



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

PRESENT

THE HON'BLE MR. JUSTICE M.I.ARUN

AND

THE HON'BLE MR. JUSTICE B. MURALIDHARA PAI

WRIT APPEAL NO. 100175 OF 2024 (LA-KIADB)

BETWEEN:

THE SPECIAL LAND ACQUISITION
OFFICER, THE KARNATAKA INDUSTRIAL
AREAS DEVELOPMENT BOARD, PLOT NO.33/A,
LAKAMANAHALLI INDUSTRIAL AREA,
P.B. ROAD, DHARWAD – 580 008.

... APPELLANT

(BY SRI. VEERESH R BUDIHAL, ADVOCATE)

AND:

1. DURGAPPA, S/O. DURGAPPA CHANNADASAR
@ MECHANNAVAR,
AGED ABOUT 64 YEARS, OCC: BUSINESS,
R/O: GURUNATH NAGAR, HALE HUBBALLI-24,
TQ: HUBBALLI, DIST: DHARWAD.

2. THE STATE OF KARNATAKA,
R/BY ITS PRINCIPAL SECRETARY,
DEPARTMENT OF INDUSTRIES,
M.S. BUILDING, DR. AMBEDKAR VEEDHI,
BENGALURU – 560 001.

3. THE DEPUTY COMMISSIONER,
DHARWAD DISTRICT, OFFICE OF THE D.C.,
DHARWAD-580 001.

... RESPONDENTS

(BY SRI. S.S.YADRAMI, SENIOR COUNSEL FOR
SRI. NARAYANA V.YAJI, ADVOCATE FOR R1
SRI. G.K. HIREGOUDAR, PRL. GOVT. ADVOCATE
FOR R2 & R3)

THIS WRIT APPEAL IS FILED U/S. 4 OF KARNATAKA HIGH
COURT ACT, 1961, PRAYING TO, CALL FOR THE RECORDS





PERTAINING TO WRIT PETITION NO.85557/2013(LA-KIADB) FILED BY THE RESPONDENT NO.1 BEFORE THE LD. SINGLE JUDGE FOR THIS HON'BLE COURT; AND SET ASIDE THE ORDER DATED 23.02.2024 PASSED BY THE LEARNED SINGLE JUDGE OF THIS HON'BLE COURT IN WRIT PETITION NOS. 85557/2013(LA-KIADB) AND FURTHER TO DISMISS THE SAID WRIT PETITIONS.

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

CORAM: THE HON'BLE MR. JUSTICE M.I.ARUN
AND
THE HON'BLE MR. JUSTICE B. MURALIDHARA PAI

JUDGMENT

(PER: THE HON'BLE MR. JUSTICE M.I.ARUN)

Aggrieved by the order dated 23.02.2024 passed in W.P. No.85557/2013, Karnataka Industrial Area Development Board, respondent No.3 therein has preferred this appeal.

2. On 19.08.2006, a Preliminary Notification was issued under Section 28(1) of the Karnataka Industrial Area Development Act, 1966 (for short, 'the Act'), to acquire certain lands for establishment of IT/BT park at Dharwad, which included the land which is the subject matter of the writ petition. After providing necessary opportunity to the landlosers to file their objections, a Final Notification was issued under Section 28(4) of the Act on 06.10.2006. By issuance of the Final Notification, the lands stood vested with the government.



3. Thereafter, efforts were made to determine the compensation by way of consent. In this regard, there were various correspondences exchanged between the appellant and respondent No.1-landloser, which resulted in respondent No.1 giving his consent for the compensation so determined. An indemnity bond dated 10.06.2009 has been executed in this regard. The agreement dated 10.06.2009 (Annexure-R2) reads as under:

