



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

WRIT APPEAL NO. 1781 OF 2025 (LA-BDA)

BETWEEN:

MR. SYED ISMAIL
AGED ABOUT 51 YEARS,
S/O. LATE SYED IBRAHIM,
R/AT NO. 437/B,
5TH CROSS, NEAR BDA COMPLEX,
HBR LAYOUT,
2ND BLOCK, BENGALURU-560043.

...APPELLANT

(BY SRI.D.R.RAVISHANKAR., SENIOR ADVOCATE FOR
SRI.SARAVANA S., ADVOCATE)

AND:

1. BANGALORE DEVELOPMENT AUTHORITY
T. CHOWDAIAH ROAD,
KUMARAPARK WEST,
BENGALURU-560 020,
REPRESENTED BY ITS COMMISSIONER.
2. THE LAND ACQUISITION OFFICER
BANGALORE DEVELOPMENT AUTHORITY,
T. CHOWDAIAH ROAD,
KUMARA PARK WEST,
BENGALURU-560 020.
3. SRI. C. SHIVARAJU
AGED ABOUT 56 YEARS,
S/O. LATE SRI. CHIKKAMININAGAPPA,

Digitally
signed by
RIKHA R
Location:
High
Court of
Karnataka



R/AT NO. 31, 2ND MAIN ROAD,
MARENAHALLI,
VIJAYANAGAR,
BENGALURU-560 050.

4. SRI. HANUMANTHAPPA
AGED ABOUT 69 YEARS,
S/O. MR. MUNINAGAPPA,
R/AT NO. 17/8, 1ST MAIN ROAD,
MARENAHALLI, VIJAYANAGAR,
BENGALURU-560 050.

...RESPONDENTS

(BY SRI.UDAY HOLLA., SENIOR ADVOCATE FOR
SRI.K.S.RAMU., ADVOCATE FOR R3;
SMT.Y.P.VIJAYA VASANTHA KUMARI., ADV. FOR R4)

THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA
HIGH COURT ACT PRAYING TO SET ASIDE THE ORDER PASSED
BY THE LEARNED SINGLE JUDGE IN WP No-11630/2021 DATED
21.07.2025 AND CONSEQUENTLY ALLOW THE PETITION
DIRECTING THE RESPONDENT AUTHORITIES TO EITHER a)
DISBURSE THE COMPENSATION PAYABLE FOR THE ACQUIRED
LANDS IN FAVOUR OF THE APPELLANT BEING THE PERSON
HAVING BENEFICIAL INTEREST OR ALTERNATIVE b) REFER
THE DISPUTE UNDER SECTION 18 OF THE LAND ACQUISITION
ACT 1894 TO THE JURISDICTIONAL CIVIL COURT FOR
ADJUDICATION OF THE ENTITLEMENT.

THIS APPEAL, COMING ON FOR FINAL HEARING, THIS
DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF



ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE T.M NADAF)

The unsuccessful petitioner in W.P.No.11630/2021 is before us in this Writ Appeal filed under Section 4 of the Karnataka High Courts Act, 1961, challenging the order dated 21.07.2025 passed by the Writ Court. The Writ Court under the impugned order, rejected the Writ Petition.

2. The parties are referred to as per their rankings before the Writ Court.

3. The brief factual matrix leading to filing of this appeal are as under:

The petitioner was before the Writ Court seeking a direction for issuance of a writ in the nature of mandamus directing consideration of the representations of the petitioner dated 05.07.2019, 26.12.2019 and 18.03.2021 and disbursement of compensation for the acquisition of subject land to the petitioner. Alternatively, he sought



direction to respondents 1 and 2 to make a reference to the jurisdictional Court under Section 18 of the Land Acquisition Act for adjudication of the claim for compensation.

4. The case of the petitioner as put forth before the Writ Court is, the third respondent purchased the subject property in Sy.No.42/3 of Meda Agrahara Village, Yelahanka Hobli, Bengaluru North Taluk measuring 01 Acre 06 Guntas on 17.02.2005. On 22.09.2005, the third respondent further purchased another property bearing Sy.No.42/2 of the same area measuring 20 Guntas. Subsequent to purchase, both the afore-mentioned lands stood in the name of the third respondent - C.Shivaraju and all revenue and statutory entries were transferred to his name. As things stood thus, the Bangalore Development Authority (for short 'the BDA') issued Preliminary Notification on 30.12.2008 for acquiring vast areas of land for formation of 'Dr.Shivaram Karanth Layout', which also included aforementioned lands.



