



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 25TH DAY OF FEBRUARY, 2026
BEFORE
THE HON'BLE MR. JUSTICE M.G.S. KAMAL
WRIT PETITION NO. 39640 OF 2018 (GM-RES)

BETWEEN:

1. NANDI INFRASTRUCTURE
CORRIDOR ENTERPRISE LIMITED
NO.1, MIDFORD HOUSE
MIDFORD GRADEN
OFF MAHATMA GANDHI ROAD
BENGALURU - 560 001
REPRESENTED BY ITS
AUTHORISED SIGNATORY
MR. SRINATH MANGALORE.
2. NANDI ECONOMIC CORRIDOR
ENTERPRISES LIMITED
NO.1, MIDFORD HOUSE
MIDFORD GARDEN
OFF MAHATMA GANDHI ROAD
BENGALURU - 560 001
REPRESENTED BY ITS
AUTHORIZED SIGNATORY
MR. SRINATH MANGALORE.



...PETITIONERS

(BY SRI R.V.S. NAIK, SR. COUNSEL FOR
SRI NITIN PRASAD, ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
REPRESENTED BY THE
PRINCIPAL SECRETARY
REVENUE DEPARTMENT
VIKASA SOUDHA
DR. AMBEDKAR VEEDHI
BENGALURU - 560 001.



2. THE DEPUTY COMMISSIONER
BENGALURU URBAN DISTRICT
KANDAYA BHAVAN, K.G. ROAD
BENGALURU - 560 009.
3. RAJIV GANDHI RURAL HOUSING
CORPORATION LIMITED
CAUVERY BHAVAN, 9TH FLOOR
C-BLOCK, BENGALURU - 560 009
REPRESENTED BY ITS
MANAGING DIRECTOR.
4. THE ASSISTANT COMMISSIONER
BENGALURU SOUTH TALUK
KANDAYA BHAVAN, K.G. ROAD
BENGALURU - 560 009.
5. THE TAHSILDAR
BENGALURU SOUTH TALUK
KANDAYA BHAVAN, K.G. ROAD
BENGALURU - 560 009.
6. THE KARNATAKA INDUSTRIAL
AREAS DEVELOPMENT BOARD
14/3, 2ND FLOOR, R.P. BUILDING
NRUPATHUNGA ROAD
BENGALURU - 560 001
REPRESENTED BY CHIEF
EXECUTIVE OFFICER
AND EXECUTIVE MEMBER.

...RESPONDENTS

(BY SRI SIDHARATH BABU RAO, SPL. COUNSEL FOR R1, R2,
R4 AND R5;
SRI B.B. PATIL, ADVOCATE FOR R6
R3 IS SERVED AND UNREPRESENTED)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO
QUASH THE IMPUGNED ORDER DATED 19.03.2018 BEARING
NO.RD 19 LGB 2018 ISSUED BY RESPONDENT NO.1



(ANNEXURE-Q) TO THE EXTENT OF 75 ACRES IN SY.NO.55 OF KEMBATHAHALLI VILLAGE AND ETC.

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

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

ORAL ORDER

Petitioners are before this Court seeking following reliefs:

- "i. issue a writ of certiorari or any other writ in the nature of certiorari or any other writ, order or direction quashing the impugned order bearing No. RD 19 LGB 2018, dated 19.03.2018 issued by Respondent No.1 (**Annexure - Q**) to the extent of 75 acres in Sy. No.55 of Kembathahalli village;*
- ii. consequently, issue a writ of certiorari or any other writ in the nature of certiorari or any other writ, order or direction quashing the impugned order bearing No.LND (T) (CR) 72/2017-18 dated 24.05.2018 issued by Respondent No.2 (**Annexure-R**) to the extent of 75 acres in Sy.No.55 of Kembathahalli Village;*
- iii. award costs of these proceedings in favour of the Petitioners; and,*
- iv. pass any other order or further orders as this Hon'ble Court may deem fit in the facts and circumstances of the case and in the interest of justice and equity."*

2. Admittedly, the petitioners were granted a lease by respondent No.6-KIADB in respect of various parcels of land, including land bearing survey No.55 measuring 101 acres 30



guntas situated at Kembathahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru, for the purpose of implementing the Bengaluru Mysuru Infrastructure Corridor Project (BMICP) for a period of 40 years in terms of the registered lease deed dated 04.07.2002, produced at Annexure-L, in which Clause III(2) reads as under:

"3. The Lessor covenants and warrants that:

"I. xxx

II. It shall grant, transfer, convey and assure, from time to time, all its reversionary rights, title and interests by way of sale in respect of such part of the Demised Land as may be required by the Lessee to be utilized for commercial exploitation and purposes to the Lessee or to any of its assignees or nominees under one or more deeds of conveyance on payment of the sale price therefore in terms of the said GoK Order dated January 29, 2001 read with GoK Order dated June June 18, 2001 and also execute such further and other documents as may be required to effectively transfer the full and complete ownership rights and title thereto the Lessee or its assignees or nominees;"

3. The said lease is admittedly subsisting and has not been cancelled or terminated or revoked in any manner known to law.