"ಪ್ರತಿಬಂಧ ನಿಯಮ ಒಪ್ಪಂದವನ್ನೊಳಗೊಂಡ ಕರಾರು ಪತ್ರ

ಸನ್ 2009 ನೇ ಸಾಲಿನ ಜೂನ್ ಮಾಹೆ 10ನೇ ದಿನಾಂಕದಲ್ಲಿ ಧಾರವಾಡ ಜಿಲ್ಲೆ ಹುಬ್ಬಳ್ಳಿ ತಾಲೂಕು ಹುಬ್ಬಳ್ಳಿ ಹೋಬಳಿ ತಾರಿಹಾಳ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ. 63 ವಿಸ್ತೀರ್ಣ 6-36 ನೇದ್ದರ ಭೂಮಾಲೀಕರು: ಅನುಭವದಾರ: ವಾರಸುದಾರ: ಹಕ್ಕುದಾರನಾದ ದುರಗಪ್ಪ ಚನ್ನದಾಸರ ಉರ್ಫ್ ಮೇಚನ್ನವರ ಅವರ ಮಕ್ಕಳು ದುರ್ಗಪ್ಪ ಆದ ನಾನು:ನಾವು ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರದ ರಾಜ್ಯಪಾಲರ ಪರವಾಗಿ ಸೂಚಿಸಿರುವಂತೆ ಅಧಿಕಾರಿಗಳೊಂದಿಗೆ ಬರೆದುಕೊಟ್ಟ ಒಪ್ಪಂದದ ಕರಾರು ಪತ್ರದ ಕ್ರಮ ನಿಬಂಧನೆಗಳೆನಂದರೆ,

ಈ ಕೆಳಕಂಡ ನನ್ನ ಹಕ್ಕುದಾರರಿಗೆ ಒಳಪಟ್ಟು ಧಾರವಾಡ ಜಿಲ್ಲೆ ಹುಬ್ಬಳ್ಳಿ ತಾಲೂಕು ಹುಬ್ಬಳ್ಳಿ ಹೋಬಳಿ ತಾರಿಹಾಳ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ. 63 ವಿಸ್ತೀರ್ಣ 6-36 ನೇದ್ದರ ಅಂದರೆ ಪೂರ್ಣ ಇಲ್ಲವೇ ಭಾಗಶಃ ಜಮೀನನ್ನು ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಕಾಯ್ದೆ 1966 ರಡಿ ಕೈಗಾರಿಕಾ ಉದ್ದೇಶಕ್ಕಾಗಿ ಭೂ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡಿದ್ದು, ಸದರಿ ಕಾಯ್ದೆಯನ್ವಯ ವಿಧಿ 28(6) ರಂತೆ ಸರ್ಕಾರಕ್ಕೆ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡಿರುವ ಬಗ್ಗೆ ಭೂ ಮಾಲೀಕರು: ಹಕ್ಕುದಾರರು ಹಾಗೂ ವಾರಸುದಾರರಾದ ನಮ್ಮಗಳಿಗೆ ನೋಟೀಸು ಜಾರಿ ಮಾಡಿದ್ದು ವಿಧಿ 29(2) ರಂತೆ ಸದರಿ ಭೂ ಮಾಲೀಕರಾದ ನಮಗೆ ಪರಿಹಾರ ಧನ ಸಂದಾಯ ಮಾಡಬೇಕಾಗಿರುವುದರಿಂದ ಪರಿಹಾರಧನ ನಿಗದಿ ಮಾಡಿದ್ದು ಸರ್ಕಾರಕ್ಕೂ ಹಾಗೂ ಭೂ ಮಾಲೀಕರಾದ ನಮಗೂ ಸದರಿ ಒಪ್ಪಂದದ ಕರಾರಿನಂತೆ ಪರಿಹಾರಧನ ಸಂದಾಯ ಮಾಡಬೇಕಾಗಿರುವುದರಿಂದ ಮೇಲ್ಕಂಡ ಜಮೀನಿನ ಖಾತೆದಾರ: ಅನುಭವದಾರನಾಗಿ ಸದರ ಪರಿಹಾರಧನವನ್ನು ಪಡೆಯಲು ಮನವಿ ಸಲ್ಲಿಸುವುದರ ಮೂಲಕ ಒಪ್ಪಿದ್ದು, ಸದರಿ ಪರಿಹಾರಧನವನ್ನು ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ ವತಿಯಿಂದ ನಿಗದಿಪಡಿಸಿರುವ ಈ ಪರಿಹಾರಧನವನ್ನು ಪಡೆಯಲು ಭೂ ಮಾಲೀಕರು ಒಪ್ಪಿರುವಂತೆ ರೂ. 83,16,600/- ಹಣ ಪೂರ್ತಿ ಭೂ ಮಾಲೀಕರಿಗೆ ನಷ್ಟ ಪೂರ್ತಿ ಬಂದ ಪತ್ರಗಳನ್ನು ಬರೆಸಿಕೊಡುವುದರ ಮೂಲಕ ಪರಿಹಾರಧನವನ್ನು ಪಡೆಯಲು ಒಪ್ಪಿರುತ್ತೇನೆ/ವೆ.