5. Pursuant to issuance of Preliminary Notification, other Writ Petitioners were before the Writ Court and during the pendency of the said Writ Petitions, the present petitioner and another enters into an agreement for sale for a sale consideration of Rs.1,40,40,000/- and transfers an amount of Rs.40,00,000/- in favor of the third respondent on 05.01.2012. However, on 05.07.2012, the agreement holder gets a part of the agreement cancelled on receiving back Rs.12,50,000/- by executing cancellation deed. Though the agreement was cancelled in part, but the major part of the agreement was still in subsistence. As per the agreement, 6 months time was provided to execute the sale deed. As the sale deed was not executed, the petitioners filed a bare suit for permanent injunction in O.S.No.1552/2012 before the concerned jurisdictional Court restraining the third respondent from alienating the properties. Later, an amendment was sought for the relief of specific performance of an agreement. By an order dated



14.07.2023, the Civil Court allowed the amendment and in view of the value being exceeded as stated in the agreement of sale, the plaint was ordered to be returned to present before the appropriate Court having jurisdiction, which reads as under:

"ORDER

Acting under order VII Rule 10 of Code of Civil Procedure plaint presented by the plaintiff is hereby returned for presentation before the Hon'ble Senior Civil Judge Court, Bengaluru Rural District, Bengaluru.

The plaintiff shall present the plaint before the Hon'ble Senior Civil Judge Court, Bengaluru Rural District, Bengaluru on or before 14.08.2023.

Office is directed to close the case in the concerned register.

Office is directed to return the plaint by taking acknowledgement receipt of return of plaint in the concerned register immediately."

6. In the interregnum, the Final Notification came to be issued on 30.10.2018. Pursuant to the Final Notification which includes subject lands, representations galore from the hands of the petitioner seeking



compensation for the lands so acquired. Three of the representations are noted supra. The non-consideration of the representations has driven the petitioner to the Writ Court.

7. The Writ Court having considered the rival submissions, rejected the Writ Petition on the reasons stated in Paragraphs 12 to 17, which reads as under:

"12. Shortly thereafter, the petitioner institutes a suit in O.S.No.1552 of 2012 before the concerned Court initially seeking the relief of injunction, and subsequently amending the plaint prayer by seeking the relief of specific performance. Some clauses in the amended plaint read as follows:

"....

9. That the cause of action for the suit arose on when the plaintiff and defendant have entered into agreement of sale dated 5-01-2012 and on 30-10-2012 when the defendant along with third parties had come near the suit schedule properties and was negotiating to alienate the suit schedule properties and when the plaintiff requested the defendant not to do so as he has already entered agreement with him and go on with transaction with plaintiff and when the defendant refused to do so and subsequently, within the jurisdiction of this Hon'ble Court.

10. That the Plaintiffs have not filed any other suit against the Defendants on the same cause of action nor has any such suit been turned down by any Court, and the said suit is filed within time.

11. That the fixed court fee as contemplated under the Karnataka Court Fee and Suits Valuation Act is paid hereon. Separate Valuation slip is annexed.



12. No legal proceedings/court litigation past/present is pending with regard to any part of the subject matter of this suit.

WHEREFORE, the plaintiff respectfully prays that this Hon'ble Court be pleased to pass a judgment and decree against the defendant:

(a)(i) That the defendant transfer the suit schedule properties to the plaintiff by duly executing and registering a sale deed in terms of the Agreement to Sell dated 05.01.2015 by receiving the balance sale consideration or in the alternative direct the defendant to pay to the plaintiff a sum of ₹45,00,000/- together with interest at the rate of 18% per cent per annum calculated from 06-01-2015.

... .."

Issues were framed in the said suit on 17-01-2014. The petitioner is said to have filed an application under Order 6 Rule 17 CPC in O.S.No.1552 of 2012 which comes to be dismissed on 28-06-2017. After all this, comes the final notification in terms of the directions of the Apex Court on 30-10-2018. The petitioner wakes up and takes two steps – one submitting plethora of representations to the BDA seeking compensation and the other challenging the order dated 28-06-2017 passed by the civil Court rejecting the application for amendment of plaint under Order 6 Rule 17 CPC. On the strength of the agreement the petitioner is now wanting to take the compensation that the land owner is at all times entitled. Whether this would be permissible in law is what is required to be noticed.

