Reserved on : 01.04.2026
Pronounced on :16.06.2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE MR. JUSTICE M. NAGAPRASANNA

WRIT PETITION No.20803 OF 2025 (LA – RES)

BETWEEN:

1 . LAKSHMI,
W/O LATE PUTTASWAMY,
AGED ABOUT 57 YEARS.

2 . UMA,
D/O LATE PUTTASWAMY,
AGED ABOUT 40 YEARS.

3 . HARISH,
S/O LATE PUTTASWAMY,
AGED ABOUT 38 YEARS.

4 . KRISHNA,
S/O LATE PUTTASWAMY,
AGED ABOUT 36 YEARS.

(PETITIONER NOS.1 TO 4 ARE THE
LEGAL HEIRS OF PUTTASWAMY)

5 . YASHODAMA,
D/O LINGHAIAH,
AGED ABOUT 58 YEARS.

Digitally signed by SANJEEVINI J KARISHETTY
Location: High Court of Karnataka

(PETITIONER NO.5 IS THE SISTER OF
LATE PUTTASWAMY)

ALL ARE RESIDING AT
BANGARAMMA BUILDING,
1ST MAIN ROAD,
JAVAREGOWDA NAGAR,
RAJA RAJESHWARI NAGAR,
BENGALURU – 560 098.

... PETITIONERS

(BY SRI V.LAKSHMINARAYAN, SENIOR ADVOCATE A/W
SMT. H.R.RENUKA, ADVOCATE)

AND:

1 . THE SECRETARY KARNATAKA
TOWN AND COUNTRY PLANNING,
M.S. BUILDING,
BENGALURU – 560 001.

2 . COMMISSIONER BBMP,
NR SQUARE,
BENGALURU – 560 002.

3 . DEPUTY COMMISSIONER,
BBMP (LAND ACQUISITION AND TDR),
ANNEXED BUILDING NO.3,
ROOM NO.208, 2ND FLOOR,
HEAD OFFICE, N.R.SQUARE,
BENGALURU – 560 002.

4. THE STATE OF KARNATAKA,
DEPARTMENT OF URBAN DEVELOPMENT,
VIKASA SOUDHA, BANGALORE.
BY ITS SECRETARY.

(IMPLEADED & AMENDED VIDE ORDER
DATED 15.07.2025)

... RESPONDENTS

(BY SRI B.N.JAGADEESHA, ADDL. SPP FOR R-1 & R-4;
SRI B.S.SATYANAND, ADVOCATE FOR R-2 & R-3)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO (A) TO DECLARE THAT THE NOTIFICATION DATED 06.01.2012 BEARING NO.EE/RRN/PROJECT/TDR/01/2011-12 (ANNEXURE A) ISSUED BY THE BBMP RESPONDENT NO.2 IN EXERCISE OF THE POWERS CONFERRED UNDER SECTION 14 - B OF THE KARNATAKA TOWN AND COUNTRY PLANNING ACT 1961 BEARING NO.UDD 154 BEM RUPRA 2004, DATED 18-01-2005, HAS LAPSED DUE TO NON-IMPLEMENTATION AND THE FAILURE ON PART OF THE 1ST RESPONDENT TO ISSUE VALID DRC'S IN RESPECT OF THE PROPERTY OF THE PETITIONERS SO ACQUIRED UNDER THE SAID NOTIFICATION; (B) CONSEQUENTLY, TO DECLARE THAT THE PETITIONERS ARE ENTITLED TO RECEIVE COMPENSATION IN RESPECT OF THE SCHEDULE PROPERTY BY APPLYING THE RIGHT TO FAIR COMPENSATION ACT 2013; (C) ALTERNATIVELY, TO DECLARE THAT THE RESPONDENT CORPORATION IS LIABLE TO PAY OR ISSUE DRC'S IN RESPECT OF THE EXTENT OF LAND ACQUIRED AS PER THE KARNATAKA TOWN AND COUNTRY PLANNING (BENEFIT OF DEVELOPMENT RIGHTS) RULES 2016, AND ALSO PAY INTEREST AT THE RATE OF 9 PERCENT P.A. FROM THE DATE OF TAKING OVER POSSESSION TILL ISSUANCE OF DRC.

THIS WRIT PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 01.04.2026 COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT MADE THE FOLLOWING:-

CORAM: **THE HON'BLE MR JUSTICE M.NAGAPRASANNA**

CAV ORDER

Petitioners are before this Court seeking the following prayers:

> "(a) To declare that the notification dated 06-01-2012 bearing No.EE/RRN/PROJECT/TDR/01/2011-12 (Annexure-A) issued by the BBMP Respondent No.2 in exercise of the powers conferred under Section 14-B of the Karnataka Town and Country Planning Act, 1961 bearing No. UDD 154 BEM RUPRA 2004, dated 18-01-2005 has lapsed due to non-implementation and the failure on the part of the 1st respondent to issue valid DRC's in respect of the property of the petitioners' so acquired under the said notification;
>
> (a) Consequently, to declare that the petitioners are entitled to receive compensation in respect of the schedule property by applying the Right to Fair Compensation Act, 2013;
>
> (b) Alternatively, to declare that the respondent Corporation is liable to pay or issue DRC's in respect of the extent of land acquired as per the Karnataka Town and Country Planning (Benefit of Development Rights) Rules, 2016 and also pay interest at the rate of 9% per annum from the date of taking over possession till issuance of DRC."

2. Heard Sri V. Lakshminarayan, learned senior counsel appearing for the petitioners, Sri B.N. Jagadeesha, learned Additional State Public Prosecutor appearing for respondent No.1

and 4 and Sri B. S. Satyanand, learned counsel appearing for respondents 2 and 3.

3. Facts in brief, germane, are as follows: -

3.1. Petitioners 1 to 4 are the legal heirs of one late Puttaswamy and the 5th petitioner is the sibling of late Puttaswamy. Late Puttaswamy and the 5th petitioner are said to be joint owners of land to an extent of 9 guntas in Sy.No.59/15, 1 acre and 25 guntas in Sy.No.53/1 and 11 guntas in Sy.No.46/1 of Hoskerehalli village, Uttarahalli Hobli, Bangalore South Taluk. Late Puttaswamy, during his life time, is said to have submitted an application for issuance of Transferable Development Certificates or rights ('TDR') to the Bruhat Bengaluru Mahanagara Palike ('BBMP') on account of formation of road in the property belonging to the petitioners noted hereinabove. An affidavit was sought from the hands of late Puttaswamy which is also said to have been submitted.

3.2. BBMP later is said to have sought two relinquishment deeds from the hands of late Puttaswamy in favour of BBMP in

respect of land that was used for formation of road, consequent upon which, the BBMP was required to issue TDR on 1.5 times the extent of land as indicated in the relinquishment deeds, as compensation for the land belonging to the petitioners taken by the BBMP. Several representations for such grant go unheeded. The 1st petitioner then submits another representation on 5-02-2025 requesting release of Development Rights Certificate('DRC')/TDR. On 14-03-2025, the 3rd respondent in reply addresses a communication to the 2nd respondent to submit particulars of acquisition and tender details. No action is said to have taken till date. The petitioners being aggrieved by the non-grant of TDR/DRC, notwithstanding the fact of acquisition of land belonging to the petitioners for purpose of formation of road, are before this Court seeking the afore-mentioned prayers.