ಪೂರ್ತಿ ಭೂ ಪರಿಹಾರಧನ ರೂ.(ಎಂಭತ್ತೂರು ಲಕ್ಷ ಹದಿನಾರು ಸಾವಿರದ ಆರನೂರು ಮಾತ್ರ) ಮೇಲ್ಕಂಡ ಕರಾರು ಪ್ರಕಾರ ಭೂ ಮಾಲೀಕರಾದ ನನಗೆ: ನಮಗೆ ಸಂದಾಯವಾಗಿರುವುದರಿಂದ ಹೆಚ್ಚಿನ ಪರಿಹಾರಧನಕ್ಕಾಗಿ ದಿವಾಣಿ ನ್ಯಾಯಾಲಯಕ್ಕೆ ದಾವೆ



ಹೋಗಲು ಪ್ರತಿಬಂಧವಿರುತ್ತೆ. ಈ ಜಮೀನಿನಲ್ಲಿಯ ಮಾಲ್ಕೀ ಹಾಗೂ ಕಟ್ಟಡಗಳಿಗೂ ಸಹಾ | ಪರಿಹಾರಧನವನ್ನು ಒಪ್ಪಂದದ ಕರಾರಿನಲ್ಲಿ ಪರಿಹಾರಧನ ಪಡೆಯಲು ಬದ್ಧನಿರುತ್ತೇನೆ.

ಭೂ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡ ಜಮೀನಿನ ಭೂ ಮಾಲೀಕತ್ವ ಇರುವುದಿಲ್ಲವೆಂದು ಒಂದು ವೇಳೆ ಸಾಬೀತಾದಲ್ಲಿ ಕೂಡಲೇ ಸದರಿ ಪರಿಹಾರಧನ ಸರಕಾರಕ್ಕೆ ಅಥವಾ ಮಂಡಳಿಗೆ ಆಗಿರುವಂತಹ ನಷ್ಟ ಭರಿಸಿಕೊಡಲು ಸದರಿ ಹಣ ಪೂರ್ತಿ ಮರು ಸಂದಾಯ ಮಾಡಲು ಬದ್ಧನಾಗಿರುತ್ತೇನೆ:ವೆ.

ಕಾನೂನು ಬಾಹೀರ ಹಕ್ಕುದಾರರಿಗೆ ಇಲ್ಲವೇ ಪರಿಹಾರಧನ ಪಡೆದುಕೊಂಡು ಸರಕಾರಕ್ಕೆ ಮರುಪಾವತಿ ಮಾಡದಿದ್ದಲ್ಲಿ ಸದರಿ ಹಣವನ್ನು ಈ ಒಪ್ಪಂದದ ಕರಾರಿನಂತೆ ಬಾಕಿ ಮೊಬಲಗನ್ನು ಭೂ ಕಂದಾಯ ಬಾಕಿಯಂತೆ ಪರಿಗಣಿಸಿ ಕಾನೂನಿನ ರೀತಿ ವಸೂಲಿ ಮಾಡಬಹುದಾಗಿದೆ.

ಈ ಮೇಲ್ಕಂಡ ಕರಾರಿನ ನಿಬಂಧನೆಗಳಿಗೆ ನಾನು: ನಾವು ಈ ಕೆಳಕಂಡ ಸಾಕ್ಷಿಗಳ ಸಮ್ಮುಖದಲ್ಲಿ ಸಹಿ ಮಾಡಿರುತ್ತೇವೆ."

4. The indemnity bond dated 10.06.2009 (Annexure-
R3), reads as under:

"ನಷ್ಟ ಪೂರ್ತಿ ಪ್ರತಿ ಬಂಧ ಪತ್ರ

ಸನ್ 2009 ನೇ ಸಾಲಿನ ಜೂನ್ ಮಾಹೆ 10ನೇ ದಿನಾಂಕದಲ್ಲಿ ಧಾರವಾಡ ಜಿಲ್ಲೆ ಹುಬ್ಬಳ್ಳಿ ತಾಲೂಕು ತಾರಿಹಾಳ ಗ್ರಾಮದ ವಾಸಿ ಆದ ಶ್ರೀ ದುರ್ಗಪ್ಪ ದುರ್ಗಪ್ಪ ಚನ್ನದಾಸರ ಉರ್ಫು ಮೇಚಣ್ಣವರ ರವರಾದ ನಾನು/ನಾವು ಕರ್ನಾಟಕ ಸರಕಾರದ ಅಧೀನ ಸಂಸ್ಥೆಯಾದ ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಗಳ ಅಭಿವೃದ್ಧಿ ಮಂಡಳಿಯಿಂದ ಅಧಿಕಾರ ಪಡೆದ ಅಧಿಕಾರಿಗಳಿಗೆ : ಅಧಿಕಾರಿಗಳ ಸಮಕ್ಷಮ ಬರೆದುಕೊಟ್ಟ ನಷ್ಟಪೂರ್ತಿ ಪ್ರತಿ ಬಂಧ ಪತ್ರ

