HC-KAR

NC: 2026:KHC:61913
WP No. 8214 of 2022

CNR: KAHC010171822022

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

WRIT PETITION NO.8214 OF 2022 (KLR-LG)

BETWEEN:

1. NAVA JEEVAN NILAYA
   REP. BY ITS PRESIDENT
   SRI. P.S. BAGILTHAYA
   AIRPORT WHITEFIELD ROAD
   MARATHALLI
   BENGALURU -560037.

...PETITIONER

(BY SRI. A. MAHESH CHOWDHARY, ADVOCATE)

AND:

1. STATE OF KARNATAKA
   REP BY ITS PRINCIPAL SECRETARY
   M S BUILDING
   BENGALURU -560001.

2. THE DEPUTY COMMISSIONER
   BANGALORE CITY DISTRICT
   BENGALURU-560001.

3. THE TAHSILDAR
   BANGALORE EAST TALUK
   BENGALURU -560092.

Digitally signed by CHAYA S A
Location: HIGH COURT OF KARNATAKA

4. THE BLOCK EDUCATION OFFICER
KARNATAKA EDUCATION DEPARTMENT
BENGALURU-560036.

5. DEPARTMENT OF HEALTH AND FAMILY WELFARE
ANANDA RAO CIRCLE
LAKSHMINPURI
GANDHI NAGAR
BENGALURU -560008
REP BY ITS PRINCIPAL SECRETARY.

…RESPONDENTS

(BY SRI. SHAMANTH NAIK, AGA)

THIS WRIT PETITION IS FILED UNDER ARTICLE 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE IMPUGNED ENDORSEMENT DATED 14.01.2022 BEARING NO.LND(V) CR 114/2000-21; LND/CR/285/2004-05 AND LND/CR 684/2011-12 AND THE LETTER DATED 07.03.2022 BEARING NO. LND(V) CR 114/2000-21 LND/CR/285/2004-05 AND LND/CR 684/2011-12 VIDE ANNEXURE-A REJECTING THE REQUEST OF THE PETITIONER FOR RENEWAL OF LEASE OF THE LAND IN SY.NO.36 IN MUNNEKOLALU VILLAGE, VARTHUR HOBLI, BENGALURU BY THE RESPONDENT NO.3 AUTHORITY AS

THE SAME IS ARBITRARY, ILLEGAL AND BAD IN THE EYES OF LAW; AND ETC.

THIS WRIT PETITION HAVING BEEN RESERVED FOR ORDERS, COMING ON FOR PRONOUNCEMENT THIS DAY, **E.S. INDIRESH J.,** MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

CAV ORDER

1. In this Writ Petition, petitioner is assailing the endorsement bearing Nos. LND(V)CR/114/2000-21; LND/CR/285/2004-05; LND/CR/684/2011-12 dated 14.01.2022 (Annexure-A), communication made in letter dated 07.03.2022 (Annexrue-A1), both issued by respondent No.3; inter alia sought for a direction to the respondents to consider the order dated 20.12.2021 passed in WP No.23475/2021 (Annexure-AAA) to renew the lease of the subject land bearing Sy.No.36 situated in Munnekolalu Village, Varthur Hobli, Bengaluru EastTaluk.

2. The relevant facts for adjudication of this Writ Petition are that the petitioner - Society is running educational institutions

as per its bye-laws produced at Annexure-B in the name and style of "Nava Jeevana Nilaya" with the object of aid for reviving leprosy patients since 1950. It is further stated that, pursuant to the application made by the petitioner - Society, the State Government vide proceedings dated 12.10.1959 (Annexure-C), granted 9 acres 18 guntas of land in land bearing Sy.No.36 of Munnekolalu Village, Varthur Hobli, Bengaluru East Taluk, under lease for a period of 30 years to locate a training centre for lepers (leprocy affected persons). Thereafter, in addition to above lease of land, the Government has sanctioned the adjacent land bearing Sy.No.41 measuring 10 acres 17 guntas as per Annexure-D. In that view of the matter, petitioner is in possession of total extent of 20 acres 17 guntas of land in Sy.Nos.36 and 41 of Munnekolalu Village. It is further stated that, the petitioner - Society has started Rehabilitation Center in the subject land with an objective to provide care and medical assistance to the leprosy patients who were admitted to the Centre. It is further stated that, the petitioner - Society has started 'Bala Vihara School' as per the sanction accorded by the Government as per Annexure-F and