4. The learned senior counsel Sri V.Lakshminarayan appearing for the petitioners would vehemently contend that once the BBMP forms a road and seeks relinquishment deeds from the hands of the petitioners, the respondents would have no choice but to grant TDR in terms of the prevailing norms of grant of TDR in

lieu of compensation. The learned senior counsel would submit that relinquishment deeds are sought from the hands of the petitioners. It is not unilateral relinquishment deeds, but the Additional Commissioner, BBMP on behalf of the Commissioner is a signatory to the said deed. Therefore, the respondents cannot escape grant of TDR/DRC in the teeth of the said circumstance.

5. Per contra, the learned counsel appearing for the BBMP Sri B.S. Satyanand would submit that the lands of these petitioners have not been acquired at all. The relinquishment deeds were wrongly taken from the hands of the petitioners. The officers of the BBMP have connived with the petitioners to generate TDR rights. When there is no acquisition, there can be no TDR rights at all. He would seek dismissal of the petition.

6. This Court had directed production of records with regard to execution of relinquishment deeds. The learned counsel for respondents 2 and 3 submits that original records are not available and has produced certain note sheets and appended those note sheets to the statement of objections and also the google map to

show that the BBMP has not acquired the said land for formation of road.

7. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material on record.

8. The ownership of the petitioners in respect of lands that are noted hereinabove or in the schedule to the petition is not in dispute. The genesis of the issue is a notification dated 06-01-2012 for widening of road in particular areas coming within the precincts of the BBMP. The notification is as follows:

> "**BRUHATH BANGALORE MAHANAGARA PALIKE**
> **Office of the Commissioner, BBMP Head Office,**
> **N.R.Square, Bangalore-02,**
>
> No:EE/RRN/Project/TDR/01/2011-12
>
> Date: 06-01-2012
>
> In exercise of the powers conferred under section 14-B of the Karnataka Town and Country Planning Act 1961 (Karnataka Act 11 of 1963). and as per the terms and conditions of the Government of Karnataka notification No: UDD 154 BEM RUPRA 2004 dated: 18-01-2005.. the Bruhath Bangalore Mahanagara Palike Notifies the following properties identified for Formation of a road parallel to NICE road to Bangarappa Nagara and Widening of Javaregowdana Doddi Road from Kenchenahalli

road to NICE road underpass near Hosakerehalli tank bund and for granting Transferable Developmental Rights.

Sl. No.	Name of the Road	Road from	Road to	Proposed with	Area to be acquired (Appx.)
1	Link road between Nice road to Bangarappa Nagara	Nice road	Bangara -ppa Nagara	60 Feet	9360 Sq.mtrs in Sy nos. 59.179 and 180, of Halagevaderahalli and Hosakerehali Village. Uttarahalli Hobli. Bangalore South Taluk. Bangalore.
2	Widening of Javaregowdana Doddi Road from Kenchenahalli road to NICE road underpass near Hosakerehalli tank bund	Kenchenahalli Javaregowdan a Doddi road	Hosaker -ehalli road	50 Feet	12300 Sq.mtrs in Sy nos. 53, 139, 174, 129, 200, 138, 50, 124. 142. 153 & 33 of Halagevaderahalli and Hosakerehalli Village. Uttarahalli Hobli. Bangalore South Taluk. Bangalore.

The owners of the above Sy. Nos, facing the above road whose lands are required for formation of new road can apply for grant of Transferable Developmental Rights to the Commissioner. Bruhath Bangalore Mahanagara Palike as per the terms and conditions of the Government of Karnataka notification No: UDD 154 BEM RUPRA 2004 dated: 18-01-2005.

Sd/- 6/1
Commissioner
Bruhath Bangalore Mahanagara Palike
Bangalore"

The notification indicated that owners of survey numbers facing the road whose lands were required for formation of new road and for

grant of TDRs, to apply to the Commissioner which would be considered in terms of the Notification dated 18-01-2005. Sy. Nos. 53/1 and 59/15 also form part of the said notification. These lands belong to the petitioners. Pursuant to the notification the petitioners applied for TDR. The application reads as follows:

"ಅನುಬಂಧ-।

ಅಭಿವೃದ್ಧಿ ಹಕ್ಕುಗಳ ಪ್ರಮಾಣಪತ್ರದ ಅನುಮತಿಗೆ ಅರ್ಜಿ

ಇವರಿಂದ ದಿನಾಂಕ :.....

(ಭೂ ಮಾಲೀಕರ ಹೆಸರು)

ವಿಳಾಸ
ಶ್ರೀ ಪುಟ್ಟ ಸ್ವಾಮಿ
ಒಂದನೇ ಮುಖ್ಯ ರಸ್ತೆ, ಜವರೇಗೌಡ ನಗರ
ರಾಜರಾಜೇಶ್ವರಿ ನಗರ ಬೆಂ-98

ಇವರಿಗೆ
ಆಯುಕ್ತರು
ಬಿ.ಡಿ.ಎ/ಬೃ.ಬೆಂ.ಮ.ಪಾ

ಸ್ವಾಮಿ,

"ಅಭಿವೃದ್ಧಿಪಡಿಸುವ ಹಕ್ಕುಗಳ ಪ್ರಮಾಣಪತ್ರ"ದ ನೀಡಿಕೆಗೆ ಆರ್.ಎಮ್.ಪಿ 2015 ರ ಅನ್ವಯ .....ಸಾರ್ವಜನಿಕ . ಉದ್ದೇಶಕ್ಕಾಗಿ ಮೀಸಲಾಗಿಟ್ಟಿರುವ.....ತಾಲ್ಲೂಕಿನ..... ಹೋಬಳಿಯ ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ... 59/15, 46/1, 53/1 ಸರ್ವೆ ಸಂ. ಇರುವ ಈ ಕೆಳಗೆ ತಿಳಿಸಲಾದ ಭೂಮಿಯನ್ನು ನಾನು ಒಪ್ಪಿಸಲು ಬಯಸುತ್ತೇನೆ.
ನಾನು/ನಾವು ಈ ಕೆಳಗಿನವುಗಳನ್ನು ಲಗತ್ತಿಸುತ್ತೇವೆ :

- ಖಾತಾ ಪ್ರಮಾಣಪತ್ರ
- ಮಾಲೀಕತ್ವ ಪ್ರಮಾಣಪತ್ರ

- ತೆರಿಗೆ ಪಾವತಿ ಮಾಡಿದ ಇತ್ತೀಚಿನ ರಸೀದಿ
- ಋಣಭಾರ ಪ್ರಮಾಣಪತ್ರ

.....ದ ಮೀಸಲಾಗಿಟ್ಟಿರುವ ಭೂಮಿಯನ್ನು ತೆಗೆದುಕೊಂಡು, ನನಗೆ/ನಮಗೆ ಅದರ 'ಅಭಿವೃದ್ಧಿಪಡಿಸುವ ಹಕ್ಕುಗಳ ಪ್ರಮಾಣಪತ್ರ' ನೀಡುವಂತೆ ಈ ಮೂಲಕ ನಾನು/ನಾವು ವಿನಂತಿಸಿಕೊಳ್ಳುತ್ತಿದ್ದೇನೆ/ವೆ.

