



CNR: KAHC010605312026

NC: 2026:KHC:48400
WP No. 27292 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 7TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE B M SHYAM PRASAD

WRIT PETITION NO. 27292 OF 2026 (LB-RES)

BETWEEN:

SMT. HANSU KANWAR
W/O JITENDRA SINGH
AGED ABOUT 26 YEARS
RESIDING AT KIKKERI VILLAGE,
KIKKERI HOBLI, KRISHNARAJAPETE TALUK,
MANDYA DISTRICT - 571 423.

...PETITIONER

(BY SRI. KASHINATH J.D., ADVOCATE)

AND:

1. THE PANCHAYATH DEVELOPMENT OFFICER
KIKKERI GRAMA PANCHAYATH, KIKKERI,
KRISHNARAJAPETE TALUK,
MANDYA DISTRICT - 571 423.

2. THE EXECUTIVE OFFICER
TALUK PANCHAYAHT,
KRISHNARAJAPETE TALUK,
MANDYA DISTRICT - 571 423.

...RESPONDENTS

(BY SRI. M.S. DEVARAJA, ADVOCATE)

THIS WP IS FILED UNDER ARTICLES 226 AND 227
OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE
WRIT IN THE NATURE OF CERTIORARI TO QUASH ALL
FURTHER PROCEEDINGS INCLUDING ANY ACTION

Digitally
signed by
VANAMALA
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Location:
HIGH
COURT OF
KARNATAKA



PROPOSED/INDICATED IN THE IMPUGNED NOTICE VIDE BEARING NO. KI.GRA.PAM.NAM 2026-27 DATED 24.08.2026 ISSUED BY 1ST RESPONDENT AS PER ANNEXURE-F TO MEET THE INTEREST OF JUSTICE AND ETC.

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

CORAM: HON'BLE MR. JUSTICE B M SHYAM PRASAD

ORAL ORDER

The petitioner is given the benefit of a Rental Agreement dated 05.02.2026 after her participation in the Notification for Auction [*as per Annexure-B*]. The petitioner is now served with notice dated 24.08.2026 [*Annexure-F*], and this notice is by the second respondent. The impugned notice, in its material part, reads as follows:

- a)** The subject premises is granted on lease to the petitioner's relative after an auction, and because of certain arrears and complaints against such relative, the lease is cancelled and possession recovered.

HC-KAR



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b) The petitioner has been granted the benefit of the agreement but there are complaints about procedural irregularities in granting the benefit and in holding the auction for the same.

c) The petitioner is in rental arrears for May, June and July for a sum of Rs.1,05,000/-.

2. Sri. Kashinath J.D. the learned counsel for the petitioner, and Sri M. S. Devaraju, the learned standing counsel for the respondents, are heard for disposal of the petition. The learned counsel for the petitioner submits that the respondents have now locked the premises acting upon the impugned notice. The question is: whether the respondents could have recovered possession pending an enquiry



into the alleged irregularities in the conduct of auction.

3. Indeed, if there is any irregularity in the auction and the petitioner is a participant and the beneficiary of such irregularity, the Authorities would be entitled to recover possession, but pending an enquiry into such irregularities, the possession cannot be recovered. In this Court's opinion, the recourse to recover possession and then hold an enquiry would be a classic case of putting the cart before the horse. Hence, this Court must intervene to set aside the impugned notice with direction to the respondents to hand over the possession to the petitioner but without prejudice to the respondents to hold an enquiry and act based on the outcome of such enquiry.

4. It is needless to observe that the question of default would only be if the petitioner fails to



tender rent as and when it accrues and not because of any refusal by the respondents to receive the same and if the petitioner is in arrears that would constitute a separate cause and action can be taken for recovery of possession. Hence, the following.

ORDER

[A] The petition is allowed in-part.

[B] The impugned notice dated 24.08.2026 [Annexure-F] is quashed with direction to the respondents to hand over the possession of the subject property to the petitioner but without prejudice to the respondents to hold an enquiry and act based on the outcome of such enquiry.

**Sd/-
(B M SHYAM PRASAD)
JUDGE**

SJK