



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 24903 OF 2022 (LB-RES)

BETWEEN:

M/S. AROGYA YOGA (R)
A PARTNERSHIP FIRM
REGISTERED UNDER
THE INDIAN PARTNERSHIP ACT, 1932
HAVING ITS OFFICE AT NO.5
MAHABHODI ROAD
SARASWATHIPURAM
MYSURU -570 009

...PETITIONER

(BY SRI. R.S.RAVI, SENIOR ADVOCATE FOR
SRI. AKARSH KUMAR GOWDA., ADVOCATE)

AND:

1. KARNATAKA HOUSING BOARD
CAUVERY BHAVAN
KEMPEGOWDA ROAD
BENGALURU - 560 009
REPRESENTED BY ITS COMMISSIONER
2. THE EXECUTIVE ENGINEER
KARNATAKA HOUSING BOARD
SARASWATHIPURAM
MYSURU DIVISION
MYSURU - 570 009
3. THE ASSISTANT REVENUE OFFICER
KARNATAKA HOUSING BOARD
SARASWATHIPURAM
MYSURU DIVISION
MYSURU - 570 009
4. THE SENIOR SUB-REGISTRAR
MYSURU NORTH





RAMAKRISHNANAGAR
MYSURU -570 022

5. ST. JOHNS EDUCATIONAL SOCIETY
HOOTAGALLI
MYSURU HUNSUR ROAD
MYSURU -570009
REPRESENTED BY ITS SECRETARY

...RESPONDENTS

(BY SRI. H.L. PRADEEP KUMAR, ADVOCATE FOR R1 TO R3;
SMT. CHANDINI SINGH S. HCGP FOR R4;
SRI. ABUBACKER SHAFI, ADVOCATE FOR R5)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE DEED OF CANCELLATION DATED 26.11.2020 EXECUTED BY THE R2, CANCELLING THE CONDITIONAL SALE DEED DATED 27.07.2010, IN RESPECT OF THE SCHEDULE PROPERTY, VIDE ANNEXURE- H 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 SURAJ GOVINDARAJ

ORAL ORDER

1. Petitioner is before this court seeking for the following reliefs:

- "1. To quash the Deed of cancellation dated 26.11.2020 executed by the 2nd respondent, canceling the Conditional Sale Deed dated 27.07.2010, in respect of the Schedule Property, vide Annexure-H;
2. To quash the allotment of CA site vide order dated 07.08.2018, made in No.Ka.Gru.Mum/Oo.Pra.Vya.(Gra.Se)Hanchike-6/C.A/15/Hootagalli/2018-19, issued by the 1st respondent in favour of 5th respondent, vide Annexure - G;



3. *Direct the 4th respondent to remove the name of 1st respondent in Form 15, vide Annexure - L and re-insert the name of the petitioner in Form No.15;*
4. *Grant such other relief/reliefs as deem fit to grant in the facts and circumstances of case."*

2. Respondent No.1 – Karnataka Housing Board (KHB) issued a notification dated 18.08.2007 inviting applications for allotment of civic amenity sites. Among the sites notified was Site No.15, measuring 2,793.50 square metres, situated at Hootagalli in Mysuru District, classified as a "civic community" site intended for "public purpose".
3. The petitioner, having applied pursuant to the said notification, was allotted Site No.15 by resolution dated 16.04.2010. In furtherance of the allotment, the petitioner paid a sum of Rs.52,62,075/-, and a conditional sale deed dated 27.07.2010 was executed and registered in his favour before the Office of the Senior Sub-Registrar, Mysuru. Consequent upon such registration, the petitioner applied for change of khatha in his name.



4. The allotment in favour of the petitioner was thereafter called in question by Vishwamanava Education Trust in W.P. No.37156/2010. By order dated 02.08.2014, a Coordinate Bench of this Court allowed the writ petition and quashed the allotment made in favour of the petitioner, who was arrayed as respondent No.3 therein. Pursuant to the said order, KHB issued a cancellation letter dated 05.11.2014, produced at Annexure-E.
5. Subsequently, on 26.11.2020, respondent No.2 executed a deed of cancellation, cancelling the conditional sale deed dated 27.07.2010, as per Annexure-H. The site has thereafter been allotted in favour of respondent No.5. Aggrieved by the cancellation letter dated 05.11.2014, the deed of cancellation dated 26.11.2020, and the subsequent allotment in favour of respondent No.5, the petitioner has approached this Court in the present writ petition.
6. Sri R.S. Ravi, learned Senior Counsel appearing for the petitioner, submits that,