ಸಹಿ/-

ಭೂಮಿಯ ಮಾಲೀಕ(ರ) ಸಹಿ"

BBMP is then sought execution of relinquishment deeds from the hands of the petitioners' vis-a-vis the property that would be subject matter of the notification. The relinquishment deeds are executed by the deceased father of the petitioners 1 to 4 in favour of the Commissioner. The Additional Commissioner on behalf of the Commissioner is also the signatory to the said relinquishment deeds. The parties to the relinquishment deed are as follows:

"**RELINQUISHMENT DEED**

This Deed of Relinquishment is made and executed on Third day of April 2012 By: SRI PUTTASWAMY, Aged about 56 years, S/o Late Lingaiah @ Ningappa, owner of property bearing Sy.No.53/1, of Hosakerehalli Village, Uttarahalli Hobli, Bangalore South Taluk, Residing at: #61, Javarayana Doddi, Bangalore South, Bangalore, Represented by his GPA Holder SRI. CHIRAG. J. SHAH, S/o Javerilal, aged about 21 Years, residing at No. 286, 17th Cross, Sadashivnagar, Bangalore-80 (Which expression wherever it so requires shall mean and include all his legal representatives, executors, successors in interest, administrators, assignees etc.), hereinafter referred to as FIRST PARTY.

In favour of THE COMMISSIONER, Bruhat Bangalore Mahanagara Palike, N R Square, Bangalore-560 002 (Which expression wherever it so requires shall mean and include all his, successors in office, executors and assignees etc.) Hereinafter referred to as SECOND PARTY,: represented by Special Commissioner (Project), BBMP."

The schedule to one of the relinquishment deeds is as follows:

"Item 21: The Bruhat Bangalore Mahanagara Palike may decline to allow utilization of D.R.C. in the following situations:-

a. Under direction from a competent court.

b. Where the Government of Karnataka has reason to believe that the transfer for utilization of DRC has been obtained by fraudulent means.

c. Whereas the utilization application does not comply with the terms and conditions.

d. Where the utilization application is not duly signed by the transferor and transferee.

e. Where the utilization application is not accompanied by original D.R.C"

The Details of the entire Property:- Sy. No. 59/15, of Hosakerehalli Village, Uttarahalli Hobli, Bangalore South Taluk, measuring 09 Guntas.

BOUNDED ON:

East: Portion of property bearing Sy. No. 59/16;

West: Portion of property bearing Sy. No. 59/17;

North: Rajakaluve and portion of property bearing Sy. No. 59/17;

South: Road and property bearing Sy. No. 51.

SCHEDULE 'A' PROEPRTY

(Property Relinquished)

Area of the land relinquished in favour of the Commissioner, Bruhat Bangalore Mahanagara Palike (BBMP), totally measuring 5,445 Sq. Fts. (505.85 Sq. Mt.) in the property bearing Sy.No.59/15, of Hosakerehalli Village, Uttarahalli Hobli, Bangalore South Taluk.

East: Remaining portion of property bearing Sy. No. 59/15 and portion of property bearing Sy. No. 59/16;

West: Remaining portion of property bearing Sy. No. 59/15 and portion of property bearing Sy. No. 59/17;

North: Rajakaluve and portion of property bearing Sy. No. 59/17;

South: Road and property bearing Sy. No. 51.

SCHEDULE 'B' PROEPRTY

Transferable Development Rights Certificate (Development Rights Certificate) to be issued by the second party in favour of the First Party equal to 1.5 times the total area of land relinquished i.e. land measuring 5,445 Sq. Fts. (505.85 Sq.Mt.), by the first party as noted in schedule-A.

DRC to be issued = 505.85x1.50=758.77Sq.Mts(8167.40 Sq.ft)"

Similar schedule is obtaining in respect of Sy.No.53/1. The properties of the petitioners in Sy. Nos. 59/15 and 53/1 form part

of the relinquishment deeds. Notwithstanding the relinquishment deeds, no TDR rights were granted to these petitioners. Therefore, the petitioners go on submitting representations and last of the representations reads as follows:

ರವರಿಗೆ, ದಿನಾಂಕ:05.02.2025

ಉಪ ಆಯುಕ್ತರು
ಭೂಸ್ವಾಧೀನ & ಟಿ.ಡಿ.ಆರ್
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ಸಂಖ್ಯೆ:53/1 ಮತ್ತು 59/15 ಸ್ವತ್ತಿನಲ್ಲಿ ಪರಿತ್ಯಾಜ್ಯ ಪತ್ರದಂತೆ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾದ ಪ್ರದೇಶಕ್ಕೆ ಪರಿಹಾರವಾಗಿ ಡಿ.ಆರ್.ಸಿ ವಿತರಿಸುವಂತೆ ಕೋರಿರುವ ಕುರಿತು.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ ಕೋಂ ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿ ಆದ ನಾನು ತಮ್ಮಲ್ಲಿ ಮನವಿ ಮಾಡಿಕೊಳ್ಳುವುದೆನೆಂದರೆ ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ಸಂಖ್ಯೆ:53/1 ರಲ್ಲಿ 3136.28ಚ.ಮೀ ವಿಸ್ತೀರ್ಣದ ಪ್ರದೇಶವನ್ನು ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ(ಬನಶಂಕರಿ) ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ:74/2012-13, ದಿನಾಂಕ:03.04.2012ರ ಪರಿತ್ಯಾಜ್ಯನ ಪತ್ರದ ಮೂಖಾಂತರ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾಗಿದ್ದು, ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ:59/15 ರಲ್ಲಿ 505.85 ಚ.ಮೀ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ(ಬನಶಂಕರಿ) ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ:75/2012-13, ದಿನಾಂಕ:03.04.2012ರ ಪರಿತ್ಯಾಜ್ಯನ ಪತ್ರದ ಮೂಖಾಂತರ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾಗಿದ್ದು, ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾದ ಸ್ವತ್ತಿನಲ್ಲಿ ಈಗಾಗಲೇ ರಸ್ತೆ ನಿರ್ಮಾಣಗೊಂಡಿರುತ್ತದೆ. ಆದರೆ ಈವರೆವಿಗೂ ಪರಿಹಾರವಾಗಿ ಅಭಿವೃದ್ಧಿ ಹಕ್ಕು ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ವಿತರಿಸಿರುವುದಿಲ್ಲ, ಆದ್ದರಿಂದ ದಯಮಾಡಿ ಸದರಿ ಭೂಸ್ವಾಧೀನಗೊಂಡಿರುವ ಪ್ರದೇಶಕ್ಕೆ ಅಭಿವೃದ್ಧಿ ಹಕ್ಕು ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ಶೀಘ್ರವಾಗಿ ನೀಡುವಂತೆ ಈ ಮೂಲಕ ತಮ್ಮಲ್ಲಿ ಕಳಕಳಿಯಿಂದ ಕೋರಿಕೊಳ್ಳುತ್ತೇನೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ,
ಸಹಿ/-
ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ"