ಸದರಿ ಪತ್ರದ ಕ್ರಮ ಏನೆಂದರೆ, ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ ಕಾಯ್ದೆ 1966ರ ಕಾಯ್ದೆ ವಿಧಿ28(4) ರಂತೆ ನನ್ನ ಸ್ಥಿರ ಸ್ವತ್ತುಗಳನ್ನು ಭೂ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡಿದ್ದು, ದಿನಾಂಕ 6-10-2007 ರ ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪತ್ರದಲ್ಲಿ ಪ್ರಕಟವಾಗಿರುವ ಭಾಗ ಸಂಖ್ಯೆ: ಸಿಐ/246/ ಎಸ್.ಪಿ.ಕ್ಯೂ 2007 ಪುಟ ಸಂಖ್ಯೆ: —ಗಳಲ್ಲಿ ಪ್ರಕಟಗೊಂಡಿದ್ದು, ಈ ಜಮೀನಿನ ಮಾಲೀಕತ್ವ ಸದರಿ ಮಂಡಳಿಗೆ ವಹಿಸಿದ್ದು, ಮೂಲ ಮಾಲೀಕನಾದ ನಾನು ಈ ಜಮೀನಿಗೆ ಸಂದಾಯವಾಗಬೇಕಾಗಿರುವ ಭೂ ಪರಿಹಾರಕ್ಕೆ ನಾನು ಹಕ್ಕುದಾರನಾಗಿದ್ದು, ನನ್ನ ಬೇರೆ ಯಾರೂ ಈ ಜಮೀನಿಗೆ ಮೂಲ ಹಕ್ಕುದಾರರು: ವಾರಸುದಾರರಾಗಲಿ ಆಗಿರುವುದಿಲ್ಲ.

ಅಂದಾಗಿ ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನ ಅಧಿಕಾರಿಗಳು, ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ, ಧಾರವಾಡ ಇವರು ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿಗಾಗಿ ಭೂ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡಿರುವ ಬಗ್ಗೆ ಭೂ ಮಾಲೀಕನಾದ ನಾನು ಸದರಿ ಜಮೀನಿನ ಪರಿಹಾರಧನವನ್ನು ಪಡೆಯಲು ನಷ್ಟ ಪೂರ್ತಿ ಪ್ರತಿಬಂಧ ಪತ್ರ ಬರೆದುಕೊಡುವುದರ ಮೂಲಕ ಜಮೀನಿನ ಪರಿಹಾರಧನ ಪಡೆಯಲು ಹಕ್ಕುಳ್ಳವನಾಗಿದ್ದೇನೆ ಎಂದು ವಿಧಿಸಿರುವ ಷರತ್ತಿನಂತೆ ಸದರಿ ಪತ್ರ ಬರೆದು ಜಮೀನಿನ ಪರಿಹಾರಧನ ಈ ಕೆಳಕಂಡಂತೆ ರೂ. 83,16,600/- (ಎಂಭತ್ತೂರು ಲಕ್ಷ ಹದಿನಾರು ಸಾವಿರದ ಆರನೂರು ಮಾತ್ರ) ಗಳು ನನಗೆ ಸಂದಾಯವಾಗಿರುತ್ತವೆ.



NC: 2026:KHC-D:3115-DB
WA No. 100175 of 2024

ಈ ಜಮೀನಿನಲ್ಲಿ ಈ ಬಗ್ಗೆ ಯಾವುದೇ ವಿಧವಾದ ತಕರಾರುಗಳು ಇರುವುದಿಲ್ಲ. ಮುಂದೆ ಸಹ ಯಾವುದೇ ವಿಧವಾದ ತಕರಾರುಗಳು ಉದ್ಭವಿಸಲು ಇರುವುದಿಲ್ಲ. ಈ ಭೂ ಸ್ವಾಧೀನಪಡಿಸಿಕೊಂಡಿರುವ ಹಕ್ಕು ದಾಖಲೆ ಹಾಗೂ ಸ್ವಾಧೀನ ಅನುಭವ ಸರಿಯಾಗಿರುತ್ತದೆ.