6.1. The impugned action is wholly unsustainable in law.

It is contended that the case on hand is not one of mere administrative withdrawal of an allotment. The allotment had culminated in the execution and registration of a conditional sale deed on 27.07.2010, pursuant to full payment of consideration. Once a registered conveyance had come into existence, the relationship between the parties ceased to be purely administrative and was governed by principles of property law. It is therefore submitted that a registered instrument cannot be annulled by a unilateral act of one of the parties.

6.2. Learned Senior Counsel would further contend that cancellation of a registered sale deed can only be effected either by mutual consent of the parties through a duly executed and registered instrument, or by a decree of a competent civil court. In the absence of any such adjudication or mutual rescission, respondent No.2 could not have executed a unilateral deed of cancellation on



26.11.2020. It is emphasised that neither the Karnataka Housing Board nor its officers possess any statutory power enabling unilateral rescission of a concluded and registered conveyance. On these grounds, it is urged that the deed of cancellation dated 26.11.2020, as well as the consequential actions, are liable to be set aside.

6.3. In this regard, he relies upon the decision of the Coordinate Bench of this Court in the case of **Sri. K.Raju Vs. Bangalore Development Authority, Bangalore - reported in 2011(2) KCCR 1217** more particularly paragraph Nos.42 and 43 thereof which are reproduced hereunder for easy reference:

"42. *When the owner of the property sells/conveys the property to a purchaser under a written document and gets the same registered, the right, title and interest in the said property is transferred from the owner to the purchaser on registration of the said document. Thus, once such sale takes place, transfer is complete, the vendor of the property ceases to be the owner of the property. The effect of registration of an instrument not only affects the rights of the parties to the instrument but also affects parties, who may claim under them. Section 31 of the Specific Relief Act provides for cancellation of the written instruments, which is as under:*

"31. When cancellation may be ordered:



(1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable; and the Court may, in its discretion, so adjudge it and order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the Court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation."

43. *It is clear from the above provision that both void and voidable instruments can be cancelled by the Court. This Court in Binny Mill Labour Welfare House Building Co-Operative Society Limited v. D.R. Mruthyunjayaaradhya : ILR 2008 KAR 2245 was considering a similar case where the vendor of the property had unilaterally cancelled the sale deed. It is held as under:*

"Unilaterally he cannot execute what is styled as a deed of cancellation, because on the date of execution and registration of the deed of cancellation, the said person has no right or interest in that property. Normally what can be done by a Court can be done by the parties to an instrument by mutual consent Even otherwise if the parties to a document agree to cancel it by mutual consent for some reason and restore status quo ante, it is possible to execute such a deed. An agreement of sale, lease or mortgage or partition may be cancelled with the consent of the parties thereto. Because in the case of agreement of sale, lease, mortgage or partition, each of the parties to the said document even after the execution and registration of the said deed retains interest in the property and, therefore, it is permissible for them to execute one more document to annul or cancel the earlier deed. However, it would not apply to a case of deed of sale executed and registered. In the case of a sale deed executed and registered, the owner completely loses his right over the property and the purchaser becomes the absolute owner. It cannot be nullified by executing a deed of



cancellation because by execution and registration of a sale deed, the properties are being vested in the purchaser and the title cannot be divested by mere execution of a deed of cancellation. Therefore, even by consent or agreement between the purchaser and the vendor, the said sale deed cannot be annulled. If the purchaser wants to give back the property, it has to be by another deed of conveyance. If the deed is vitiated by fraud or other grounds mentioned in the Contract Act there is no possibility of parties agreeing by mutual consent to cancel the deed. It is only the Court which can cancel the deed duly executed, under the circumstances mentioned in Section 31 and other provisions of the Specific Relief Act. 1963. Therefore, the power to cancel a deed vests with a Court and it cannot be exercised by the vendor of a property.