F1 respectively. In the interregnum period, the lease tenure was extended for a further period of 30 years vide order dated 05.07.1991 (Annexure-H) by the respondent-Government. It is further stated that, the respondent - Government has granted lease of 5 acres in Sy.No.41 for the construction of Cancer Hospital by Hospice Trust in the name 'Karunashraya', as per order dated 27.06.1995. It is also stated that, 4 acres of land in Sy.No.41 was leased in favour of Kanchi Kamakoti Medical Trust to establish an eye hospital as per order dated 04.11.2004 and finally, land left out in favour of the petitioner - Society is to an extent of 1 acre 33 guntas out of 20 acres 17 guntas, originally granted in favour of the petitioner - Society. It is further stated that, the respondent - Government has granted permission to the petitioner - Society to start Kindergarten classes for the Academic Year 2006-07, as per the order dated 25.04.2006 and accordingly, the petitioner - Society has started 'Nava Pragnya Poorva Prathamika School'. It is further stated in the Writ Petition that the respondent - Government has caused notice dated 28.03.2014 (Annexure-JJ) to cancel lease made in favour of the petitioner - Society and

thereafter, the petitioner - Society addressed reply dated 16.06.2014(Annexure-KK) and thereby the respondent-authority has passed an order dated 30.03.2015 (Annexure-LL) and being aggrieved by the same, the petitioner - Society has challenged the same in W.P.No.19862/2015 and this Court, vide order dated 07.09.2015(Annexure-MM), permitted the petitioner - Society to withdraw the Writ Petition to approach the Government for addressing their grievance again. In the meanwhile, the petitioner - Society has addressed several representations to the respondent–Government to continue the existing Institutions. It is also stated that, the petitioner - Society has approached this Court in W.P.No.23475/2021 challenging the order dated 14.06.2021 passed by respondent No.2, handing over the land bearing Sy.No.36 to the respondent No.5, and this Court granted interim order not to dispossess the petitioner - Society from the land to an extent of 1 acre 33 guntas. It is also stated in the Writ Petition that the petitioner - Society is running the Institution with over and above 1020 students and same was brought to the notice of the respondent - Government as to the cause of rehabilitation

of leprosy patients and despite the same, the respondent-authorities have passed the endorsement dated 14.01.2022 (Annexure-A) and being aggrieved by the same, the petitioner - Society has presented this Writ Petition.

3. Heard Sri. A. Mahesh Chowdhary, Learned counsel appearing for the petitioner and Sri. Shamanth Naik, learned Additional Government Advocate appearing for the respondents.

4. It is contended by Sri. A. Mahesh Chowdhary, learned counsel appearing for the petitioner - Society that the respondent-authorities have interfered with the cancellation of lease period on the following four grounds:

(a) Default Clause in the lease period as the said period is completed by efflux of time as well as non payment of lease rent;

(b) Unauthorised construction has been made by the petitioner - Society;

(c) Charging exorbitant fee and

(d) Not utilising the entire extent of 1 acre 33 guntas of land leased to the petitioner-Society.