ನಾವು ಆರ್ಥಿಕ ಪರಿಸ್ಥಿತಿಯಲ್ಲಿ ಜೀವನ ಮತ್ತು ಸಾಲಗಾರರ ಬಾದೆಯಿಂದ ಆರ್ಥಿಕವಾಗಿ ಬೀದಿ ಪಾಲಾಗಿರುತ್ತೇವೆ. ನಮ್ಮ ಪತಿಯವರಿಗೆ ಮಹಾನಗರ ಪಾಲಿಕೆಯವರು ನೀಡಬೇಕಾಗಿರುವ ಟಿ.ಡಿ.ಆರ್ ಪರೀತ್ಯಾಜನ ಪತ್ರ ನೀಡಲು ವಿಳಂಬ ಮಡಿರುವುದರಿಂದ ಸಾಲುಗಾರಿಡ ಬಾದಿಯಿವ ಚಿಂತಿಸಿ ಹೃದಯಘಾತದಿಂದ ನಿಧನಕ್ಕೆ ಕಾರಣರಾಗಿರುತ್ತಾರೆ. ಇದಕ್ಕೆ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಕಮೀಷನರ್ ರವರು ಹೊಣೆಯಾಗಿರುತ್ತಾರೆ.

ಆದುದರಿಂದ ತಕ್ಷಣವೆ ಈ ಅಭಿವೃದ್ಧಿ ಪತ್ರವನ್ನು ನೀಡಲು ಮನವಿ ಮಾಡಿಕೊಳ್ಳುತ್ತೀದ್ದೆವೆ. ತಕ್ಷಣವೇ ಪರಿತ್ಯಾಜನ ಪತ್ರದ ತಿದ್ದುಪಡಿ ಮಾಡಲು ಆದೇಶ ನೀಡಬೇಕಾಗಿ ವಿನಂತಿಸಿಕೊಳ್ಳುತ್ತೇವೆ. ತಾವು ಸದರಿ ಆದೇಶವನ್ನು ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಕಮೀಷನರ್ ವರಿಗೆ ತುರ್ತಾಗಿ ಮತ್ತು ಬೆಂಗಳೂರು ನಗರ ಅಭಿವೃದ್ಧಿ ಪ್ರಾಧಿಕಾರದ ಕಮೀಷನರ್ ರವರಿಗೆ ಸದರಿ ಜಮೀನ ಹಕ್ಕು ಪತ್ರವನ್ನು ತುರ್ತಾಗಿ ವಿತರಿಸಲು ಆದೇಶವನ್ನು ನೀಡಬೇಕಾಗಿ ವಿನಯ ಪೂರ್ವವಾಗಿ ಕೋರುತ್ತೇವೆ.

ಇತಿ ನಮ್ಮ ವಿಧೇಯ ಶ್ರೀಮತಿ ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿಯವರ ಪತ್ನಿ ಲಕ್ಷ್ಮಿ ಮತ್ತು ಶ್ರೀಮತಿ ಯಶೋದಮ್ಮ.

ತಮ್ಮ ವಿಧೇಯಕರು

1. ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ W/o ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿ

ಸಹಿ/-

2. ಶ್ರೀಮತಿ ಯಶೋದಮ್ಮ D/o ಲೇಟ್ ಲಿಂಗಯ್ಯ,

ಸಹಿ/-

ಮುಂದಿನ ತುರ್ತು ಕ್ರಮಕ್ಕಾಗಿ ಕೆಳಕಂಡ ದಾಖಲೆಗಳನ್ನು ಆಡಕ ಮಾಡಿರುತ್ತೇನೆ.

1. ನೋಟಿಫಿಕೇಷನ್ ನಂ.EE/RRN/Project/TDR/01/2011-12

2. ನೋಟಿಫಿಕೇಷನ್ ನಂ. ಕಾ.ಪಾ.ಅ./ಆರ್.ಆರ್.ಎನ್/ಯೋಜನೆ/ಟಿಡಿಆರ್/01/2011-12

3. ಪರೀತ್ಯಾಜನ ಪತ್ರಗಳು ದಿನಾಂಕ:03-4-2012 20. ನಂ. BSK-1-00074-2012-13 ಸಿ.ಡಿ.ನಂ. BSKD150

4. ಶ್ರೀಯುತ ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿ ಯವರ ಮರಣ ಪತ್ರ

5. ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯವರು ಭೂಸ್ವಾಧೀನಕ್ಕೆ ಉದ್ದೇಶಿಸಿರುವ ಜಾಗದ ದೃಢಿಕರಿಸಿದ ನಕ್ಷೆಗಳು

6. ನ್ಯಾಯಲಾಯದ ಆದೇಶದ ಸಂಖ್ಯೆ ಪ್ರತಿ OS ನಂ 6807/2011

7. ಅಭಿವೃದ್ಧಿ ಹಕ್ಕು ಪತ್ರವನ್ನು ವಿತರಿಸಲು ಮಹಾನಗರ ಪಾಲಿಕೆಯವರು ನೀಡಿರುವ ಚೆಕ್ ಲೀಸಟ್‌ನ ಪ್ರತಿಯನ್ನು ಲಗ್ಗತಿಸಿರುತ್ತೇನೆ."

This results in a communication from the Deputy Commissioner, Land Acquisition and TDR to the Executive Engineer on 14-03-2025. It reads as follows:

"ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಉಪ ಆಯುಕ್ತರು (ಭೂಸ್ವಾಧೀನ ಮತ್ತು ಟಿ.ಡಿ.ಆರ್) ರವರ ಕಛೇರಿ, ಅನೆಕ್ಸ್ ಕಟ್ಟಡ-3, ಕೊಠಡಿ ಸಂಖ್ಯೆ: 208, ಎರಡನೇ ಮಹಡಿ, ಕೇಂದ್ರ ಕಛೇರಿ ಆವರಣ, ಎನ್.ಆರ್. ಚೌಕ, ಬೆಂಗಳೂರು-560002.

