



CNR: KAHC010654292025

NC: 2026:KHC:38834
WP No. 30304 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO. 30304 OF 2025 (LA-KIADB)

BETWEEN:

DR. KARTAR SINGH LALVANI
S/O. TIRATHSINGH LALVANI,
AGED ABOUT 62 YEARS,
NO.42, FORTUNE VALLEY,
NO.13/2, MARINNAPALYA,
HEBBAL AGRICULTURAL FARM POST,
BANGALORE-560 024

...PETITIONER

(BY SRI. CHANNABASAPPA S.N., ADVOCATE)

AND:

1. GOVERNMENT OF KARNATAKA
DEPARTMENT OF URBAN DEVELOPMENT
VIDHANA SOUDHA,
BANGALORE - 560 001.
REPRESENTED BY ITS
PRINCIPAL SECRETARY
2. THE SPECIAL LAND ACQUISITION OFFICER,
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD,
HAVING ITS OFFICE AT 14/3, 1ST FLOOR,
MAHARSHI ARAVIND BHAVAN,
NRUPATHUNGA ROAD,
BENGALURU-560009.
3. THE LAND ACQUISITION OFFICER,
BANGALORE METRO RAIL CORPORATION LIMITED,
BMTC COMPLEX, 3RD FLOOR,
K.H.ROAD, SHANTHINAGAR,
BANGALORE-560 027.

...RESPONDENTS

Digitally
signed by
HEMALATHA J
Location:
HIGH COURT
OF
KARNATAKA



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(BY SMT. POOJA M. KOORSE, HIGH COURT GOVERNMENT PLEADER
FOR RESPONDENT NO.1;
SMT. ANUPARNA BORDOLOI, ADVOCATE FOR RESPONDENT NO.2;
SRI. K. KRISHNA, ADVOCATE FOR RESPONDENT NO.3)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE
CONSTITUTION OF INDIA PRAYING TO QUASH AWARD NOTICE
BEARING NO.KIADB/METRO/LAO-1/ARP-VRP-2-ADL-1A/37/2025-26
DATED 23.05.2025 ISSUED BY THE RESPONDENT NO.2 VIDE
ANNEXURE-A AS IT IS AB-INITIO VOID UNCONSTITUTIONAL 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 petitioner has sought for a writ in the nature of
certiorari to quash the award notice bearing No.ಕೆಐಎಡಿಬಿ/
ಮೆಟ್ರೋ/ಭೂಸ್ವಾ-1/ARP-VRP-2-ADL-1A/37/2025-26 dated 23.05.2025
passed by the respondent No.2 in respect of the land in
property bearing No.267/591/89/3 situate at Nagawara,
Bengaluru. He has also sought for a writ in the nature of
mandamus to direct the respondent No.2 to abide by the
intimation letter dated 26.08.2024 issued under Section 29(2)
of the Karnataka Industrial Areas Development Act, 1966



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(henceforth referred to as 'KIAD Act' for short) and release the compensation to the petitioner.

2. (i) The petitioner claims that he is the owner of a property bearing BBMP No.591/89/3 situate at Nagavara BBMP ward No.6, Bengaluru totally measuring 17,424 sq.ft. (previously converted Sy.No.89/3 measuring 16 guntas of Nagavara Village, Kasaba Hobli, Bengaluru North Taluk, Bengaluru District), presently bearing No.267/591/89/3 situate at Division No.6, Nagavara, Yelahanka Range, Bengaluru. The petitioner claims to have acquired the said property by way of a gift deed dated 27.06.2011. He contends that the said property was proposed to be acquired for the purpose of formation of laying the metro rail and an intimation under Section 28(1) of the KIAD Act, was issued to him proposing to acquire an area measuring 1419.70 sq.mtrs. He contends that though objections were invited pursuant to the said intimation, he did not file any objections.

(ii) He contends that respondent No.2 thereafter issued a notice under Section 28(6) of the KIAD Act on 21.06.2024. He contends that pursuant to the notice, the respondent No.2



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took possession of the land and respondent No.3 vide its letter dated 22.08.2024 determined the compensation at a sum of Rs.19,29,45,398/-. He contends that respondent No.2 thereafter issued an intimation letter dated 26.08.2024 intimating him that respondent No.3 had determined the compensation at a sum of Rs.19,29,45,398/- and further informed him that if he was not satisfied with the compensation so determined, he may intimate the same to the office of respondent No.2 along with the relevant documents. He contends that it was also informed if no objections were raised, respondent No.3 would deposit the compensation before the jurisdictional Civil Court.

(iii) He contends that pursuant to the said intimation, he submitted an acceptance letter on 19.09.2024 accepting the compensation so determined and enclosed all the title documents relating to the property. He contends that despite the said acceptance letter, respondent No.2 issued another notice dated 13.11.2024 under Section 30 of KIAD Act, read with Sections 9 and 10 of Land Acquisition Act, 1894 calling upon him to furnish his title documents, indicate the quantum



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of compensation claimed by him and state his confirmation or objections, if any, with regard to measurement of land acquired. He contends that he submitted a detailed reply to the said notice along with the documents relating to the property, which was received in the office of respondent No.2 on 26.11.2024.

