



CNR: KAHC010618222026

NC: 2026:KHC:52753
WP No. 28525 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 28525 OF 2026 (GM-POLICE)

BETWEEN:

1. NATESH M N
S/O SHRI. NAGARAJ M.P.
AGED ABOUT 57 YEARS
R/AT NO. 1628, 5TH CROSS
HOSAKERI, K.R. MOHALLA
MYSORE 570 004

...PETITIONER

(BY SRI. SUMATHI PAULINE.,ADVOCATE)

AND:

1. KARNATAKA STATE ROAD
TRANSPORT CORPORATION
TRANSPORT HOUSE
CENTRAL OFFICE
K.H ROAD, BANGALORE 560 027
(REPRESENTED BY ITS MANAGING DIRECTOR)
2. DIVISIONAL CONTROLLER
KARNATAKA STATE ROAD
TRANSPORT CORPORATION
RAMANAGARA DIVISION
KSRTC BUS STAND
RAMANAGARA
BANGALORE SOUTH DISTRICT 562 159





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3. INSPECTOR OF POLICE
IJOOR POLICE STATION
IJOOR, RAMANAGARA TOWN
BANGALORE SOUTH DISTRICT 562 159.
4. THE SUPERINTENDENT OF POLICE
BANGALORE SOUTH DISTRICT
POLICE BHAVANA
OLD B.M. ROAD
BANGALORE SOUTH DISTRICT 562 159

...RESPONDENTS

(BY SRI. P D SURANA.,ADVOCATE FOR R1 & R2
SRI. SHIVAREDDY V, AGA FOR R3)

THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF MANDAMUS DECLARING THE HIGH-HANDEDNESS AND EXTRA - JUDICIAL ACTION OF THE RESPONDENTS IN FORCIBLY SEALING THE SHOP PREMISES AS WHOLLY ILLEGAL, ARBITRARY AND VIOLATIVE OF ARTICLES 14 19(1) (g) AND 300A OF THE CONSTITUTION OF INDIA.

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

CORAM: HON'BLE MR. JUSTICE C.M. POONACHA



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ORAL ORDER

The present writ petition is filed seeking for the following reliefs:

"i) to issue a Writ of Mandamus declaring the high-handedness and extra-judicial action of the Respondents in forcibly sealing the shop premises as wholly illegal, arbitrary, and violative of Articles 14, 19(1)(g) and 300A of the Constitution of India.

ii) to issue a Writ in the nature of Mandamus directing the respondents to permanently restore possession of the premises to the petitioner, in the interest of justice."

2. The petitioner is the sub-licensee under the Deed of Sub-License dated 01.08.2015 (Annexure-B to the writ petition) in respect of 5151 sq.ft. of commercial-cum-retail space in ground floor; 708 sq.ft. of advertisement space; 5866 sq.ft. of parking space; and 43865 sq.ft., of house keeping and toilet space, accumulating to 55590 sq.ft., in Ramanagara Bus Station, fy No.19/1A, 19/2 Ward No.29, Ramanagara District¹. The said Deed of Sub-License was executed in favour of the petitioner by one Sri K.Umesh, who was the licensee from respondent Nos.1 and 2 - Karnataka State Road Transport

¹ Hereinafter referred to as 'subject property'



Corporation² vide Deed of License dated 25.07.2015 (Annexure-A to the writ petition). KSRTC had granted license of *inter-alia*, subject property as well as a larger extent under which the licensed property was situated. The said Sri K.Umesh was *inter alia* permitted to sub-license the property which was granted vide the Deed of License dated 25.07.2015.

3. The grievance of the petitioner in the present petition is that the petitioner has been forcibly evicted from the subject property without KSRTC taking recourse to the provisions of the Karnataka Public Premises (Eviction of Un-authorised Occupants) Act, 1974³. Accordingly, various reliefs have been sought in the present writ petition.