ಸಂಖ್ಯೆ: ಎಲ್.ಎ.ಕ್ಯೂ/ಟಿ.ಡಿ.ಆರ್/ಪಿ.ಆರ್/2157/2024-25 ದಿನಾಂಕ 14.03.2025

ರವರಿಗೆ,

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು,
ರ.ಮೂ.ಸೌ-ಕೇಂದ್ರ ವಿಭಾಗ,
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ,

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು, ಉತ್ತರಹಳ್ಳಿ ಹೋಬಳಿ, ಹೊಸಕೆರೆಹಳ್ಳಿ, ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.53/1 ಮತ್ತು ಸರ್ವೆ ನಂ.59/15 ರ ಸ್ವತ್ತುಗಳಿಗೆ ಪರಿತ್ಯಾಜ್ಯನಾ ಪತ್ರದಂತೆ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾದ ಪ್ರದೇಶಕ್ಕೆ ಪರಿಹಾರವಾಗಿ ಡಿ.ಆರ್.ಸಿ ವಿತರಿಸುವಂತೆ ಕೋರಿರುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ ಕೋಂ **ಲೇಟ್** ಪುಟ್ಟಸ್ವಾಮಿ ರವರ ಮನವಿ ಪತ್ರ ದಿನಾಂಕ:05.02.2025. (ಈ ಕಛೇರಿ ಸ್ವೀಕೃತಿ ದಿನಾಂಕ:19.02.2025).

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ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಪತ್ರದಲ್ಲಿ ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ ಕೋಂ ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿ ರವರು ಹೊಸಕೆರೆಹಳ್ಳಿ, ಗ್ರಾಮದ ಸರ್ವೆ ಸಂಖ್ಯೆ:53/1 ರಲ್ಲಿ 3136.28 ಚ.ಮೀ ವಿಸ್ತೀರ್ಣದ ಪ್ರದೇಶವನ್ನು ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಬನಶಂಕರಿ) ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ:74/2012-13, ದಿನಾಂಕ:03.04.2012 ರ ಪರಿತ್ಯಾಜ್ಯನ ಪತ್ರದ ಮುಖಾಂತರ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾಗಿದ್ದು ಮತ್ತು ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ:59/15 ರಲ್ಲಿ 505.85 ಚ.ಮೀ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ(ಬನಶಂಕರಿ) ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ:75/2012-13, ದಿನಾಂಕ:03.04.2012 ರ ಪರಿತ್ಯಾಜ್ಯನ ಪತ್ರದ ಮುಖಾಂತರ ಪಾಲಿಕೆ ಹೆಸರಿಗೆ ನೋಂದಾಯಿಸಲಾಗಿದ್ದು, ಪಾಲಿಕೆ ಹೆಸರಿಗೆ. ನೋಂದಾಯಿಸಲಾದ ಸ್ವತ್ತಿನಲ್ಲಿ ಈಗಾಗಲೇ ರಸ್ತೆ ನಿರ್ಮಾಣಗೊಂಡಿರುತ್ತದೆ. ಆದರೆ ಈವರೆವಿಗೂ ಪರಿಹಾರವಾಗಿ ಅಭಿವೃದ್ಧಿ ಹಕ್ಕು ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ವಿತರಿಸಿರುವುದಿಲ್ಲ, ಆದ್ದರಿಂದ ಸದರಿ ಭೂಸ್ವಾಧೀನಗೊಂಡಿರುವ ಪ್ರದೇಶಕ್ಕೆ ಅಭಿವೃದ್ಧಿ ಹಕ್ಕು ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ಶೀಘ್ರವಾಗಿ ನೀಡುವಂತೆ ಕೋರಿರುತ್ತಾರೆ.

ಪರಿಶೀಲಿಸಲಾಗಿ, ಹೊಸಕೆರೆಹಳ್ಳಿ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.53/1 ರಲ್ಲಿ 3136.28 ಚ.ಮೀ ವಿಸ್ತೀರ್ಣದ ಪ್ರದೇಶವನ್ನು ಉಪ ನೋಂದಣಾಧಿಕಾರಿ (ಬನಶಂಕರಿ) ಕಛೇರಿಯ 1ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್:BSK-1-00074-2012-13 ಆಗಿ CD No.BSKD150 ರಲ್ಲಿ ದಿನಾಂಕ:03.04.2012 ರಂದು ನಂ:59/15 ರಲ್ಲಿ 505.85 ಚ.ಮೀ ವಿಸ್ತೀರ್ಣದ ಪ್ರದೇಶವನ್ನು ಉಪ ನೋಂದಣಾಧಿಕಾರಿ (ಬನಶಂಕರಿ) ಕಛೇರಿಯ 1ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್:BSK-1-00075-2012-13 ಆಗಿ CD No.BSKD150 ರಲ್ಲಿ ದಿನಾಂಕ:03.04.2012 ರಂದು ಪರಿತ್ಯಾಜ್ಯನಾ ಪತ್ರದ ಮೂಲಕ ನೋಂದಾಯಿಸಿಕೊಂಡಿರುವುದು ಕಂಡುಬಂದಿರುತ್ತದೆ ಹಾಗಾಗಿ ಸದರಿ ಸ್ವತ್ತಿಗೆ ಈ ಹಿಂದೆ ಪಾಲಿಕೆಯಿಂದ ಡಿ.ಆರ್.ಸಿ ನೀಡಿರುವ/ನೀಡಿಲ್ಲದಿರುವ ಬಗ್ಗೆ ಪರಿಶೀಲಿಸಿ ಈ ಕಛೇರಿಗೆ ಸೂಕ್ತ ದಾಖಲೆಗಳೊಂದಿಗೆ ಮಾಹಿತಿ/ವರದಿ ನೀಡುವಂತೆ ಕೋರಿದೆ.

ಮುಂದುವರೆದು, ಸದರಿ ಸ್ವತ್ತುಗಳಿಗೆ ಡಿ.ಆರ್.ಸಿ ವಿತರಿಸಿರದಿದ್ದಲ್ಲಿ ಕರ್ನಾಟಕ ನಗರ ಮತ್ತು ಗ್ರಾಮಾಂತರ ಯೋಜನಾ ಕಾಯ್ದೆ, 1961 ರ ಕಲಂ 14-ಬಿ (4) (1) ರನ್ವಯ ಫಾರಂ-1 ಅಧಿಸೂಚನೆಯನ್ನು ಹೊರಡಿಸಿದ್ದಲ್ಲಿ ಮಾಹಿತಿಯನ್ನು ನೀಡುವುದು: ಹಾಗೂ ಒಂದು ವೇಳೆ ಫಾರಂ-1 ಅಧಿಸೂಚನೆಯನ್ನು ಹೊರಡಿಸಿರದಿದ್ದಲ್ಲಿ ಈ ಕೆಳಕಂಡ ದಾಖಲೆಗಳನ್ನು ಈ ಕಛೇರಿಗೆ ಸಲ್ಲಿಸಿದ್ದಲ್ಲಿ ಪರಿಶೀಲಿಸಿ ನಿಯಮಾನುಸಾರ ಫಾರಂ-1 ಅಧಿಸೂಚನೆಯನ್ನು ಹೊರಡಿಸಲಾಗುವುದು.

1. ಸದರಿ ರಸ್ತೆ ಅಗಲೀಕರಣ ಸಂಬಂಧ ಸರ್ಕಾರ/ಆಯುಕ್ತರು, ಬಿಬಿಎಂಪಿ ರವರಿಂದ - ಪ್ರಸ್ತಾವನೆ ಅನುಮೋದನೆಯಾಗಿರುವ ಆದೇಶದ ಪ್ರತಿಗಳು (Project approved copy) ಯೋಜನಾ ನಕ್ಷೆಯ ಪ್ರತಿ (Project plan/drawing).