ಈ ಪತ್ರ ಬರೆದುಕೊಟ್ಟ ಮೇಲೆ ಇನ್ನು ಮುಂದೆ ಈ ಜಮೀನಿಗೆ ಸಂಬಂಧಪಟ್ಟ ನಾನು/ ನಾವು ಮೂಲ ಹಕ್ಕುದಾರರು ಆಗಿರುವುದಿಲ್ಲವೆಂದು ಸಾಬೀತಾದಲ್ಲಿ ಕೂಡಲೇ ಸದರಿ ಪರಿಹಾರಧನ ಸರ್ಕಾರಕ್ಕೆ ಹಾಗೂ ಮಂಡಳಿಗೆ ಆಗಿರುವಂತಹ ನಷ್ಟ ಭರಿಸಿಕೊಡಲು ಸದರಿ ಪೂರ್ತಿ ಸಂದಾಯ ಮಾಡಲು ಬದ್ಧನಾಗಿರುತ್ತೇನೆ.

ಈ ನಷ್ಟ ಪೂರ್ತಿ ಬಂಧ ಪತ್ರ ಮಂಡಳಿಗೆ ಸರ್ಕಾರಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ ಯಾವುದೇ ವಿಧವಾದ ನಷ್ಟ ಮಾಡಿದಲ್ಲಿ ಮಂಡಳಿಗೆ ಸರ್ಕಾರಕ್ಕೆ ನಷ್ಟವಾಗುವಂತೆ ಕಾನೂನು ಬಾಹೀರ ಈ ನಷ್ಟ ಭರಿಸಿಕೊಡುವಂತಹ ಕರಾರು ಪತ್ರದ ಬರೆದುಕೊಡುವದರ ಮೂಲಕ ಹಣ ಪಡೆದಲ್ಲಿ ಕೂಡಲೇ ಮಂಡಳಿಗಾಗಲೀ ಸರ್ಕಾರಕ್ಕಾಗಲೀ ಮರು ಸಂದಾಯ ಮಾಡತಕ್ಕದ್ದು, ಒಂದು ಪಕ್ಷ ಈ ಮಾಹಿತಿ ಈ ವಿಷಯ ಸರ್ಕಾರಕ್ಕಾಗಲಿ ಮೇಲಾಧಿಕಾರಿಗಳಿಗಾಗಲಿ ಲೆಕ್ಕ ತಪಾಸನಾಧಿಕಾರಿಗಳ ಗಮನಕ್ಕಾಗಲಿ ಬಂದಲ್ಲಿ ಸದರಿ ಹಣವನ್ನು ಬಡ್ಡಿ ಮತ್ತು ಇತರೆ ಶುಲ್ಕ ಸೇರಿಸಿ ಹೆಚ್ಚಿನ ಹಣವನ್ನು ಕಂದಾಯ ಬಾಕಿಯಂತೆ ಕಾನೂನಿನ ರೀತಿ ಕ್ರಮ ಜರುಗಿಸಿ ವಸೂಲು ಮಾಡಲು ನನ್ನ ಅಭ್ಯಂತರವಿರುವುದಿಲ್ಲ.

ನಾನು ಈ ಮೂಲಕ ಘೋಷಿಸುವುದೇನೆಂದರೆ, ಮುಂದೆ ಯಾವುದೇ ವಿಧವಾದ ತಕರಾರು ಈ ಜಮೀನಿಗೆ ಸಂಬಂಧಪಟ್ಟ ಪರಿಹಾರಧನ ಸಂದಾಯದ ವಿಚಾರದಲ್ಲಿ ಮೂಲ ಭೂ ಮಾಲೀಕರ ಕುಟುಂಬದ ಸದಸ್ಯರಿಂದ ಇಲ್ಲವೇ ಸದಸ್ಯರುಗಳಿಂದ ಉದ್ಭವಿಸಿದಲ್ಲಿ ಜಮೀನಿಗೆ ಸಂದಾಯವಾಗಿರುವ ಪರಿಹಾರಧನ ಪೂರ್ತಿ ಹಣ ಇಲ್ಲವೇ ಭಾಗಶಃ ಹಣದ ಸಂದಾಯವಾಗಿರುವುದು ಇಲ್ಲವೇ ಲೆಕ್ಕಾಚಾರ ಕೈ ತಪ್ಪಿನಿಂದ ಆಗಿದ್ದಲ್ಲಿ ಪ್ರಚಲಿತ ಇರುವ ಸರ್ಕಾರದ ಕಾನೂನಿನ ಹಿತ ದೃಷ್ಟಿಯಿಂದ ಕರ್ನಾಟಕ ಕೈಗಾರಿಕಾ ಪ್ರದೇಶಾಭಿವೃದ್ಧಿ ಮಂಡಳಿ ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿ ಜವಾಬ್ದಾರರಲ್ಲ. ಹಾಗೂ ನಾನು ಸ್ವಂತ ಜವಾಬ್ದಾರಿಯಿಂದ ಯಾವುದೇ ಬಾಬು ಹಾಗೂ ಇತರೆ ಶುಲ್ಕ ಖರ್ಚು ವೆಚ್ಚ ಕಾನೂನು ರೀತಿ ಅವಾರ್ಡ ಸಂದಾಯವಾದ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳವರಲ್ಲಿ ನನ್ನ ಬಾಬು ಹಾಗೂ ಇತರೆ ಶುಲ್ಕ ಖರ್ಚು ವೆಚ್ಚ ಕಾನೂನು ರೀತಿ ಬಾಕಿ ಇದ್ದಲ್ಲಿ ಭಾಗಶಃ ಇಲ್ಲವೇ ಪೂರ್ತಿ ವಿಶೇಷ ಭೂ ಸ್ವಾಧೀನಾಧಿಕಾರಿಗಳವರಲ್ಲಿ ಪಾವತಿ ಮಾಡಲು ಬದ್ಧನಾಗಿರುತ್ತೇನೆ. ನಷ್ಟವಾಗಿರುವ ಜಮೀನಿನ ವಿವರ ಈ ಕೆಳಗಿನಂತೆ ಇರುತ್ತದೆ.