4. Learned counsel for KSRTC, vehemently opposing the present writ petition relying upon the statement of objections filed in the present writ petition, submits that KSRTC had issued a demand notice dated 02.04.2025 demanding an arrears of `65,57,217/-, which was impugned by the petitioner in WP No.10538/2025. The said writ petition was dismissed as

² Hereinafter referred to as 'KSRTC'

³ Hereinafter referred to as the 'Act'



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withdrawn vide order dated 29.04.2025 (Annexure-R2 filed along with statement of objections). The said order dated 29.04.2025 reads as under:

" The learned counsel for the petitioner after having the matter at length would restrict his prayer to consideration of the representation submitted by the petitioner vide Annexure-F.

2. The learned counsel Smt. H.R. Renuka, representing the respondent submits that even consideration of the representation should not be granted in the case at hand, as the petitioner has not even paid the licence fee.

3. Be that as it may, the respondent-Corporation is at liberty to consider the representation-Annexure-F and pass necessary orders in accordance with law.

4. With the above said observation, the petition stands disposed."

5. Annexure-F to WP.No.10538/2025 was a representation dated 09.06.2020 stated to have been given by Sri K.Umesh seeking waiver of license fee during the COVID period. The said request was rejected vide letter dated 16.05.2025. Thereafter, KSRTC issued Order of Termination of License dated 02.06.2025, which was the subject matter of consideration in the case of **Sri. Natesh M.N. v. The Managing Director, KSRTC & Ors.**⁴. This Court vide order

⁴ WP.No.16831/2025 - order dated 18.08.2026



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dated 20.06.2025 passed in the said writ petition directed the petitioner to pay a sum of `25.00 lakhs within 10 days along with dues from January 2025.

6. It is the contention of KSRTC that the petitioner paid a sum of `25.00 lakhs belatedly and no amount was paid towards license fee from January 2025. That the arrears of license fee, which was directed to be deposited by this Court from January 2025 till 18.08.2025, was a sum of `81,24,696/-, which was inclusive of license fee, GST and interest. That by virtue of the interim order granted by this Court the licensee and the sub-licensee continued occupation of the subject property. The said case⁴ was dismissed by this Court vide order dated 18.08.2026. In this context, it is relevant to note that this Court had noticed that apart from the sum of `25.00 lakhs paid by the petitioner, no payment has been made towards license fee from January 2025. The relevant portion of the order in the case of **Natesh M.N⁴** passed by this Court reads as under:

"7.4. In the present case, the request for such waiver has been rejected, which has not been challenged. On rejection of the said waiver, the default situation that

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arises is that the petitioner has defaulted in making payment of the due license fee. Even as per the interim protection which has been granted, the petitioner has made payment of only a sum of Rs.25,00,000/- and not made payment of any license fees from January 2025. The contention of the learned counsel for the petitioner is that if waiver were to be considered, then there is no amount due and payable by the petitioner to KSRTC. This also cannot be accepted for the reason that even when the petitioner had approached this Court, the arrears were to an extent Rs.65,57,217/- and after adjustment of the security deposit it would be Rs.62,79,219/- and it is in that background that the Co- ordinate Bench of this Court had directed status quo by directing the petitioner to make payment of a sum of Rs.25,00,000/- within 10 days along with the dues from January 2025. The benefit and or the indulgence extended by the Co-ordinate Bench of this Court to the petitioner has not been complied with by the petitioner. There being a specific direction that dues from January 2025 have to be paid, the petitioner is still contending that the petitioner has made payment of excess money but that being premised on acceptance of waiver by the KSRTC. There is therefore a violation of the orders passed by this Court dated 20.06.2025 by the petitioner not making payment of the dues from January 2025. In the above background, when large amount of dues are owed by licensee and in this case the sub- licensee to a statutory organisation like the KSRTC, there cannot be any indulgence which can be shown to the petitioner. The petitioner cannot be permitted to operate the licensed premises by being in possession by continuing to default on the license fee.

