also sought for a direction to respondent No.1 to disburse the entire compensation of Rs.3,94,20,000/- to them along with interest at the rate of 15% per annum from 19.11.2009 i.e., the date of taking possession till the date of disbursement.

2. (i) The petitioners claim that petitioner No.1 is the owner of land measuring 4 acres 17 guntas including kharab bearing Sy.No.31 of Vaddarapalya Village, Uttarahalli Hobli, Bengaluru South Taluk. While, petitioner No.2 is the



owner of the land measuring 10 guntas bearing Sy.No.31 of Vaddarapalya Village, Uttarahalli Hobli, Bengaluru South Taluk. The petitioners claim that the erstwhile landowner of the aforesaid land namely, Smt. Chikkamarakka executed an agreement of sale dated 06.03.1995 in favour of the petitioner No.1 in respect of 04 acres 17 guntas including 01 acre 38 guntas kharab as stated above. Subsequent to the receipt of the entire sale consideration, a power of attorney dated 06.03.1995 was executed by Smt. Chikkamarkkaa and others in favour of petitioner No.2, authorising him to convey or transfer the properties. The petitioner No.2 thereafter conveyed the aforesaid property in terms of a sale deed dated 31.07.2003 as the lawful attorney of Smt. Chikkamarakka and others in favour of petitioner No.1. Subsequently, Smt. Chikkamarakka and others executed a deed of confirmation dated 21.05.2004 confirming the sale deed dated 31.07.2003. The Khatha of the property excluding kharab was mutated in the name of the petitioner No.1 vide M.R. No.3/2009-2010.

(ii) It is claimed that Smt. Tulasamma who owned the remaining extent of 10 guntas of land in Sy.No.31 of



Vaddarapalya had conveyed the said property to petitioner No.2 in terms of the sale deed dated 18.10.2003 and the revenue records stood transferred to the name of the petitioner No.2.

(iii) They contend that respondent No.1 issued a preliminary notification dated 17.12.2005, followed by a final notification dated 10.03.2008 acquiring the aforesaid property. The acquisition was challenged by the petitioners in W.P. No. 6924/2008 which was disposed of on 26.10.2009. The respondent No.1 took possession of the acquired property on 19.11.2009. The petitioners thereafter filed representations seeking compensation for the acquisition of their land. The respondent No.2 determined the compensation payable by consent and directed respondent No.1 to pay a sum of Rs.3,94,20,000/- as compensation and release the said amount vide order dated 25.01.2010.

(iv) The respondent No.1 addressed a letter dated 25.01.2010 to the petitioners calling upon them to produce the necessary documents to claim compensation. The petitioners submitted all the relevant documents and requested disbursal



of the compensation. At that stage, Smt. Kanthamma filed O.S. No.4846/2010 for partition and separate possession against petitioner No.1 and others claiming that the property sold to the petitioner No.1 belonged to the joint family and that she had a share therein. On an application filed by Smt. Kanthamma, the Trial Court directed the respondent No.1 not to disburse the award amount in favour of the petitioner No.1 during the pendency of the suit. The petitioner No.1 then challenged the said order in MFA No.7408/2011, where an interim order dated 11.04.2014 was passed directing the respondent No.1 (respondent No.13 therein) to deposit the compensation before any nationalized bank in a fixed deposit for a period of one year.

(v) The petitioners contend that respondent No.2 thereafter issued an official memorandum dated 20.07.2015, directing that a sum of Rs.3,67,87,500/- be kept with a nationalized bank in a fixed deposit as ordered in MFA No.7408/2011. In this regard, the respondent No.1 addressed a letter dated 26.05.2016 to the respondent No.2 to release the compensation amount of Rs.3,94,20,000/-. The petitioners



claim that the respondent No.1 deposited a sum of Rs.47,83,525/- with the Corporation Bank on 23.12.2016 after a delay of nearly 02 years 08 months from the date of the order passed in MFA No.7408/ 2011.

(vi) They contend that MFA No.7408/2011 was disposed of with a direction to the Trial Court to dispose off O.S.No.4846/2010. The petitioners claim that they made several representations requesting the respondents to release the compensation which were of no avail. Respondent No.1 however, issued an endorsement stating that the petitioners are entitled to receive the compensation amount and not any interest thereon. Being aggrieved by the same, the petitioners are therefore before this Court.

3. Learned counsel for the petitioners submitted that the respondent No.1 has entered into consent awards with various landowners whose lands were acquired. Similarly, in respect of the land in question, a consent award was passed determining the compensation at a sum of Rs.3,94,20,000/-. He, however, contends that in view of the dispute raised by



Smt. Kanthamma, the respondent No.1 is bound to deposit the compensation as directed by this Court in MFA No.7408/2011.

4. Per contra, the learned counsel for respondent Nos.1 and 2 submitted that there is an ongoing dispute between the petitioners and Smt. Kanthamma and therefore respondent No.1 passed a general award determining the compensation payable at a sum of Rs.47,83,525/- and the same was deposited with Corporation Bank as directed by this Court in MFA No.7408 of 2011. He contends that the said general award is not questioned in this petition. He submits that if the petitioners and Smt. Kanthamma were to express their consent and execute an agreement, the respondent No.1 would not have any difficulty in determining the compensation payable by consent. He thus contends that no interference is warranted with the impugned endorsement, as the compensation is already deposited with a nationalised Bank.

5. I.A. No.1/2024 is filed by the proposed respondent No.3 - Smt. Kanthamma to come on record. It is her contention that she is interested in the outcome of this petition, as any order that may be passed directing release of the compensation



to the petitioners would severely affect her interest in the suit filed by her.

6. The learned counsel for the proposed respondent No.3 also reiterated the above contentions.

7. I have considered the submissions of the learned counsel for the petitioners as well as learned counsel for respondent Nos.1 and 2 and learned counsel for proposed respondent No.3.

8. The fact that the respondent No.1 has entered into consent awards with various other land losers who have lost their lands for the proposed project is not in dispute. The petitioners are the owners of the land in question and their names are entered in the notification as occupants of the land. Therefore, ordinarily it is the petitioners who had to express their consent for passing a consent award and in the instant case, the respondent No.1 determined the compensation payable to the petitioners at a sum of Rs.3,94,20,000/- subject to the petitioners giving their consent and submitting their respective title deeds. Therefore, the respondent No.1 cannot



escape its liability of paying the compensation either to the petitioners or to Smt. Kanthamma, if she succeeds in the suit. However, the respondent No.1 cannot take advantage of the dispute between Smt. Kanthamma and the petitioners and pass a general award and deposit a sum of Rs.47,83,525/- which is the amount determined under the general award.

9. In view of the above, this petition ***disposed of*** directing the respondent No.1 to deposit a sum of Rs.3,94,20,000/- minus the amount already deposited before the Corporation Bank. This deposit shall be made with the same bank for a period of two years.

10. It is needless to mention that the entitlement of the petitioners, if any, for interest from the date of taking over possession till the date of payment is kept open to be considered in an appropriate case, at the appropriate stage.

11. It is also needless to mention that after the disposal of the suit filed by Smt. Kanthamma, the petitioners may file necessary application before the respondent No.1 for release of



the compensation and the compensation deposited shall be released to them in accordance with law.

12. In view of disposal of main petition, I.A.No.1/2024 filed for impleading proposed respondent No.3 does not survive for consideration and the same stands disposed off.

Sd/-
(R. NATARAJ)
JUDGE

HJ
List No.: 1 Sl No.: 28