2. ಸದರಿ ಕಾಮಗಾರಿಯನ್ನು ಈಗಾಗಲೇ ಅನುಷ್ಠಾನಗೊಳಿಸಿದ್ದಲ್ಲಿ ಟೆಂಡರ್ ಅನುಮೋದನೆಯಾಗಿರುವ ಆದೇಶದ ಪ್ರತಿಗಳು (Tender Documents).

3. ಕಾಮಗಾರಿಗೆ ಒಳಪಟ್ಟಿರುವ ಒಟ್ಟು ಸ್ವತ್ತುಗಳ ವಿವರಗಳು, ಹಾಲಿ ರಸ್ತೆಯ ಅಗಲ ಹಾಗೂ ಪ್ರಸ್ತಾಪಿತ ರಸ್ತೆಯ ಅಗಲದ ಬಗ್ಗೆ ಮಾಹಿತಿ.

4. ದೃಢೀಕೃತ ಅಲೈನ್‌ಮೆಂಟ್ ನಕ್ಷೆ ಪ್ರತಿ ಮತ್ತು ಅಲೈನ್‌ಮೆಂಟ್ ನಕ್ಷೆಯ DWG ಸಾಫ್ಟ್ ಕಾಪಿಯನ್ನು bbmpdclaq@gmail.com ಈ ಮೇಲ್ (e-mail) ಕಳುಹಿಸುವುದು.

5. ಸದರಿ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಆರ್.ಎಂ.ಪಿ-2015 ರಲ್ಲಿ ಗುರುತಿಸಿದ್ದಲ್ಲಿ ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರದಿಂದ ಅನುಮೋದನೆ ಪಡೆದಿರುವ ಬಗ್ಗೆ ಮಾಹಿತಿ.

6. ಆರ್.ಎಂ.ಪಿ-2015 ಮೇಲೆ ಅಲೈನ್‌ಮೆಂಟ್ ನಕ್ಷೆಯನ್ನು ಇಂಡೀಕರಣಗೊಳಿಸಿರುವ (Super Impose) ದೃಢೀಕೃತ ಪ್ರತಿ.

7. ಆರ್.ಎಂ.ಪಿ-2015 ರಲ್ಲಿ ಗುರ್ತಿಸಿರುವ ಅಲೈನ್‌ಮೆಂಟ್‌ಗೂ ಹಾಗೂ ಸ್ಥಳದಲ್ಲಿ ನಿರ್ಮಿಸಲು ಉದ್ದೇಶಿಸಿರುವ ರಸ್ತೆಯ ಅಲೈನ್‌ಮೆಂಟ್‌ಗೂ ಪಥ ಬದಲಾವಣೆ ಇದ್ದಲ್ಲಿ, ಪಥ ಬದಲಾವಣೆ ಬಗ್ಗೆ ಸ್ಪಷ್ಟವಾದ ವರದಿ ನೀಡುವುದು.

8. ರಸ್ತೆ ಅಲೈನ್‌ಮೆಂಟ್ ನಕ್ಷೆಯ ಮೇಲೆ ಗೂಗಲ್ ನಕ್ಷೆಯನ್ನು ಇಂಡೀಕರಣಗೊಳಿಸಿರುವ ದೃಢೀಕೃತ ಪ್ರತಿ.

9. ಈಗಾಗಲೇ ರಸ್ತೆ ನಿರ್ಮಿಸಿದ್ದಲ್ಲಿ ದೃಢೀಕೃತ ರೋಡ್ ರಿಜಿಸ್ಟರ್ ಪ್ರತಿಯನ್ನು ಸಲ್ಲಿಸುವುದು. ಇಲ್ಲವಾದಲ್ಲಿ ರಸ್ತೆ ನಿರ್ಮಾಣಕ್ಕೂ ಮುನ್ನ ಹಾಗೂ ರಸ್ತೆ ನಿರ್ಮಾಣದ ನಂತರ 'ಇರುವ ಗೂಗಲ್ ನಕ್ಷೆಯ ಅಲೈನ್ ಮೆಂಟ್ ನಕ್ಷೆ ಮೇಲೆ ಇಂಡೀಕರಣಗೊಳಿಸಿ (Super Impose) ದೃಢೀಕರಿಸಿ ಸಲ್ಲಿಸುವುದು.

10. ಸಂಬಂಧಿಸಿದ ಅಭಿಯಂತರರ ವಿಭಾಗದಿಂದ ಸ್ಥಳ ತನಿಖಾ ವರದಿ ಸಲ್ಲಿಸುವುದು.

11. ಈಗಾಗಲೇ ಸದರಿ ಕಾಮಗಾರಿ ಸಂಬಂಧ ಯಾವುದಾದರೂ ಸ್ವತ್ತುಗಳಿಗೆ ಡಿ.ಆರ್.ಸಿ ಅಥವಾ ಧನ ಪರಿಹಾರ ನೀಡಲಾಗಿದೆಯೇ ಎಂಬುದರ ಬಗ್ಗೆ ಮಾಹಿತಿ ನೀಡುವುದು.

12. ಸದರಿ ರಸ್ತೆ ಅಧಿಸೂಚನೆಯ ಮೂಲ ಕಡತವನ್ನು ನೀಡುವುದು.

13. ಚೆಕ್‌ಲಿಸ್ಟ್‌ನಂತೆ ಮಾಹಿತಿಯನ್ನು ಭರ್ತಿಮಾಡಿ ಸಲ್ಲಿಸುವುದು (ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸಿದೆ).

ಭೂಮಾಲೀಕರ ಸ್ವತ್ತುಗಳನ್ನು ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕಾಗಿ ಪಾಲಿಕೆಯು ಉಪಯೋಗಿಸಿಕೊಂಡಿದ್ದಲ್ಲಿ ಪರಿಹಾರವನ್ನು ಒದಗಿಸುವುದು ಪಾಲಿಕೆಯ ಕರ್ತವ್ಯವಾಗಿದ್ದು, ಅರ್ಜಿದಾರರ ಸ್ವತ್ತುಗಳನ್ನು ಪಾಲಿಕೆಗೆ ಹಸ್ತಾಂತರಿಸಿಕೊಂಡು ಸುಮಾರು 13 ವರ್ಷಗಳು ಕಳೆದಿರುವುದು ಕಂಡುಬಂದಿರುತ್ತದೆ ಹಾಗಾಗಿ ಈ ಸಂಬಂಧ ಆದ್ಯತೆ ಮೇರೆಗೆ ಕ್ರಮವಹಿಸುವಂತೆ ಕೋರಿದೆ.

ಆಡಕ: ಪರಿತ್ಯಾಜನಾ ಪತ್ರದ ಪ್ರತಿಗಳು & ಮನವಿ ಪತ್ರದ ಪ್ರತಿ.