(Emphasis supplied by me)"

6.4. Placing reliance upon the decision of a Coordinate Bench of this Court in **Sri. K. Raju** it is submitted that in the said decision, this Court has authoritatively delineated the legal consequences that flow from the execution and registration of a sale deed. Once the owner of a property executes a written sale deed conveying the property to a purchaser and the same is registered, the right, title and interest in the property stand transferred to the purchaser upon such registration. The transfer is complete, and the vendor ceases to have



any right, title or interest in the property. The effect of registration is not confined merely to the parties to the instrument, but extends to all those claiming under them.

6.5. The Court further adverted to Section 31 of the Specific Relief Act, 1963, which provides for cancellation of written instruments. The provision contemplates that where a written instrument is void or voidable and a person apprehends serious injury if it is allowed to stand, such person must approach a competent civil court seeking adjudication. Upon the Court adjudging the instrument void or voidable, it may order its cancellation, and where the instrument is registered, a copy of the decree is to be transmitted to the registering authority for appropriate endorsement. Thus, cancellation of a registered instrument is a judicial act and not an administrative or unilateral one.



6.6. The Coordinate Bench, while referring to its earlier decision in **D.R. Mruthyunjayaaradhya**, categorically held that a vendor cannot unilaterally execute a deed styled as a “cancellation deed” after having executed and registered a sale deed, for the reason that upon registration, the vendor ceases to have any subsisting right or interest in the property. The Court clarified that while certain instruments such as agreements of sale, lease, mortgage or partition may be cancelled by mutual consent, since parties thereto may continue to retain some interest in the property, the same principle does not apply to a completed and registered sale deed.

6.7. In the case of a registered sale deed, title vests absolutely in the purchaser and cannot be divested by mere execution of a deed of cancellation. Even mutual consent between vendor and purchaser would not suffice to annul such a sale; if the purchaser intends to reconvey the property, it must be by execution of a fresh deed of conveyance.



Where the sale deed is alleged to be vitiated by fraud or other grounds under the Contract Act, the remedy lies only in approaching a competent civil court for cancellation under Section 31 of the Specific Relief Act. The power to cancel such a deed vests exclusively in the Court and cannot be exercised unilaterally by the vendor.

6.8. Learned Senior Counsel submits that in the present case, once the conditional sale deed dated 27.07.2010 was executed and registered, the Karnataka Housing Board ceased to retain any unilateral power to rescind or cancel the same. The deed of cancellation dated 26.11.2020, having been executed without recourse to a competent civil court and without any adjudication under Section 31 of the Specific Relief Act, is therefore contended to be wholly without jurisdiction and liable to be set aside.

6.9. He also relies upon the decision of the Hon'ble Apex Court in the case of ***ITC Limited Vs. State of***



Uttar Pradesh and Others - (2011) 7 SCC 493,

more particularly, paragraph No.96 thereof which is reproduced hereunder for easy reference:

"96. Let us sum up the position. The allotment of commercial plots by Noida Authority to the appellants for setting up hotels is valid. There is no violation of the regulations or policies of Noida Authority in allowing commercial plots for hotels. Therefore, cancellation of allotment is unsustainable. There is however violation of the regulations and policies of Noida Authority in making such allotment on fixed rate basis, instead of inviting sealed tenders or holding public auction. this violation occurred on account of a mistake on the part of the officers of Noida Authority in misinterpreting the Government Policy dated 22-5-2006. The allottees were in no way to be blamed for the mistake. Nor were the allottees guilty of any suppression, misstatement or misrepresentation of facts, fraud, collusion undue influence in obtaining the allotments at Rs 7400 per square metre. The mistake was found out by the State Government, in exercise of revisional jurisdiction. But by then the allotment was followed by payment of premium, execution of the lease deed, and delivery of possession."

6.10. By relying on ***ITC LTD's***, the submission made is that in the said decision, the Hon'ble Apex Court, while considering the cancellation of allotment of commercial plots by the Noida Authority, undertook a comprehensive examination of the legal consequences flowing from a completed allotment followed by execution of a lease deed and delivery



of possession. The Hon'ble Supreme Court held that though there was a procedural irregularity on the part of the Authority in not resorting to sealed tenders or public auction, such irregularity had occurred on account of a mistake committed by the officers of the Authority in misinterpreting Government policy. Crucially, the allottees were found to be free from blame, there was no suppression, misstatement, misrepresentation, fraud, collusion or undue influence attributable to them.