ಗ್ರಾಮ: ತಾರಿಹಾಳ, ಹೋಬಳಿ: ಹುಬ್ಬಳ್ಳಿ ತಾಲೂಕು: ಹುಬ್ಬಳ್ಳಿ ಸ.ನಂ: 63 ವಿಸ್ತೀರ್ಣ: 6-36 ಎಕರೆ — ತರಹ — ಆಕಾರ —

ಈ ಕೆಳಕಂಡ ಸಾಕ್ಷಿಗಳ ಸಮಕ್ಷಮ ಜಮೀನಿನ ಮಾಲೀಕನಾದ ನಾನು ಸಮರ್ಪಿಸಿಕೊಳ್ಳುತ್ತೇನೆ.”

This has been signed by both the Special Land Acquisition Officer and the owner of the land (respondent No.1). Thereafter, respondent No.1 has also received the compensation in terms of the said agreement. Later a consent award was also passed regarding the amount payable towards structures and was paid



to respondent No.1. However, though in the indemnity bond, it was mentioned that he had received the said payment, as on the date of executing it, the records reveal that the same was paid to him on 23.03.2010.

5. Subsequently, in the year 2013, he files W.P. No.85557/2013 with the following prayers:

- "A) Issue a Writ in the nature of Mandamus directing Respondent No.1 to No.3 to consider Representation dtd: 29.07.2008 vide ANNEXURE-F and direction may be issued to pay compensation of Rs.5,91,20,000/- to the Petitioners, in the interest of justice and equity.
- B) Alternatively, a direction may be issued to the 1st Respondent to refer the matter to the 2nd Respondent for determination of appropriate compensation in terms of Representation dtd: 29/7/2008 vide ANNEXURE-F, in the interest of justice and equity.
- BB. Declare that the documents Annexures - R2 to R7 are not the agreements in terms of Section 29(2) of the Act and the same are void and unenforceable against the Petitioner, in the interest of justice and equity.
- C) Issue such other suitable order/s or directions as this Hon'ble Court deems fit and proper in the nature and circumstances of the case, in the interest of justice and equity."

6. It is pertinent to note that in the aforementioned prayers, the petitioner has asked for a direction to the authorities



concerned to consider his representation dated 29.07.2008 which is prior to the consent award wherein he had requested for payment of higher compensation and he has further prayed that, in the alternative, a direction may be issued to the Reference Court to consider his request for higher compensation.

7. The learned Single Judge, upon hearing the parties concerned, on facts, has passed the following Order:

"108. It is hereby declared that the agreements executed by the petitioners in both these cases were vitiated as they were obtained by exerting undue influence on them and they cannot therefore be bound by the terms of said agreements.

109. For the reasons stated above, the agreements upon which reliance is placed by the Board in cases pertaining to the Dharwad Lands and the Ballari Lands to evidence acceptance of compensation, shall stand quashed."

8. The learned Single Judge has also ruled about the constitution of Price Advisory Committee by the KIADB and has held as under:

"110. As already stated above, since the entire approach of the authorities in holding a public meeting by constituting a Committee headed by the Deputy Commissioner is fundamentally opposed to the mandate of Section 29(2), any payment made on the basis of the decision of the Committee would not amount to payments of compensation which has been determined under an agreement.