4. The respondent-State, by an order dated 19.03.2018 produced at Annexure-Q, has sought to grant



certain lands to the Rajiv Gandhi Rural Housing Corporation Limited, i.e., respondent No.3 herein for its scheme, in exercise of its powers under Rule 22A(3)(iii) of the Karnataka Land Grant Rules, 1969 (for short, 'the Rules'), subject to the conditions stipulated therein. One of the items of the land that is the subject matter of the said grant order is as found at Sl.No.9 of the schedule to the said order, at page 2, is 75 acres of land in Survey No.55 situated at Kembathahalli, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru, which is subject matter of lease already granted in favour of the petitioners.

5. Learned Senior Counsel appearing for petitioners referring to the aforesaid documents, submits that once a valid lease deed has been executed by a Competent Authority, namely, respondent No.6 – KIADB and the said lease deed is operative and subsisting, the respondent-State could not have sought to take away the land that is the subject matter of the said lease by resorting to the Rules invoked under Annexure-Q. He submits that the exercise of power by the respondent-State, purportedly under the said Rules, to take away the property



that is the subject matter of an otherwise valid contract is arbitrary and impermissible. Hence seeks to allow the petition.

6. On the other hand, learned counsel for respondent No.6 – KIADB, referring to the statement of objections, submits that by virtue of the impugned order passed by the respondent-State, the lease has automatically become invalid and unenforceable.

7. Sri Sidharath Baburao, learned Special Counsel appearing for respondent Nos.1, 2, 4, and 5 submits that the lease granted in favour of the petitioners by respondent No.6 – KIADB is subject to the terms of the Framework Agreement dated 03.04.1997 entered into between the State and the petitioners. He submits that the terms of the lease are amenable to change or revocation at the discretion of the State. However, on a pointed query by this Court to demonstrate any such clause or provision in the Framework Agreement produced at Annexure-A by the petitioners, he submits that no such provision is specifically mentioned therein. He fairly submits that the order at Annexure-Q has been



passed in exercise of powers under the provisions of the Rules and not with reference to framework agreement.

8. Heard and perused the records.

9. Since the lease deed dated 04.07.2002, produced at Annexure-L, is admittedly still valid and subsisting and same having been executed by respondent No.6- KIADB, has not been revoked or cancelled in any manner known to law.

10. In addition, the document produced at Annexure-C, which contains the proceedings of the Government of Karnataka, shows that by order dated 07.10.1999, the Government approved the lease of Government land in favour of Respondent No.6 – KIADB. The land was to be transferred onward to the petitioner for use in the construction of an Express Peripheral Road and Link Road, together with interchanges, related infrastructure, common facilities and amenities for the proposed township. The subject land is listed at Sl.No.10 in the Schedule to the said Government Order. The said Government Order was subsequently modified, as evidenced by the Corrigendum/Addendum dated 12.07.2002,



21.07.2003 and 27.08.2003 produced at Annexures- E, F, and G respectively. The approval granted therein was further confirmed by an Official Memorandum dated 23.10.2003, produced at Annexure-H.

11. Suffice it to State that the said lease deed has been executed by respondent No.6-KIADB with the conscious concurrence and approval of the Government of Karnataka. If at all the Government of Karnataka intended to resume the said land, it ought to have resorted to the means available under law, either by withdrawing the approval accorded to Respondent No.6 – KIADB to grant the lease or by cancelling the lease in the manner known to law. That having not been done, the means and method adopted by the State in passing the impugned order at Annexure-Q, without reference to its earlier orders referred to above and that too in purported exercise of powers under Rule 22A(3)(iii)(a) of the Rules, cannot be countenanced, as the same is not traceable to its earlier approvals and orders found at Annexures - C, D, and E. No material has been placed on record by the respondent-State to demonstrate that the permissions granted under Annexures-



C, D, and E were ever withdrawn, so as to render invalid the execution of the lease deed by respondent No.6-KIADB in favour of the petitioner. As rightly pointed out by the learned Senior Counsel for petitioners, the respondent-State cannot seek to undo what was validly agreed between the petitioners and respondent No.6- KIADB by adopting the course as reflected in Annexure-Q. Even otherwise, Annexure-Q is an order purportedly passed under Rule 22A(3)(iii) of the Rules, which reads as under:

"22A(3)(iii) For the purpose of Housing Scheme, land can be granted free of cost.- In respect of the Karnataka Housing Board or any Urban Development Authority land can be granted free of cost for construction of houses under the subsidized rental housing scheme or subsidized industrial housing scheme. In respect of other Institutions like Rajeev Gandhi Housing Corporation, Slum Clearance Board which could implement the schemes more efficiently and with cost effectiveness, land can be granted [free of cost in order] to avoid litigation when compared to voluntary organisations."

12. Therefore, the State cannot now be heard to contend that the grant of lease was to be governed by the provisions of the Framework Agreement dated 03.04.1997, particularly when the impugned order contains no reference



whatsoever to any alleged non-compliance with or violation of the said provisions.

13. For the aforesaid reasons, the following:

ORDER

- i. The petition is ***allowed***.
- ii. Impugned order to the extent of land bearing survey No.55 measuring 75 acres situated at Kembathahalli Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru, which is the subject matter of the lease deed executed by respondent No.6-KIADB in favour of the petitioners is quashed. Consequently, Annexure-R is also quashed.
- iii. It is made clear the respondent-State is at liberty to initiate such action if advised and required strictly in accordance with law after giving a sufficient opportunity to the petitioners in the matter.

**Sd/-
(M.G.S. KAMAL)
JUDGE**

CPN
List No.: 1 Sl No.: 22