13. The agreement of sale that underpins the petitioner claim is, notably unregistered. The unregistered agreement is said to have been cancelled by another unregistered document. Therefore, cancellation, too, is cloaked in the same infirmity. Therefore, if the agreement gives the



*petitioner some right, its cancellation has taken away the said right. Both are unregistered documents. What is the purport of unregistered agreement of sale need not detain this Court for long or delve deep into the matter. The Apex Court in the case of **MAHNOOR FATIMA IMRAN v. VISWESWARA INFRASTRUCTURE PRIVATE LIMITED**, has held as follows:*

" "

*15. The respondents herein who were the writ petitioners have emphasised their claims on the basis of the decision in **Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana**. The said decision has been cited to argue that the title deeds; registered instruments of conveyance, are to be deemed valid unless set aside or declared void by a Civil Court of competent jurisdiction. There is no such dictum in the said decision wherein a Division Bench of this Court was concerned with conveyances made on the strength of agreements of sale, General Power of Attorney and Wills. The issue addressed was avoidance of execution and registration of deed of conveyances as a mode of transfer of a free hold immovable property, especially in the teeth of Section 17 and Section 49 of the Registration Act. The tendency to adopt Power of Attorney sales along with execution of sale agreements and a bequeath by way of will, instead of execution and registration of proper deeds of conveyance on receipt of full consideration was deprecated. We extract paragraphs 15 to 17 of an earlier order dated 15.05.2009 in the said case, extracted as such in para 15 of the aforesaid decision:*



HC-KAR

**NC: 2026:KHC:17315-DB
WA No. 1781 of 2025**

"15. The Registration Act, 1908 was enacted with the intention of providing orderliness, discipline and public notice in regard to transactions relating to immovable property and protection from fraud and forgery of documents of transfer. This is achieved by requiring compulsory registration of certain types of documents and providing for consequences of non-registration.

16. Section 17 of the Registration Act clearly provides that any document (other than testamentary instruments) which purports or operates to create, declare, assign, limit or extinguish whether in present or in future 'any right, title or interest' whether vested or contingent of the value of Rs. 100 and upward to or in immovable property.

17. Section 49 of the said Act provides that no document required by Section 17 to be registered shall, affect any immovable property comprised therein or received as evidence of any transaction affecting such property, unless it has been registered. Registration of a document gives notice to the world that such a document has been executed."

16. *The observation that registration of a document gives notice to the world that such a document has been executed is not to confer an unimpeachable validity on all such registered documents. Even the respondents/writ petitioners accept that the presumption coming forth from a registered deed of conveyance is rebuttable. While reserving the right of persons who had obtained sale agreement/general power of attorney/will executed, to complete confirmation of title on them by getting registered deeds of conveyance, the conclusion of the cited decision, which acts as a binding precedent, is available in para 24, which we extract hereunder:—*

"24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of "GPA sales" or "SA/GPA/will transfers" do not convey title and do not amount to transfer, nor can they be recognized or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither



HC-KAR

NC: 2026:KHC:17315-DB
WA No. 1781 of 2025

convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53-A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales."

17. It is in this context that we must examine the document of 19.03.1982, an agreement which is said to have been validated in the year 2006. We immediately notice that the very contention of the writ petitioners is only that they have obtained proper conveyances by registered sale deeds from Bhavana society, whose claim is under the agreement of 1982, which has not till date been registered and hence cannot be recognized as a valid mode or instrument of transfer of immovable property, going by the above decision.

...

...

...

22. Further, an instrument of conveyance is compulsorily registrable as required under the Registration Act. Section 23 prescribes four-months' time for presenting a document for registration from the date of its execution. Section 24 provides that if there are several persons executing a document at different times, such document may be presented for registration or re-registration within four months from the date of such execution. In the instant case, all the executants, parties to the agreement, have signed on the day shown in the agreement. The proviso to Section 34 also enables the Registrar to condone the delay, if the document is presented within a further period of four months, on payment of a fine. The validation of the sale agreement, which clearly is shown to be not one executed by the declarants, by reason of it materially differing from that produced as Annexure P-33, on the strength of which a suit for specific performance was filed by the vendor, the Bhavana Society, which is also the intended purchaser in the sale agreement of 1982, it smacks of fraud. The agreement of 1982, the original one and the revalidated one, cannot result in a valid title, merely for reason that the subsequent instrument had been registered. As we noticed at the outset, the learned Single Judge did not decide the title but only raised valid suspicion insofar as the title of the vendor in the deed of conveyance. Even according to the writ petitioners, their



claim stems from a sale agreement, which is not a proper deed of conveyance, especially since it is not a registered document.

