



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 26<sup>TH</sup> DAY OF FEBRUARY, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE M.G.S. KAMAL**

**WRIT PETITION NO. 21099 OF 2022 (GM-KIADB)**

**BETWEEN:**

SRI. M JAYARAMU  
S/O LATE MARIGOWDA  
AGED ABOUT 59 YEARS  
R/AT NO.629, 3<sup>RD</sup> CROSS  
MANCHEGOWDANA KOPPALU  
VIJAYANAGAR  
MYSORE-570 017.

...PETITIONER

(BY SRI. B S NAGARAJ., ADVOCATE)

**AND:**

1. THE STATE OF KARNATAKA  
REP. BY ITS PRINCIPAL SECRETARY  
DEPARTMENT OF INDUSTRY AND COMMERCE  
VIKASASOUDHA  
DR B R AMBEDKAR VEEDI  
BENGALURU-560 001.
2. THE DEPUTY COMMISSIONER  
MYSORE DISTRICT  
MYSURU-570 001.
3. THE DEVELOPMENT OFFICER KIADB  
ZONAL OFFICE, KRS ROAD  
METAGAHALLI POST  
MYSURU-570 016.
4. THE KARNATAKA INDUSTRIAL AREAS





DEVELOPMENT BOARD  
REPRESENTED BY ITS ASSISTANT SECRETARY  
K R S ROAD, METAGAHALLI POST  
MYSURU-570 016.

5. THE JOINT DIRECTOR  
DISTRICT INDUSTRIES CENTRE  
CTI BUILDING, SAYYAJI RAO ROAD  
MYSURU-570 001.

...RESPONDENTS

(BY SMT. B.P. RADHA, AGA FOR R1, R2 & R5;  
SRI. H.L. PRADEEP KUMAR., ADVOCATE FOR R3 & R4 )

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE INTIMATION LETTER DATED 02.07.2020 MADE IN REF. NO.IADB/MYS/5636/988/2020-21 ISSUED BY THE R-4 ASSISTANT SECRETARY KIADB AND THE SAME IS SUBMITTED AT ANNEXURE-A 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**

Petitioner is before this Court seeking following reliefs:

*"I. Issue a writ in the nature of certiorari or any other appropriate writ, or order for quashing the intimation letter dated 02.07.2020 made in Ref. No.IADB/MYS/5636/988/2020-21, issued by the respondent No.4-Assistant Secretary-KIADB, and the same is submitted at Annexure-A and*

*II. Issue a Writ in the nature of Mandamus or any other appropriate writ, directing the Respondent No.3 - The Development officer, KIADB and Respondent No.4, Assistant Secretary, to consider the Resolution dated 10.10.2019, passed by the Sub-Committee*



*Proceedings of the Single Window headed by the Respondent No.5, Joint Director. The true copy of the said Resolution is submitted herewith at Annexure-B."*

2. The case of the petitioner is that his father late Marigowda was the absolute owner in possession and enjoyment of the land measuring 1 acre 9 guntas in Sy.No.325/1 of Hebbal Village, Mysuru Taluk, which was acquired by respondent No.4-KIADB for purpose of formation of road. Respondent-KIADB acquired the other lands belonging to the petitioner. The only extent which remained with the father of the petitioner was an extent of 0.22 guntas in Sy.No.325/2, Hebbal Village, which was partitioned amongst his children, in which an extent of 0.05 1/2 guntas was allotted to the petitioner. For the purpose of reaching the said land there was no road available to the petitioner. As such he made an application on 11.02.2019 requesting respondent No.3-Development officer to grant the marginal land measuring (3+9)/2x30 meters.

3. Respondent No.3-Development officer had made a proposal dated 31.05.2019 to respondent No.5- Joint Director



for placing the proposal before the Single Window Committee to take appropriate decision to grant the said land to the petitioner on the market value of the property prevailed then, since the said land was not useful for allotment for any industrial purpose.

4. Petitioner had made another representation on 20.06.2019 to respondent No.2 -Deputy Commissioner, Mysuru, seeking grant of this marginal land adjacent to his land as it was essential for his usage. He requested respondent No.2-Deputy Commissioner to grant the said land in the same manner and under the terms and conditions in which the adjacent marginal land which was granted to one Smt. Shylaja by Resolution dated 08.03.2017. Pursuant to said representation/application dated 20.06.2019 respondent No.2 - Deputy Commissioner directed respondent No.3-Development Officer vide his letter dated 02.07.2019 and accordingly, Respondent No.3- Development Officer by letter dated 08.07.2019 in turn requested respondent No.5 to place the matter before Single Window Committee for deciding the price in accordance with the guidance value issued by the Sub-Registrar Office. Matter was accordingly placed before the Sub-



Committee of Single Window Agency headed by respondent No.5-Joint Director wherein it was decided to execute the deed of sale in respect to the said piece of land in favour of the petitioner on the same terms and conditions and for the same value as done in the case of one Shylaja. Thus, the resolution was passed allotting the land to the petitioner. After taking possession of the said land from the authorities, respondent No.4-Assistant Secretary, KIADB had issued a letter dated 02.07.2020 calling upon the petitioner to meet him for the purpose of execution of the lease agreement. Being aggrieved by the same petitioner had made representations dated 06.07.2020, 15.12.2020 and 29.04.2022 contending that since the marginal land was given to the petitioner on the basis of a sale by him paying the amount decided by the Single Window Agency, there was no question of he granting any lease over the said land. The said representations have not been considered. Being aggrieved by the intimation dated 02.07.2020 petitioner is before this Court.