5. Sri. A. Mahesh Chowdhary, learned counsel appearing for the petitioner submitted that the petitioner - Society has tendered lease rent through Demand Drafts and same was refused by the Government and therefore, sought to justify the payment of rent is concerned as per copies of the Demand Drafts produced in the Writ Petition. It is also argued by the learned counsel that the respondent-authorities have granted permission for construction of School and allowed to admit the students through RTE and further, issued certificate of land dated 10.06.2011 (Annexure-X) and therefore, contended that the allegation made against the petitioner - Society as to the non-utilisation of entire extent of land and running School without permission or facilities is incorrect. It is further contended by the learned counsel for the petitioner - Society that construction has been made by the petitioner - Society to run the school based on the permission granted by the respondent-authorities and BDA and therefore, it is contended by the learned counsel appearing for the petitioner, that the

grounds urged by the respondent-authorities to cancel the lease granted in favour of the petitioner - Society as per the impugned endorsement at Annexure-A is incorrect. Learned counsel further contended that, the respondent-Government has appointed a Tahsildar as Administrator of the School and the entire affairs of the petitioner - Society has been conducted through the permission of the Tahsildar and therefore, sought for interference of this Court. In this regard, it is argued that the respondent-authorities are estopped from cancelling the grant on the grounds referred to above and therefore, contended that, as there is more than 950 students along with the Teaching and non-Teaching staff and rehabilitation of resident leprosy cured inmates and therefore contended that the lease period is required to be continued by taking into consideration the object of the petitioner - Society.

6. In order to buttress his arguments, learned counsel for the petitioner - Society referred to the Judgment of the Hon'ble Supreme Court in the case of GODREJ SARA LEE LIMITED Vs. EXCISE AND TAXATION OFFICER-CUM-ASSESSING AUTHORITY AND OTHERS reported in (2025) 11 SCC 808 and contended

that, though the petitioner - Society is having alternative remedy, however, the inaction and arbitrariness on the part of the respondent-authorities and further the respondent-authorities lack fair play action and therefore, sought for interference of this Court. Further, learned counsel for the petitioner places reliance on the Judgment of the Hon'ble Supreme Court in the case of KOLKATA MUNICIPAL CORPORATION AND ANOTHER Vs. BIMAL KUMAR SHAH AND OTHERS reported in (2024) 10 SCC 533 and argued that the impugned endorsement has been issued without providing opportunity of hearing to the petitioner - Society, and therefore, sought for interference of this Court.

7. Per contra, Sri. Shamanth Naik, learned Additional Government Advocate, sought to support the impugned endorsement and contended that the petitioner - Society is having an alternative remedy to approach the competent authority and further, it is argued that, as the period specified in the lease has come to an end and therefore, by efflux of time, the petitioner - Society is required to vacate the schedule land and accordingly, sought for dismissal of the Writ Petition.

Finally it is contended by learned Additional Government Advocate, that the permission granted by the respondent-authorities to run the School is by the Department of Education and same has not been approved by the Revenue Department and therefore, sought for dismissal of the Writ Petition.

8. In this regard, learned Additional Government Advocate places reliance on the Judgment of this Court in the case of SRI S. SUNDARESH Vs. STATE OF KARNATAKA, REP. BY PRINCIPAL SECRETARY, REVENUE DEPARTMENT AND OTHERS, reported in ILR 2016 KAR 4019 and accordingly sought for dismissal of the Writ Petition.

9. In the light of the submissions made by the learned counsel appearing for the parties, it is not in dispute that the land to an extent of 9 acres 18 guntas of land bearing Sy.No.36 of Munnekolalu Village, Varthur Hobli, Bengaluru East Taluk, was under lease for a period of 30 years to locate a training centre for lepers (leprocy affected persons). Further, the Government has sanctioned the adjacent land bearing Sy.No.41 measuring 10 acres 17 guntas as per Annexure-D. In that view of the matter, petitioner was in possession of total extent of 20

acres 17 guntas of land in Sy.Nos.36 and 41 of Munnekolalu Village. Thereafter, the Government has allotted major portion of the land to various Organizations for construction of eye hospital, Cancer Hospice Hospital, construction of hospital by Sri Krishna Sevashrama Trust and ultimately, out of 20 acres 17 guntas, presently the land remaining with the petitioner - Society is to an extent of 1 acre 33 guntas. In the said land, the petitioner - Society has constructed the Rehabilitation Centre for Lepers. The object of the Society is intended for a noble cause to locate a Training centre for Lepers. It is also forthcoming from the Writ Petition that, time and again, the petitioner - Society has requested the respondent - Government for according permission for conducting CBSE and State Syllabus education and same has been granted by the State Government. It is not in dispute that the petitioner - Society is discharging its objectives since 1959 as per Annexure-C where the first allotment of 9 acres and 18 guntas of land in Sy.No.36 of Munnekolalu Village was granted for a lease period of 30 years and thereafter, the same was extended for a further period of 30 years as per order dated 05.07.1991.