111. Since the Deputy Commissioner has himself suggested the compensation payable while heading the Committee, it is obvious that the matter cannot now be referred to him to determine the compensation. As a consequence, the authorities shall refer the matter to the Civil Court, who shall determine the compensation that the petitioners would be entitled to.

112. The Civil Court shall treat the matter as a reference under Section 18(3) of the Land Acquisition Act of 1894, thereafter hold an enquiry to determine whether the claim of the petitioners for the higher compensation is justified, either wholly or in-part, and pass appropriate orders."

9. In addition, the learned Single Judge has issued the following directions:

114. Before parting with this case, it would be necessary to lay down the procedure which the Board is required to follow under Section 29(2) for determining the amount of compensation payable by agreement.

115. This has become necessary since there are no statutory rules framed under the Act in this regard and also because the delay in determining the compensation violates the fundamental rights of a citizen guaranteed under Articles 14, 19 and 21 of the Constitution, while causing serious prejudice to the land-loser, thereby giving the officials of the State an unfair advantage over a person who has lost his land.

116. The Board shall follow the following procedure in the matter of determining compensation under Section 29 of the Act.

- a. The Board shall not follow the procedure of constituting a Committee to determine the price of the land for the purposes of Section 29(2) of the Act as the same would be contrary to the statutory provisions;



- b. The Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer, as the case may be, shall make a written offer to the land-loser within a month of the declaration under Section 28(4) being published, clearly stating the amount of compensation that he is prepared to offer for the lands acquired;
- c. If the land loser were to refuse the offer in writing, the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer shall within a month thereafter, refer the matter of the Deputy Commissioner for determining the amount of compensation;
- d. If the land-loser is incapable of being notified of the written offer or if he fails to respond to the offer within the aforementioned period of 2 months from the written offer of the Board/the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer, it shall be presumed that the land-loser has refused to accept compensation by way of an agreement and the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer shall forthwith refer the matter to the Deputy Commissioner for determining the compensation;
- e. In either of these cases, the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer shall deposit the amount that he has offered as compensation, in the Civil Court, and the Civil Court shall thereafter invest the same in a Fixed Deposit;
- f. If the land-loser were to make a counter-offer to the written proposal of the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer, it would be open for the Assistant



Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer to either consider the counter-offer or reject the counter-offer or even embark upon a further course of deliberation. However, in no event shall the deliberations be continued beyond 6 months from the date of publication of the declaration in the Gazette;

- g. On the expiry of six months from the date of publication of the declaration under Section 28(4) in the Gazette, whether the land-loser has agreed to the offer or not, the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer shall refer the matter to the Deputy Commissioner for determination of the agreement and also deposit the amount that it had offered, in the Civil Court, which shall invest the amount in a Fixed Deposit;
- h. It is hereby clarified that mere deposit of the amount offered by the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer would not disentitle the land-losers for any interest that they may be entitled to in terms of the provisions relating to payment of interest under the Land Acquisition Act;
- i. The Deputy Commissioner shall within 6months of the reference to him by the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer determine the compensation as provided under Section 29(3) of the Act; and
- j. The land-loser will then have the option of seeking a reference to the Civil Court and he would be entitled to seek withdrawal of the amount that has been deposited pursuant to the offer made by the Assistant Commissioner/the Special Land Acquisition Officer/the Additional Land Acquisition Officer



(only in cases where there is no dispute regarding the entitlement of the land-loser).

- k. It is also made clear that it would be open for the KIADB to straightaway refer the matter to the Deputy Commissioner for determination of compensation, if it does not wish to enter into the process of determination of compensation by way of an Agreement under Section 29(2) of the Act.

10. Aggrieved by the judgment passed by the learned Single Judge, KIADB has preferred this appeal with the following prayer:

- “(a) Call for the records pertaining to Writ Petition No.85557/2013(LA-KIADB) filed by the Respondent No.1 before the Ld. Single Judge of this Hon’ble Court;
- (b) Set aside the Order dated 23.02.2024 passed by the Learned Single Judge of this Hon’ble Court in Writ Petition Nos.85557/2013(LA-KIADB) and further to dismiss the said writ petitions; and,
- (c) Award the costs of this Appeal and further to pass any other orders as found deem and fit under the facts and circumstances of the case.”

11. Heard Sri. Veeresh R. Budihal, learned counsel for the appellant, Sri. S.S. Yadrami, learned Senior Counsel appearing for Sri. Narayan V. Yaji, learned counsel for respondent No.1, and Sri. G.K. Hiregoundar, learned counsel for respondent Nos.2 and 3.