6.11. The Court emphasised that by the time the mistake was detected, the allotment had already culminated in payment of premium, execution of the lease deed and delivery of possession. In such circumstances, cancellation of the allotment was held to be unsustainable.

6.12. Relying upon the above principle, learned Senior Counsel submits that even assuming, without admitting, that there was any procedural infirmity



or irregularity in the allotment made by the Karnataka Housing Board, the petitioner cannot be penalised for any alleged mistake committed by the Authority. It is contended that:

6.12.1. The petitioner applied pursuant to a public notification.

6.12.2. The allotment was made by a formal resolution.

6.12.3. The entire consideration amount was paid.

6.12.4. A conditional sale deed was executed and registered.

6.12.5. The transaction had thus attained finality.

6.13. There is no allegation of fraud, misrepresentation or suppression on the part of the petitioner. In such circumstances, as held by the Hon'ble Supreme Court, once the allotment has culminated in execution of a registered instrument and consequential acts have followed, the Authority cannot retrospectively nullify the transaction merely



on the ground of an internal mistake or subsequent reinterpretation of policy.

6.14. It is therefore contended that the impugned cancellation, effected long after execution and registration of the sale deed, is arbitrary, legally unsustainable, and contrary to the settled principles laid down by the Apex Court.

7. Sri H.L. Pradeep Kumar, learned counsel appearing for respondent Nos.1 to 3, submits that,

7.1. The petitioner is wrongly describing the cancellation as a unilateral act of the Karnataka Housing Board. He states that the order dated 05.11.2014 was not an independent decision taken by the Board on its own. According to him, this order was only a consequential order passed after the Hon'ble Coordinate Bench of this Court, by its order dated 02.08.2014 in W.P. No.37156/2010, had already quashed the allotment made in favour of the petitioner. Once this Court set aside the allotment itself, the very foundation of the petitioner's claim



came to an end, is his submission. Therefore, the Board was bound to act in accordance with that judicial order.

7.2. The Board had no discretion in the matter after the allotment was quashed. When a Court declares an allotment invalid, the authority which granted the allotment cannot continue to treat it as valid. Hence, the letter dated 05.11.2014 was only issued to formally record the effect of the Court's order.

7.3. Learned counsel also points out that the matter did not stop with the order of the Hon'ble Single Judge. The said order was challenged before the Hon'ble Division Bench of this Court in W.A. No.2569/2014. Thereafter, the proceedings were carried to the Hon'ble Apex Court in SLP No.17845/2015. Thus, the issue was examined at different levels of the judicial system, hence all the orders are judicial orders binding on the parties thereto. He submits that only after the appeal before the Hon'ble Division Bench and the Special Leave Petition



before the Hon'ble Supreme Court were disposed of, and the earlier order attained finality, the respondents proceeded to execute the cancellation deed dated 26.11.2020. Therefore, the deed of cancellation was executed after the judicial process was fully completed.

7.4. According to him, it cannot be said that the cancellation deed was executed secretly, arbitrarily, or without authority. It was executed only to give full effect to the orders passed by the Hon'ble Courts. He submits that once the allotment itself stood quashed by judicial orders, the conditional sale deed could not survive independently.

7.5. He therefore argues that the petitioner cannot challenge the cancellation deed alone without questioning the earlier judicial orders which have already attained finality. In his submission, the actions of respondent Nos.1 to 3 were only in obedience to the directions of the Hon'ble Courts



and not a unilateral or independent administrative decision.

8. The submission of Sri. Abubacker Shafi, learned counsel for respondent No.5 is that the allotment made in favour of respondent No.5 being the Education Society is proper and correct and cannot be interfered with.
9. Heard Sri. R.S.Ravi learned Senior Counsel appearing for Sri. Akarsh Kumar Gowda, learned counsel for the petitioner, Sri. H.L.Pradeep Kumar, learned counsel for respondent Nos.1 to 3 and Sri. Abubacker Shafi, learned counsel for respondent No.5. Perused the papers.
10. The points that would arise for consideration of the Court are:
 - 1. Whether the cancellation made on 05.11.2014 by respondent No.1/KHB vide Annexure - E is unilateral in nature as contented by the petitioner?**
 - 2. Whether the deed of cancellation dated 26.11.2020 executed by respondent No.2 cancelling the conditional sale deed dated 27.07.2010 without the petitioner being a party to said document is a unilateral document**



requiring interference at the hands of this Court?