It is also forthcoming during the arguments that the respondent-authorities have interfered with the affairs of the petitioner - Society at the instance of the complaint lodged by one Karnataka Prajarajya Vedike. Taking into consideration the Demand Drafts made in favour of the respondent-authorities as to payment of rent is concerned and further the respondent - Government has accorded permission for establishing new Schools including Kindergarten and therefore the contentions raised by learned Additional Government Advocate cannot be accepted. It is also evident from the impugned endorsement that interference was made as to violation of the lease conditions, however, there is no specific allegation de-hors the permission granted by the respondent-authorities to run the School in the subject land and therefore, I am of the view that the reasons assigned in the impugned endorsement to cancel the lease tenure is incorrect and liable to be quashed.

10. Though the learned Additional Government Advocate contended that the petitioner - Society is having an efficacious remedy and the lease had expired by efflux of time, however, taking into consideration the noble cause of the petitioner -

Society to admit leprosy children, RTE students recommended by the respondent - Government and also the residence has been provided for inmate leprosy affected persons and that apart, the petitioner - Society is running its affairs in the land in question since 1959, I am of the view that cancellation of the lease period at the instance of some third parties who are in no way connected with the object of the petitioner - Society is incorrect and therefore, the Judgment referred to by the learned Additional Government Advocate cannot be made applicable to the facts of the case by looking into the object of the petitioner – Society to safeguard the interest of lepers.

11. Be that as it may, though an extent of 20 acres 17 guntas was allotted on lease to the petitioner - Society, however, the land remained with the petitioner - Society is only to an extent of 1 acre 33 guntas, wherein the petitioner - Society has established the fully constructed building to aid the weaker section of the society and with the object to eradicate leprosy/spreading of leprosy and therefore, I am of the view that the reason assigned in the impugned endorsement is incorrect.

12. Though learned Additional Government Advocate submitted that the petitioner - Society has to exhaust the alternate remedy, however, considering the Judgment of the Hon'ble Supreme Court in the case of STATE OF U.P. Vs. MOHAMMAD NOOH reported in AIR 1958 SC 86 and in the case of WHIRLPOOL CORPORATION Vs. REGISTRAR OF TRADE MARKS, MUMBAI AND OTHERS, reported in (1998) 8 SCC 1, I am of the view that, the petitioner - Society cannot be relegated to approach the competent authority in the peculiar circumstances of the case and the ends of justice has to be met by following the Judgment of the Hon'ble Supreme Court in the case of VARALA BHARATH KUMAR AND ANOTHER Vs. STATE OF TELANGANA AND ANOTHER reported in (2017) 9 SCC 413.

13. Hence, I pass the following:

ORDER

(i) The Writ Petition is allowed.

(ii) The endorsement bearing No.LND(V)CR/114/2000-21; LND/CR/285/2004-05; LND/CR/684/2011-12, dated 14.01.2022(Annexure-A) and communication

made vide letter dated 07.03.2022 (Annexrue-A1), issued by respondent No.3 are hereby set aside.

(iii) The competent respondent-authorities are directed to renew the lease period for a further period of fifteen years in respect of land to an extent of 1 acre 33 guntas in Sy.No.36 situated in Munnekolalu Village, Varthur Hobli, Bengaluru East Taluk, in terms of the observation made above.

(iv) The respondent-authority is directed to receive the arrears of rent due if any, and petitioner-Society is directed to pay the same, within one month from the date of receipt of certified copy of this order.

SD/-
(E.S.INDIRESH)
JUDGE

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List No.: 1 Sl No.: 70