23. The Division Bench has found possession on the appellants and the writ petitioners by virtue of two interim orders passed by Co-ordinate Benches of the High Court. The first one is in W.P. No. 29547 of 2011, wherein the Lok Ayukta was directed not to pass any further orders but the State Government and the APIIC Ltd. were not restrained from taking any action in accordance with law. The interim order in W.P. No. 4466 of 2012 also does not establish possession on the writ petitioners. Undoubtedly, the 53 acres would be comprised in the 99.07 acres alleged to have been resumed to the possession of the original declarants through their GPA, but there is nothing on record indicating the possession, either of the respondents/writ petitioners or the appellants/respondents in the writ petition."

(Emphasis supplied)

Therefore, nothing flows to the hands of the petitioner unless there is a determination by any Court of law, with regard to his rights qua the agreement of sale.

14. What happens in the civil suits so instituted later, also requires to be noticed. As observed hereinabove, the petitioner had preferred Writ Petitions challenging the order rejecting the application for amendment under Order VI Rule 17 of the CPC. Those were allowed and the amendment was permitted. Pursuant thereto, the amendment was carried out on 12-04-2023. In the light of the amendment, the pecuniary jurisdiction of the concerned Court was lost. Therefore, the concerned Court directed return of the plaint for representing it before the Court having jurisdiction. The said order reads as follows:

"This order arises out of the memo for transfer filed by the counsel for the plaintiff on 01.07.2023 as this court having no pecuniary jurisdiction to try this suit.



2. Heard.

3. Originally the Plaintiff has filed the present suit for permanent injunction with respect of suit schedule property. In view of the amendment order 12.04.2023 passed by the Hon'ble High Court of Karnataka in W.P. No.50995/2019, the nature of the suit was changed and prayer of specific performance of contract was inserted. After filing of amended plaint the plaintiff has filed the fresh valuation slip of the suit schedule property on 01.07.2023 and stated that for the purpose of pecuniary jurisdiction suit schedule property is valued at Rs.1,18,80,000/.

4. The Plaintiff has valued the suit schedule property for the purpose of pecuniary jurisdiction at Rs.1,18,80,000/- As per Section 17 of the Karnataka Civil Code Act, the jurisdiction of a court of a Civil Judge, shall extend to all original suits and proceedings of a Civil nature not otherwise excluded from the Civil Judge, Jurisdiction of which the amount or value of the subject matter does not exceed five lakhs rupees. The suit of the plaintiff is valued more than pecuniary jurisdiction of this court. The Plaintiff has filed this suit before this court, but the jurisdiction of this court is taken away for trying the present suit by the said provisions. The only recourse is to return the plaint under order VII Rule 10 of the Code of Civil Procedure, directing the plaintiff to present the plaint before the Senior Civil Judge, Court, Bengaluru Rural District.

5. Hence, the plaint shall be returned to the plaintiff by directing him to present before the Senior Civil Judge Court, Bengaluru Rural District, Bengaluru. Hence, the following;

"ORDER

Acting under order VII Rule 10 of Code of Civil Procedure plaint presented by the plaintiff is hereby returned for presentation before the Hon'ble Senior Civil Judge Court, Bengaluru Rural District, Bengaluru.

The plaintiff shall present the plaint before the Hon'ble Senior Civil Judge Court, Bengaluru Rural District, Bengaluru on or before 14.08.2023.

Office is directed to close the case in the concerned register.

Office is directed to return the plaint by taking acknowledgement receipt of return of plaint in the concerned register immediately."

Sd/-I Addl. Civil Judge,
Bengaluru Rural District,
Bengaluru."



HC-KAR

**NC: 2026:KHC:17315-DB
WA No. 1781 of 2025**

(Emphasis added)

The order is dated 14-07-2023. The concerned Court directed that the plaintiff should present the plaint before the appropriate Court on or before 14-08-2023. We are now close to 14-08-2025. Even as on date, the plaint is not represented. Therefore, as on date, there is no imaginary right even to the petitioner to claim compensation, or part of compensation or even reference under Section 18 of the Land Acquisition Act for determination of compensation, as the right of the petitioner is inchoate and presently is still born.

15. Reliance placed by the learned senior counsel for the petitioner on the afore-quoted judgments is of no avail, as they are distinguishable with the facts obtained in the case at hand without much ado. The facts obtaining in the cases before the Apex Court were that a suit for specific performance was pending on an agreement of sale that was subsisting. In the case at hand, the agreement of sale is long cancelled and the petitioner has taken back the amount as well. As observed, the agreement of sale is an unregistered document; so is the cancellation agreement. All these factors which are noticed hereinabove are not divulged in the petition. They are borne out in the statement of objections. The petition stops at the institution of the suit and nothing beyond it. Therefore, the petitioner is also guilty of suppression of material facts and seeking a writ from the hands of this Court in a petition presented by him with soiled hands.