(iv) He contends that when things stood thus, respondent No.2 issued an award notice dated 23.05.2025 *suo motu* revising the compensation amount from Rs.19,29,45,398/- to Rs.11,08,19,806/-. He further contends that respondent No.2 without issuing any notice to him regarding the proposed revision and without consulting respondent No.3, illegally reduced the compensation by Rs.8,21,25,592/-. Being aggrieved by the same, the petitioner is before this Court.

3. Learned counsel for the petitioner submits that the compensation was initially determined by respondent No.3 at a sum of Rs.19,29,45,398/-. However, the respondent No.2 *suo motu* revised the compensation from Rs.19,29,45,398/- to Rs.11,08,19,806/- thereby reducing the compensation by a



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sum of Rs.8,21,25,592/- without intimating the petitioner. He submits that a perusal of the impugned order shows that respondent No.2 revised the compensation without obtaining the concurrence of respondent No.3, which had determined the compensation. He contends that despite the petitioner having submitted acceptance letters dated 19.09.2024 and 22.11.2024, respondent No.2 revised the compensation. He submits that before revising the compensation, respondent No.2 neither consulted respondent No.3 nor intimated the petitioner about the proposed revision. He therefore submits that respondent No.2 was bound by the compensation determined by respondent No.3 vide its intimation letter dated 22.08.2024, as the land was acquired for the benefit of respondent No.3 for the purpose of laying Metro Rail line. He submits that respondent No.3 being the beneficiary authority had determined the compensation at Rs.19,29,45,398/- and the same rate of compensation was applied in respect of adjacent lands. He further contends that though the petitioner had submitted all the title documents on two occasions along with his letter of acceptance, respondent No.2 did not inform



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the petitioner about the revision of compensation amount determined by respondent No.3.

4. Learned counsel for respondent No.2 submits that respondent No.2 is the competent authority to pass the award under the provisions of the Karnataka Industrial Areas Development Act, 1966. She submits that before passing the award, notice was issued to the petitioner calling upon him to produce the relevant documents and thereafter the impugned award was passed in accordance with law.

5. Learned counsel for respondent No.3 submits that respondent No.3 is only a beneficiary of the acquisition. He submits that respondent No.3 had communicated the compensation to respondent No.2 and thereafter respondent No.2, being the competent authority, has passed the award. He further submits that if the petitioner submits his consent under Section 29(2) of the Karnataka Industrial Areas Development Act, 1966, the same would be considered in accordance with law.



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

7. It is not in dispute that the compensation was initially determined at Rs.19,29,45,398/- and the same was communicated to the petitioner. The petitioner had also submitted his acceptance letter and the title documents. However, respondent No.2 has subsequently passed the impugned award determining the compensation at a lesser amount. The impugned award does not disclose the reasons for reducing the compensation from the amount earlier communicated to the petitioner. However, the State Government has passed an order dated 23.02.2021 in terms of which it has offered developed land in lieu of monetary compensation, which in the facts of this case is more beneficial to the petitioner. This also puts at rest the claim of respondent No.2 that the market value of the property of petitioner is Rs.11,08,19,806/- as against Rs.19,29,45,398/- determined by respondent No.2. In the circumstances, respondent No.2 has to be directed to reconsider the claim of the petitioner under



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Section 29(2) of the KIAD Act. Accordingly, the impugned award, insofar as it relates to the determination of compensation, is liable to be set aside and the matter is remitted to respondent No.2 for fresh consideration in accordance with law.

8. In view of the above submission, following order is passed:

ORDER

- i. The Writ Petition is ***allowed***;
- ii. The impugned award notice bearing No.ಕೆಎಡಿಬಿ/
ಮೆಟ್ರೋ/ ಭೂಸ್ವಾ-1 / ARP-VRP-2-ADL-1A / 37 / 2025-26
dated 23.05.2025 issued by the respondent
No.2 is hereby quashed;
- iii. The petitioner is granted liberty to submit a
fresh representation to respondent - KIADB,
expressing his consent under Section 29(2) of
the KIAD Act within a period of one month from
the date of receipt of a certified copy of this
order. Upon receipt of such representation, the



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respondent No.2 shall consider the same in accordance with law.

- iv. In the event, if there is no consensus arrived at or if there are any unresolved objections against passing a consent award, then respondent Nos.2 and 3 shall take appropriate action to pass a general award but in accordance with law and after notifying the petitioner;
- v. Having regard to the advanced age of the petitioner, he is permitted to appoint his son as his power of attorney to represent him before respondent No.2. If a general award is passed, respondent No.2 shall draw the cheque in the name of the petitioner and not in the name of the power of attorney.

**Sd/-
(R. NATARAJ)
JUDGE**