3. What order?

11. I answer the above points as follows.
12. **Answer to point No. 1: Whether the cancellation made on 05.11.2014 by respondent No.1/KHB vide Annexure - E is unilateral in nature as contented by the petitioner?**
 - 12.1. Though learned Senior Counsel for the petitioner has argued that the order dated 05.11.2014 is unilateral, I am unable to agree with the said submission.
 - 12.2. The facts show that the allotment of the Civic Amenity (CA) site in favour of the petitioner was challenged by Vishwamanava Education Trust in W.P. No.37156/2010. In that writ petition, the present petitioner was arraigned as respondent No.3. Therefore, the petitioner was very much a party to those proceedings and had the opportunity to place his defence before the Hon'ble Court.
 - 12.3. The Hon'ble Coordinate Bench of this Court, by order dated 02.08.2014, examined all the contentions raised in the matter, including the objections and defences put forward by the petitioner. After considering the entire material on



record, the Hon'ble Court relied upon the judgment of the Hon'ble Apex Court in **Bangalore Medical Trust v. B.S. Muddappa**.

- 12.4. In the said decision, the Hon'ble Supreme Court held that a private nursing home is essentially a commercial venture and a profit-oriented activity. It was observed that such an activity cannot be treated as a "public purpose" so as to justify allotment of a Civic Amenity site. Applying the above principle, and for other reasons recorded in the judgment, the Hon'ble Coordinate Bench came to the conclusion that the allotment made in favour of respondent No.3 (the present petitioner) was not sustainable in law.
- 12.5. Accordingly, the Hon'ble Court quashed the allotment made in favour of the petitioner. At the same time, the Hon'ble Court directed the Karnataka Housing Board to consider the representation of the petitioner for allotment of a site within three months from the date of receipt of a copy of the order.
- 12.6. In view of the above, the order dated 05.11.2014 issued by KHB cannot be termed as unilateral. The allotment itself had already been set aside by a judicial order passed by the Hon'ble Coordinate Bench of this Court. The Board was only giving



effect to the said order. Therefore, the cancellation dated 05.11.2014 is a consequential action taken in compliance with the order of the Hon'ble Court and not an independent or unilateral decision taken by the Board.

12.7. The order dated 05.11.2014 reads as under.

**"ಆದೇಶ ಸಂಖ್ಯೆ ಕಗ್ಗಮಂ/ಉಪ್ರವ್ಯ(ಗ್ರಾಸೇ)/ಹಂಚಿಕೆ-5/ಮೈಸೂರು
ಹೂಟಗಲ್ಕಿ/ಸಿ.ಎ 15/2014-15,
ದಿನಾಂಕ 05-11-2014.**

ಮೇಲಿನ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಡಾ||
ಜೆ. ರವಿಶಂಕರ್, ಭಾ.ಅ.ಸೇ, ಗೃಹ ಆಯುಕ್ತರು, ಕರ್ನಾಟಕ ಗೃಹ ಮಂಡಳಿ,
ಬೆಂಗಳೂರು ಅದ ನಾನು ಅರೋಗ್ಯ ಯೋಗ (ರಿ), ನಂ.5. ಈಜುಕೊಳದ ರಸ್ತೆ,
ಸರಸ್ವತಿಪುರಂ, ಮೈಸೂರು, ಇವರಿಗೆ ಮೈಸೂರು ನಗರದ ಹೂಟಗಲ್ಕಿ
ಬಡಾವಣೆಯಲ್ಲಿ ಉಲ್ಲೇಖ (1) ರಂತೆ ಹಂಚಿಕೆಯಾಗಿದ್ದ ಸಿ.ಎ ನಿವೇಶನ ಸಂಖ್ಯೆ 15
ಅನ್ನು ಉಲ್ಲೇಖ (3) ರಂತೆ ಮಾನ್ಯ ಕರ್ನಾಟಕ ಉಚ್ಚನ್ಯಾಯಾಲಯದ ಆದೇಶ
ದಿನಾಂಕ 02-08-2014 (ಪ್ರಕರಣ W.P NO.37156/2010 (LB-
RES) ಪ್ರಕಾರ, ಸಿ.ಎ. ನಿವೇಶನ ಸಂಖ್ಯೆ 15, ಆರೋಗ್ಯ ಯೋಗ (ರಿ), ನಂ.5,
ಈಜುಕೊಳದ ರಸ್ತೆ, ಸರಸ್ವತಿಪುರಂ, ಮೈಸೂರು ಇವರಿಗೆ ಹಂಚಿಕೆಯಾಗಿರುವ ಸಿ.ಎ
ನಿವೇಶನವನ್ನು ರದ್ದುಗೊಳಿಸಲಾಗಿರುತ್ತದೆ."