16. In the crucible of the aforesaid facts and settled principles, the petitioner does not become entitled to any relief at the hands of this Court. No right is accrued in favour of the petitioner to now contend that he is entitled to the compensation for acquisition of the land belonging to the private respondents. His reliance placed on precedents where subsisting agreements were backed by pending civil proceedings, is wholly misplaced, for in the present case, the agreement stands annulled qua 4th respondent, consideration refunded qua 3rd respondent and civil litigation abandoned mid-course.

17. Therefore, finding no merit in the petition, the petition stands ***rejected***. Interim order if any, subsisting, shall stand dissolved.

It is this order passed by the Writ Court is called in question in this appeal.

8. Heard Sri.D.R.Ravishankar., learned Senior counsel appearing for Sri.S.Saravana., learned counsel for the petitioners, Sri.B.Vachan., learned counsel appearing for respondents 1 and 2, Sri.Uday Holla., learned Senior counsel appearing for Sri.K.S.Ramu., learned counsel for respondent No.3 and Smt.Y.P.Vijaya Vasanatha Kumari., learned counsel appearing for respondent No.4.



9. Sri.D.R.Ravishankar., learned Senior counsel filed a memo dated 26.03.2026 along with photocopy of certified copy of order sheet in O.S.No.2541/2025 and O.S.No.2040/2025 filed by the petitioner against Hanumanthappa i.e., the fourth respondent herein, to contend that the Writ Court has failed to consider the fact that the plaint which was ordered to be returned was re-presented within the time prescribed by the Civil Court and they are still pending. The Writ Court made observations on the right stemming from the argument itself holding that no right is accrued in favour of the petitioner, to contend that he is entitled to compensation for acquisition of the land belonging to private respondents. Further the Writ Court has held that the Judgments relied on by the petitioners backed with the pending Civil proceedings is wholly misplaced stating that the agreement has been annulled qua fourth respondent, consideration refunded qua third respondent and civil litigation abandoned mid-course. He further submits that, the dispute is yet to be



adjudicated on the agreement, in the event the Civil Court holds the right in favour of the petitioner and in the event if the amount is disbursed, serious prejudice would be caused to the petitioner and he sought to direct the authority not to disburse the amount or deposit the same before the Civil Court till final disposal of the Civil litigation pending before the competent Civil Court.

10. In contrast, Sri.Uday Holla., learned Senior counsel submits that the petitioners except producing the order of returning of plaint, not produced any document before the Writ Court to contend that the suits now sought to be pending before the concerned Civil Court having pecuniary jurisdiction. Even a perusal of the order sheet produced lucidly emphasizes that though the suits were presented on 14.08.2023, but the Court fee paid only on 25.10.2025. In these circumstances, there is no presentation of suit. This conduct of the petitioner clearly shows that filing of the suit is only to cause harassment to the contesting respondent No.3 and nothing more than



that. The suit is frivolous and having no legs to stand in law. He further submits that portion of the agreement has already been cancelled, the amount which is parted is only Rs.4,00,000/- out of which Rs.20,00,000/- towards respondent No.3 is pending. Respondent No.3 is ready to keep that sum along with interest from the date of payment in a fixed deposit till the same is deposited in a fixed deposit and sought to dismiss the appeal.

11. Having considered the rival submissions, we have perused the entire Writ Appeal paper.

12. A perusal of the order passed by the learned Single Judge clearly shows that the learned Single Judge exhaustively considered the case of the petitioner on all the Judgments relied on by the parties so also the civil proceedings and come to a right conclusion in rejecting the petition. The order sheets were produced in an attempt to persuade us that the Civil suits are still pending, which though appears to us appealable at first



blush but after going through the order sheet it clearly shows the conduct of the petitioner. The plaint was returned and ordered to be presented on or before 14.08.2023, though presented on 14.08.2023 but the amount of Court fee was paid only after the order passed by the learned Single Judge. The Writ Court passed the order on 21.07.2025, whereas the amount is deposited on 25.10.2025. However, keeping in mind that the suits are still pending, we refrain ourselves to make any observation in that regard. Even the Writ Court has taken all care while observing with respect to Civil dispute, which reads as under:

"It is made clear that the observations made in the course of the order is only to consider the case of the petitioner qua the prayer projected before this Court. It cannot influence or bind any pending civil litigation between the parties."

13. We find no reason to interfere with the considered order passed by the Writ Court. The appeal sans merits and is accordingly, ***dismissed***.



14. Pending interlocutory applications, if any, does not survive for consideration and the same is disposed of.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

TKN
List No.: 2 Sl No.: 4