ಸಹಿ/-
ಉಪ ಆಯುಕ್ತರು
(ಭೂಸ್ವಾಧೀನ & ಟಿ.ಡಿ.ಆರ್)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಪ್ರತಿಯನ್ನು:

1. ಪ್ರಧಾನ ಅಭಿಯಂತರರು, ಬಿಬಿಎಂಪಿ ರವರ ಅವಗಾಹನೆಗೆ ತರಲು ಅವರ ಆಪ್ತ ಕಾರ್ಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸುತ್ತಾ ಸಂಬಂಧಪಟ್ಟವರಿಗೆ ಸೂಕ್ತ ನಿರ್ದೇಶನ ನೀಡುವಂತೆ ಕೋರಿದೆ.

2. ಶ್ರೀಮತಿ ಲಕ್ಷ್ಮಿ ಕೋಂ ಲೇಟ್ ಪುಟ್ಟಸ್ವಾಮಿ, ನಂ.61, ಜವರಯ್ಯನ ಹುಂಡಿ, ಬೆಂಗಳೂರು ರವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಕಳುಹಿಸಿದೆ.

3 ಕಛೇರಿ ಪ್ರತಿ."

Nothing happens thereafter. Therefore, the petitioners are before the Court.

9. The learned counsel appearing for respondents 2 and 3 has vehemently contended that the factual position is that the properties of the petitioners have not been acquired at all for the purpose of formation of road. Insofar as relinquishment deeds are concerned, the objections would read as follows:

"…. …. ….

10. That pursuant to the Notification at Annexure - A, one Puttaswamy applied to these Respondents offering to voluntarily surrender the lands in Sy. Nos.53/1, 59/15 and 46/1, of

Hosakerehalli, Bangalore in turn for issuance of Transferrable Development Rights (TDR, for short). Based on the said Application for issuance of TDR, the then Surveyor (Estates) one Mr. Chikkamadaiah, (Retd. and appointed on Contract Basis) furnished a Report and also prepared a Sketch in respect of the extent of acquisition for Road Widening and Formation of the Roads on 14.03.2012. What is pertinent to note is that as per the Report of the said Surveyor, what is identified by him and sketch so prepared is in respect of an already Existing Roads both in Survey Nos. 53 / 1 & 59 / 15. This was further approved by the then Asst. Executive Engineer one Mr. Rama Mohan and Executive Engineer Mr. Keera Nayak on 17.03.2012. That after both of them sign the Reports and the Sketch on 17.03.2012, the file is forwarded to the then Additional Commissioner (Rajarajeshwari Nagara Zone), BBMP, one Mr. K.M Ramachandran, who passes an Order on 02.04.2012, to prepare a Relinquishment Deed and get the same duly signed from the said Mr. Puttaswamy in respect of 33,759 Sq. Ft., and 5,445 Sq. Ft., of area in Sy. Nos. 53 / 1 and 59 / 15. That based on the said direction, that on 03.04.2012, 2 Relinquishment Deeds were executed by the said Puttaswamy through his Power of Attorney Holder one Mr. Chiraj Shah, S/o. Mr. Javerilal, R/At No. 286, 17th Cross, Sadashivanagara, Bangalore - 560 080, for the said extent of land in the name of the Commissioner, BBMP, however, signed by the then Additional Commissioner (R.R. Nagara Zone).

11. That after execution of the Relinquishment Deeds on 03.04.2012, a recommendation dated 10.04.2012, for issuance of TDR Certificates in respect of Sy. Nos. 53 / 1 & 59 / 15, to the extent of 4,704.42 Sq. Mtrs., in Sy. No. 53/1 and 758.77 Sq. Mtrs., in Sy. No. 59 / 15, was also made by the then Addl. Commissioner (R.R. Nagara Zone). Based on the said Recommendation being made by the then Addl. Commissioner (R.R. Nagara Zone), 2 TDR Certificates bearing Nos. 002031 & 002032, were also prepared and kept ready on 10.04.2012, itself.

12. That as the TDR Certificates were to be signed by the Commissioner, now for the 1st time, the entire file was forwarded by the aforesaid persons including the Addl. Commissioner (R.R. Nagara Zone), to Addl. Commissioner (Projects). Being suspicious of the entire circumstance as stated

above and also the extent of land that is sought to be acquired, the Addl. Commissioner (Projects) on 20.04.2012, directed to conduct a Spot Inspection of the entire area that is sought to be surrendered and for which TDRs are recommended and to furnish a Report in that regard. This action was also approved by the Joint Commissioner (Land Acquisition), BBMP on 21.04.2012. Annexure - R - 4, is the Note Sheets from Page Nos. 1 to 6, Annexure - R - 5, is the 2 Survey Sketches in respect of Sy. Nos. 53 / 1 & 59 / 15 and R - 6 & R-7, are the copies of the TDR Certificates bearing Nos. 002031 & 002032.

13. That on 23.04.2012, Spot Inspection Report was furnished by the Executive Engineer (Project), and that on 25.04.2012, a detailed Spot Inspection Report along with recommendations were given by the Joint Commissioner (Land Acq), BBMP and that the same was forwarded to the Addl. Commissioner (Projects) to be brought the knowledge of the Commissioner for appropriate action in this regard. That the Addl. Commissioner (Projects) further forwarded the entire File along with his Report for necessary approves from the Commissioner. That the then Commissioner on 30.04.2012, passed an Order to take action against the erring Officials. Annexure - R - 8, is the Note Sheets from Page Nos. 7 to 12.

14. That on 05.05.2012, the Executive Engineer (R.R. Nagara) was kept under suspension, which order was challenged by him in WP No. 15778 of 2012 (S-Dis). This Hon'ble Court on 24.05.2012, was pleased to dismiss the above Writ Petition. That the Addl. Commissioner (R.R. Nagara) was relieved from services with BBMP vide Orders dated 05.05.2012. That on 05.05.2012, a recommendation was sent to the Government to suspend the Asst. Executive Engineer from services. Further the Retd. Surveyor (Estates) who was on Contact Basis was directed to be dismissed from services. That on 24.07.2012, a vide Letter bearing No. B12 (1B) PR / 112 / 12-13, a Letter was addressed to the Principal Secretary, UDD, Government of Karnataka, to initiate joint Disciplinary Enquiry against all the above 4 erring officials. Annexure - R - 9, is the aforesaid letter dated 24.07.2012. Based on the said Letter, that on 02.02.2021, the Disciplinary Enquiry Proceedings were commenced by issuing necessary Show Cause Notice and Articles of Charges in Annexure 1 to 4, to the concerned delinquent officials and that the same are pending

consideration. Annexure - R - 10, are the said Letter dated 02.02.2021 and the Show Cause Notice and Article of Charges.