12.8. The order dated 05.11.2014, issued by the Karnataka Housing Board, clearly states that it has been passed after examining the facts mentioned in the proposal and in view of the order dated 02.08.2014 passed by the Hon'ble High Court of Karnataka in W.P. No.37156/2010 (LB-RES).



12.9. The order specifically refers to the judgment dated 02.08.2014 and records that the Civic Amenity Site No.15, which had earlier been allotted to the petitioner at Hootagalli Layout, Mysuru, is cancelled in terms of the said judgment of the Hon'ble Court.

12.10. Therefore, the language of the order itself makes it clear that:

12.10.1. The cancellation was not made independently by the Karnataka Housing Board.

12.10.2. The order of this Hon'ble Court dated 02.08.2014 is expressly referred to.

12.10.3. The cancellation was made in compliance with the directions issued in W.P. No.37156/2010.

12.11. When a judicial order sets aside an allotment, the authority concerned is required to implement that order. The Board cannot ignore or act contrary to the decision of the Hon'ble Court. The order dated 05.11.2014 only gives effect to the judicial decision already taken.

12.12. In view of the clear reference to the order dated 02.08.2014 and the fact that the allotment had already been quashed by the Hon'ble Coordinate Bench of this Court, the order dated 05.11.2014



cannot be treated as a unilateral decision of respondent No.1. It is only a consequential order passed to implement the judgment of this Hon'ble Court in W.P. No.37156/2010.

12.13.The aforesaid order indicates that the said order was passed based on the order dated 02.08.2014 in W.P.No.37156/2010 which is clearly and categorically referenced in the said order. Thus, the order dated 05.11.2014 is only a consequential order giving effect to the order passed by this Court in W.P. No. 37156/2010 and cannot be said to be a unilateral order which has been passed by respondent No.1.

12.14.The order dated 05.11.2014 was challenged by the petitioner by filing W.A. No.2569/2014 before the Hon'ble Division Bench of this Court.

12.15.The Hon'ble Division Bench considered the entire matter afresh. It examined the reasoning given by the Hon'ble Single Judge in W.P. No.37156/2010. It also examined the grounds urged by the present petitioner in support of the allotment. After detailed consideration, the Hon'ble Division Bench came to a clear and categorical conclusion that the findings recorded by the Learned Single Judge were proper and did not call for interference.



12.16. In particular, the Hon'ble Division Bench approved the reliance placed by the Learned Single Judge on the judgment of the Hon'ble Apex Court in **Bangalore Medical Trust v. B.S. Muddappa**. The Hon'ble Division Bench held that the principle laid down in the said judgment was correctly applied to the facts of the present case. It was therefore held that the allotment of the Civic Amenity site in favour of the petitioner was not sustainable in law. On that basis, the writ appeal was dismissed and the quashing of the allotment was confirmed.

12.17. Still aggrieved, the petitioner approached the Hon'ble Supreme Court by filing S.L.P. No.17845/2015. The Hon'ble Apex Court, by order dated 27.11.2015, dismissed the Special Leave Petition. Though the dismissal was at the threshold and without a detailed judgment, the effect of such dismissal is that the order of the Hon'ble Division Bench remained undisturbed. Consequently, the order of the Hon'ble Single Judge, as affirmed by the Hon'ble Division Bench, attained finality.

12.18. Thus, the position that emerges is clear:

12.18.1. The allotment in favour of the petitioner was quashed by the Hon'ble Single Judge.

12.18.2. The said decision was affirmed by the Hon'ble Division Bench.



12.18.3. The Special Leave Petition filed before the Hon'ble Supreme Court was dismissed.

12.18.4. Therefore, the judicial findings against the petitioner stood confirmed at all levels.

12.19. In light of these facts, the order dated 05.11.2014 at Annexure-E cannot be termed as a unilateral act of the Karnataka Housing Board. The allotment itself had already been declared invalid by judicial orders. The Board was bound to act in accordance with those binding orders. It had no authority to ignore them or to continue the allotment in spite of the judicial declaration.