7.5. Insofar as a termination of notice is concerned, though it is contended that KSRTC being a statutory organisation, this Court can exercise its extraordinary powers under Articles 226 of the Constitution even in contractual matters, such an exercise of discretion can be made only when the conduct of the petitioner is bona fide. As afore-referred, the conduct of the petitioner in not making payment of license fee in violation of the orders of this Court dated 20.06.2025

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is not sustainable. The petitioner apparently on the basis of the indulgence extended by this Court has continued to be in unauthorised possession of premises without making payment of any license fee.

7.6. In the above circumstances, there can be no fault found with the KSRTC terminating the license on account of default of the petitioner. When the default is admitted by the petitioner itself, the only ground expressed is that if the respondents were to consider the waiver, there would be no default. This Court cannot, in the exercise of jurisdiction, call upon KSRTC to accept the request for waiver. Waiver is not a vested right in a litigant. Waiver can only be granted by a contractual arrangement between the parties. Thus, looked at from any angle, the petitioner defaulted in making payment of license fee, the license has been validly terminated by the KSRTC. If at all the petitioner was still to be of the opinion that he has made payment of excess monies to the KSRTC, that can only be established by the petitioner by filing appropriate proceedings seeking for refund of the excess amounts paid. Of course, it would also be open for the KSRTC to initiate proceedings against the petitioner for recovery of the balance of the arrears of license fee. These two aspects cannot be considered by this Court in writ jurisdiction.

8. In view of all the above, no grounds being made out, the writ petition is dismissed, reserving liberty as aforesaid. "

(emphasis supplied)

7. Admittedly, neither the petitioner nor the licensee initiated any proceedings regarding waiver.

8. It is the vehement contention of the learned counsel for the petitioner that the petitioner could not be



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evicted without KSRTC taking recourse to the provisions of the Act.

9. Learned counsel for KSRTC submits that the provisions of the Act need not be resorted to since the possession of the subject property continued to remain with the KSRTC. In support of his contentions, reliance is placed on the Division Bench judgment of this Court in the case of ***Managing Director, Central Offices, Transport House, KSRTC & Anr., v. N.Rajarithnam***⁵. The relevant para 6 of the said judgment reads as under:

6. *The power of the grantor to revoke licence cannot be doubted in the light of several provisions of Indian Easements Act, 1882, (for short, 'the Easements Act'). The Annexure-R4 order passed by the grantor is the one made by the grantor under clause(c) of Section 62 of the Easements Act. If the licence granted to the grantor was revoked by virtue of the revocation order as reflected in Annexure-R4, the next question that falls for decision is whether it was necessary for the grantor to resort to the procedure under the Act as held by the learned single Judge. In our considered opinion, the provisions of the Act have no application where licence is revoked for the simple reason that the possession of the licenced premises always remains with the licensor and it never passes on to the licensee. This Court speaking through G.N.Sabhahit, J. in SIDDAMMA MADIAH V. GEETHA DWARAKANATHS has held that a licence after revocation of the licence or after the expiry of the licence period*

⁵ WA.No.6614/2001 - judgment dated 11.01.2005



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would be a trespasser and in such a case, the licensor has the right to prevent him from being in possession and it could also seek injunctive relief against such licensee."

(emphasis supplied)

10. Reliance is also placed on a Co-ordinate Bench of this Court in the case of ***G.Raja v. The Government of Karnataka, Department of Transport, Bangalore & Ors.***⁶

11. It is pertinent to note that the Co-ordinate Bench of this Court in the case of ***Natesh M.N***⁴ in detail has considered the contentions put forth by the licensees as well as sub-licensees. In this context, it is also to be noted that the this Court had specifically observed that the petitioner has continued in unauthorized possession without payment of any licence fee merely on the basis of Court orders.

12. Having regard to the observations made by this Court in the case of ***Natesh M.N***⁴, the conduct of the petitioner dis-entitles him from invoking the extraordinary discretionary jurisdiction of this Court contained under Article 226 of the Constitution of India.

⁶ 2015 (5) KCCR 529



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13. Accordingly, the present writ petition is dismissed.

14. Pending IAs., if any, stand disposed of.

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(C.M. POONACHA)
JUDGE

ND
List No.: 1 Sl No.: 53