5. Learned counsel for the petitioner taking this Court through the records more particularly Annexure- B which is the proceedings of the Single Window Sub-Committee wherein at



paragraph 3 the request of the petitioner for grant of marginal land has been considered and accepted. He also refers to Annexure-G1 which is intimation letter for taking possession issued by respondent-KIADB to the petitioner wherein there is acknowledgment of receipt of Rs.27,09,000/-. Annexure G2 is the possession certificate indicating physical possession having been given to the petitioner. Thus referring to said document he submits that it is not the case as wrongly understood by the respondent of an allotment, but it is a case of out and out sale which the petitioner has purchased by paying the sale consideration determined by the Sub-Committee of the Single Window Agency. Therefore, he submits there is no question of respondent authorities calling upon the petitioner to enter into lease cum sale agreement.

6. Per contra learned counsel appearing for the respondent-KIADB submits that the marginal land was sought as an access to his property. It is only on the basis of his request the marginal land was given as an access and the said land was to be kept vacant. However, since the petitioner had put up a structure thereon, his request for execution of sale



deed cannot be granted. Hence seeks for dismissal of the petition.

7. Heard and perused the records.

8. As rightly pointed out by learned counsel for petitioner, the respondent No.5, who issued Annexure-A appears to have misconstrued the whole facts of the case of the petitioner. There is no dispute that the request of the petitioner for marginal land was accepted by the Sub-Committee of the Single Window Agency. Portion of the proceedings forming part of Annexure B, found at paragraph 3 is extracted hereunder:

"3.ಶ್ರೀ ಎಂ ಜಯರಾಮ ಬಿನ್ ಲೇಟ್ ಮರಿಗೌಡ ಮಂಚೇಗೌಡನಕೊಪ್ಪಲು, ವಿಜಯನಗರ ಮೈಸೂರು  
ಶ್ರೀ ಎಂ ಜಯರಾಮ ಬಿನ್ ಲೇಟ್ ಮರಿಗೌಡ ಮಂಚೇಗೌಡನಕೊಪ್ಪಲು ವಿಜಯನಗರ ಮೈಸೂರು ಇವರು ಹೆಬ್ಬಾಳು ಕೈಗಾರಿಕಾ ಪ್ರದೇಶದಲ್ಲಿರುವ ಸರ್ವೆನಂ. 325/10ರ 0.05.5 ಗುಂಟೆ (301 ಚ.ಮೀ) ಜಮೀನಿಗೆ ಮುಂಭಾಗ ಹೊಂದಿಕೊಂಡಿರುವ ಸರ್ವೆನಂ.318ರ 301 ಚ.ಮೀ ತುಂಡು ಜಾಗವನ್ನು ಹಂಚಿಕೆ ಮಾಡಿಕೊಡಲು ಮನವಿ ಸಲ್ಲಿಸಿದ್ದು. ಈ ಸಂಬಂಧ ಕೆಐಎಡಿಬಿ) ಅಧಿಕಾರಿಗಳು ದಿ:08-03-2017ರಂದು ನಡೆದ 129ನೇ ಜಿಲ್ಲಾ ಏಕಗವಾಕ್ಷಿ ಸಮಿತಿ ಸಭೆಯಲ್ಲಿ ಶ್ರೀಮತಿ ಶೈಲಜ ಬಿನ್ ಚಿಕ್ಕಮರಿಗೌಡ ಇವರಿಗೆ 0.6 ಗುಂಟೆ ಜಮೀನನ್ನು ಉಪನೋಂದನಾಧೀಕಾರಿಗಳು ನಿಗದಿಪಡಿಸಿರುವ ಮೌಲ್ಯದಂತೆ ಹಂಚಿಕೆ ಮಾಡಿರುವುದರಿಂದ ಅದರಂತೆ ಕ್ರಮವಹಿಸಬಹುದೆಂದು ಸಭೆಯಲ್ಲಿ ತಿಳಿಸಿದರು. ಮಂಡಳಿಯ ನಿಯಮಗಳಿಗೊಳಪಟ್ಟು ಅಗತ್ಯಕ್ರಮ ವಹಿಸುವಂತೆ ಸೂಚಿಸಿ ಸಭೆಯಲ್ಲಿ ನಿರ್ಣಯ ಅಂಗೀಕರಿಸಲಾಯಿತು."

9. Thus, the resolution passed by the Sub-Committee was clearly to convey the property absolutely in consideration



of petitioner paying the sale consideration as determined thereunder. Annexure G1 is the intimation letter for taking possession which also evidences payment of entire amount of Rs.27,09,000/- made by the petitioner. Annexure-G2 evidence the possession having been given.

10. Read these documents holistically would only indicate that the respondent-KIADB upon the recommendation made by the Sub-Committee of the Single Window Agency has absolutely conveyed the aforesaid marginal land in favour of the petitioner and it is not a case of allotment in terms of the provisions of KIADB Act or the regulations. As such, Annexure-A now issued by respondent No.4, calling upon the petitioner to enter into lease agreement is unsustainable. Petitioner is entitled for execution of deed of sale as in the case of one Shylaja in terms of deed of sale, copy of which is produced at Annexure-E1.

11. Hence, the following:

**ORDER**

(i) Petition is allowed.



- (ii) Intimation letter dated 02.07.2020 issued by respondent No.4 at Annexure-A is quashed.
- (iii) Respondent No.4 is directed to execute the deed of sale within a period of eight weeks from the date of receipt of certified copy of this order. Any further delay in the matter would entail respondent-KIADB to pay Rs.2,000/- per day of delay till execution of the same.

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