12.20. Therefore, the impugned order dated 05.11.2014 is only a consequential order issued to implement the judgments passed by the Hon'ble Courts. It is not an independent or arbitrary decision taken by respondent No.1. The contention of the learned Senior Counsel for the petitioner that the order is unilateral cannot be accepted.

13. **Answer to point No.2: Whether the deed of cancellation dated 26.11.2020 executed by respondent No.2 cancelling the conditional sale deed dated 27.07.2010 without the petitioner being a party to said document is a unilateral document requiring interference at the hands of this Court?**



13.1. The contention in this regard by referring **Sri. K Raju's** case supra is that once a registered document has been executed, a cancellation of the registered document cannot be made by one of the parties and reference has been made to Section 31 of the Specific Relief Act, 1963, which has been reproduced below for easy reference:

"31. When cancellation may be ordered.— (1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable; and the court may, in its discretion, so adjudge it and order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation."

13.2. The learned Senior Counsel for the petitioner has placed reliance on the judgment in **Sri. K. Raju**. His main argument is that once a sale deed is executed and registered, it cannot be cancelled by one party on its own. According to him, such cancellation is legally not permissible unless a competent Court passes an order to that effect.

13.3. In support of this submission, reliance is also placed on Section 31 of the Specific Relief Act, 1963. Section 31 clearly provides that when a written instrument is alleged to be void or voidable, and a



person apprehends serious injury if it is allowed to remain in force, such person must approach a competent Court. The Court may then examine the matter and, if satisfied, declare the document void or voidable and order its cancellation. Further, if the document is a registered one, the Court must send a copy of its decree to the registering authority, who will make a note of such cancellation in the official records.

- 13.4. The principle flowing from Section 31 and from the decision in **Sri K. Raju's case** is clear. A registered document cannot be cancelled unilaterally by one of the parties. The power to cancel such a document lies with a competent Court.
- 13.5. However, this principle applies to cases where a party, on its own, decides to cancel a registered sale deed without there being any judicial order declaring the transaction invalid. That is not the factual position in the present case.
- 13.6. In the present matter, the allotment made in favour of the petitioner was challenged before the Hon'ble Single Judge of this Court in W.P. No.37156/2010. After considering all the contentions raised by the parties, the Hon'ble Single Judge quashed the allotment. Therefore, the very basis on which the



sale deed had been executed stood set aside by a judicial order.

- 13.7. The petitioner challenged the said order before the Hon'ble Division Bench in W.A. No.2569/2014. The Hon'ble Division Bench dismissed the appeal and confirmed the order of the Hon'ble Single Judge. The petitioner then approached the Hon'ble Supreme Court by filing S.L.P. No.17845/2015. The Hon'ble Apex Court dismissed the Special Leave Petition. As a result, the quashing of the allotment attained finality.
- 13.8. Thus, it is not a case where the Karnataka Housing Board, on its own, decided to cancel a valid sale deed. The allotment itself had already been declared invalid by judicial orders passed by competent Courts at three levels. Once the allotment was quashed, the sale deed executed pursuant to such allotment could not survive independently.
- 13.9. The cancellation letter and the deed of cancellation were therefore executed only to give effect to the binding judicial orders. They were consequential and ministerial acts. The Board was only implementing what had already been decided by the Hon'ble Courts. It had no discretion to act otherwise.



13.10. In such circumstances, the present case does not fall within the mischief of the law laid down in **Sri K. Raju's case**. That decision deals with unilateral cancellation without judicial backing. Here, the cancellation flows directly from judicial orders which have attained finality.

13.11. Therefore, the contention of the petitioner that the cancellation is unilateral in nature cannot be accepted. The same is accordingly rejected.

14. **Answer to point No.3: What Order?**

14.1. In view of my findings in respect of point Nos.1 and 2 no grounds being made out, the petition stands ***dismissed***.

14.2. The amount deposited by the petitioner with respondent No.1 is directed to be returned within 30 days along with interest at the rate of 9% per annum.

**Sd/-
(SURAJ GOVINDARAJ)
JUDGE**

HJ
List No.: 2 Sl No.: 20