12. The lands of respondent No.1 have been acquired for formation of an IT/BT Park by the State in accordance with the provisions of the Act and the said acquisition is not challenged. The only grievance raised is with regard to the compensation paid.

13. Section 29 of the Karnataka Industrial Areas Development Act, 1966 reads as under:

"29. Compensation.- (1) *Where any land is acquired by the State Government under this Chapter, the State Government shall pay for such acquisition compensation in accordance with the provisions of this Act.*

(2) *Where the amount of compensation has been determined by agreement between the State Government and the person to be compensated, it shall be paid in accordance with such agreement.*

(3) *Where no such agreement can be reached, the State Government shall refer the case to the Deputy Commissioner for determination of the amount of compensation to be paid for such acquisition as also the person or persons to whom such compensation shall be paid.*

(4) *On receipt of a reference under sub-section (3), the Deputy Commissioner shall serve notice on the owner or occupier of such land and on all persons known or believed to be interested herein to appear before him and state their respective interests in the said land."*

14. In respect of lands where no consent award is passed, it is the submission of the learned counsel for the



appellant that the award is determined by the Special Land Acquisition Officer after hearing the parties concerned, in terms of Section 29(3) and Section 29(4) of the Act, as per the notification issued, even though it is mentioned that reference made to the Deputy Commissioner in the said section. This submission is not disputed by respondent No.1 or by the learned Additional Government Advocate appearing for the State.

15. It is further submitted that this aspect was not argued before the learned Single Judge, as the interpretation of Section 29(3) and Section 29(4) of the Act was not relevant for deciding the dispute on hand. However, the learned Single Judge proceeded to issue directions regarding the Price Advisory Committee, though no arguments were advanced on that issue. The said submission is also not controverted by the learned counsel for the respondents.

16. With regard to the Price Advisory Committee, learned counsel for the appellant submits that the same was constituted by the State with the participation of several responsible officers to arrive at fair and just compensation for the land losers, considering various relevant factors such as the potential use of



the land and proper evaluation of market value, instead of relying solely on the assessment of the Special Land Acquisition Officer. It is submitted that there was no requirement for the learned Single Judge to pronounce on the validity of the said committee, as the lis on hand required only a determination as to the validity of the consent award entered into under Section 29(2) of the Act.

17. After issuance of the final notification, negotiations were held between the appellant and the land loser, and a meeting was convened on 26.11.2007 for passing a consent award under Section 29(2) of the Act. Initially, compensation at the rate of ₹5,21,362/- per acre was proposed, which was rejected, and the records indicate that farmers were demanding ₹25 to ₹30 lakhs per acre. Subsequent offers of ₹9,00,000/- per acre and ₹13,36,000/- per acre were also not accepted. Thereafter, by letter dated 29.07.2008, respondent No.1 demanded compensation at the rate of ₹1,20,000/- per gunta, amounting to ₹5,91,20,000/- for the entire land, which was also not accepted. However, respondent No.1 ultimately accepted a total compensation of ₹83,16,600/- for the entire extent of land measuring 6 acres and 36 guntas, and an agreement dated



10.06.2009 was entered into. Further, a separate agreement was entered into in respect of the building towards which a sum of Rs.83,18,014/- was paid. The entire compensation agreed has been paid and received, and the transaction stood concluded on 23.03.2010.

18. Subsequently, on 12.12.2013, respondent No.1 filed the writ petition. The learned Single Judge, based on the correspondence exchanged between the parties, held that the agreement dated 10.06.2009 was vitiated by undue influence. In our considered opinion, the said conclusion is erroneous, as there is nothing on record to establish undue influence. Had respondent No.1 not agreed to the consent award, an award under Section 29(1) of the Act would have been passed, and he could have sought enhancement in accordance with law before the appropriate forum. Respondent No.1 never questioned the acquisition, voluntarily entered into the agreement, and received the compensation. After a lapse of several years, the writ petition was filed. Once a consent award was accepted, the question of seeking higher compensation does not arise in the facts and circumstances of the case. Further, there was no necessity for the learned Single Judge to issue directions



regarding the modalities of consent awards or to pronounce upon the formation of the Price Advisory Committee.

19. Hence, this Court proceeds to pass the following:

ORDER

- i) The writ appeal is **allowed**.
- ii) The order dated 23.02.2024 passed by the learned Single Judge in W.P. No.85557/2013 is **set aside**.
- iii) The writ petition filed by respondent No.1 is **dismissed**.

**Sd/-
(M.I.ARUN)
JUDGE**

**Sd/-
(B. MURALIDHARA PAI)
JUDGE**