15. That in view of the chain of circumstances that is narrated supra, the said Puttaswamy or the Petitioners are not entitled for any TDRs in respect of any extent of land said to be belonging to them. That the said Mr. Puttaswamy and the Power of Attorney Holder i.e., Mr. Chirag Shah, in connivance with the officials of these Respondents had defrauded these Respondents by creating false reports, sketch and documents. This a case of fraud being played by the said Mr. Puttaswamy and Mr. Chirag Shah in claiming TDRs firstly, in respect of those Roads which were never part of the Notification at Annexure A, and secondly, in respect of those Roads which were already in existence and formed about 15 to 18 Years prior to the Notification at Annexure-A, as part of their Revenue, Layouts. Since the said Mr. Puttaswamy and Chirag Shah had involved in creating documents in connivance with the Officials of these Respondents, they neither claimed any TDR by giving representations nor did they approach this Hon'ble Court seeking such of the relief/s and that they kept quiet. Now after the death of the said Puttaswamy, the Petitioners claiming to be his Legal Representatives have approached this Hon'ble Court seeking such of the relief/s for issuance of TDRs in their favour. In view of the facts as narrated supra, this is a case of Fraud being played by the said Owner of land bearing Nos. 53/1 & 59/15, of Hosakere Halli Village, Bangalore on the Authorities, these Respondents are not liable to issue any sort of TDRs or Compensation in favour of the Petitioners."

To the said objections, the petitioners have filed their rejoinder, in which the contention that the properties of the petitioners are not used or there is no relinquishment of the properties is countered in the following paragraphs. They read as follows:

"…. …. ….

3. The sum and substance of the statement of objections is that, the respondent admits the execution of the relinquishment deeds transferring the schedule properties to and in favour of the respondent. That being said, the respondent is bound by the terms of the said deed. The respondent, therefore is duty bound to abide by the terms of the said deed of relinquishment and transfer the developmental rights which is shown as the consideration amount in the said document. The respondent cannot in any manner deviate from the same or assign and or attribute any cause or reason not to abide by the said terms and is estopped in law from doing so.

4. The contention of the respondent that the land belonging to the petitioner that is transferred to and in favour of the respondent under the relinquishment deed, has not been utilised for the purpose that it was earmarked is an untenable submission. The further contention by the respondent by placing reliance on the sketch to substantiate the aforesaid statement that the petitioners land has not been utilised for the formation of the road, in as much as width of the road is the same prior to the date of the relinquishment and as on the present date is also an untenable submission; The utilisation or otherwise of the land of the petitioner that is relinquished under the deed would not in law, enable the respondent authority from abiding by the covenant in the deed of relinquishment, and the respondent authority is therefore legally duty bound to transfer the developmental rights promised under the deed.

5. The further contention that the deed of relinquishment was not necessary as there was no purpose or intent for widening of the road and that the officials attached to the office of the respondent have schemed the execution of the said document and action has been taken against them, would not absolve the respondent authority from abding by the terms of the document. The statement of objections does not in any manner implicate or demonstrate that the petitioner has been involved in any manner of act of omission or commission that disentitles him from claiming the rights that are accrued to him under the deed of relinquishment in the absence of such pleading and in the absence of any material to show that the deed of relinquishment is a document that is brought about by reason of fraud the respondent authority cannot resile from the

> contract. The law of estoppel squarely applies on all its fours to the given and admitted set of facts."

The objections filed by the BBMP based upon the note sheets states that the Executive Engineer who had placed the file before the Additional Commissioner and then the Commissioner who passed an order has been kept under suspension on 05-05-2012. Taking cue from this, the learned counsel for the respondents submits that approval of the Commissioner was erroneously taken on the relinquishment deeds.

10. The objections and the said submissions are noted only to be rejected. Not for nothing a notification comes to be issued in the year 2012. Pursuant to the notification the petitioners applied for grant of TDR. Again, not for nothing the Notification itself indicated that TDR rights would be given to those whose lands are to be used for the purpose of formation of road. The relinquishment deeds are registered documents. The Additional Commissioner on behalf of the Commissioner is the signatory to the relinquishment deeds. Now after 13 years of execution of relinquishment deeds, the BBMP puts up a defence before this Court demonstrating that it was an

error of execution of relinquishment deeds by the officers of the BBMP and those officers have been kept under suspension. Therefore, the relinquishment deeds are not to be acted upon. The said submission, to say the least, is preposterous. **Today a citizen is stripped of his lands and has been waiting for 14 long years without compensation or without TDR. When the notification itself indicated grant of TDR after relinquishment deeds are executed and relinquishment deeds being executed, it would not mean that the BBMP can show hands off or wash off its hands to grant compensation for acquisition of land of the citizen.**

11. It would have been an altogether different circumstance if the relinquishment deeds had been sought to be cancelled by the BBMP at any time till today. Till date the relinquishment deeds stand intact. Not a piece of paper is produced before the Court seeking to demonstrate that erroneous relinquishment deeds were taken. Therefore, after 14 years now, the BBMP cannot project that relinquishment deeds were fraudulently executed by the Additional Commissioner of the BBMP. A public servant, on the strength of

the order of hierarchy, having executed the relinquishment deed cannot strip off the rights of the citizen, on a specious plea that it was an error. The petitioners today have neither the lands nor have the TDR/DRC or any amount as compensation. Therefore, the petitioners become entitled to the reliefs sought at the hands of this Court.

12. It would be apposite, in this regard, to refer to the judgment of the co-ordinate Bench of this Court in the case of **D.V. VENKATESHAPPA v. THE COMMISSIONER, BRUHAT BENGALURU MAHANAGARA PALIKE**[1], wherein it has held as follows:

> "…. …. ….
>
> 4. Having heard the learned counsel for the parties and having perused the petition papers, this Court is inclined to grant indulgence in the matter as under and for the following reasons:
>
> (a) Right to property although is no longer a Fundamental Right after 42nd Amendment to the Constitution, it is constitutionally secured. **The Apex Court in *BAJRANGA vs. STATE OF MADHYA PRADESH*, (2021) SCC OnLine SC 27reiterated:"*Right to property is still a constitutional right under Article 300A of the Constitution of India though not a fundamental right. The deprivation of the right can only be in accordance with the procedure***

[1] **WRIT PETITION No.1402/2021 (LB-BMP), disposed on 05.04.2022**

established by law." Ordinarily, the State takes the property of private persons either by consensual purchase or by compulsory acquisition, as provided under the law concerned. The latter is *inter alia* subject to payment of adequate compensation. The claim of petitioners has to be adjudged keeping this in mind.

(b) For conceptual clarity, it would be profitable to refer to *'Transferable Developmental Rights, Guidelines For Implementing of TDR Tools for Achieving Urban Infrastructure Transition in India'* (2020) published by the NITI AYOG:

> ***"TDR means an award specifying the Built-Up Area (BUA) an owner of a site or plot can either sell or utilize – in-situ/ elsewhere, in lieu of the land foregone on account of surrendering / gifting land free of cost to the ULB's (Municipal Body, Urban Improvement Trust, Urban Development Authority), required to be set apart for public purpose as per the Master Plan or for road widening, recreational use zone, etc. The award isin the form of a TDR Certificate issued by the Competent Authority. The TDR Certificate inter-alia should mention the area surrendered and the cost of that area as per the circle rate. These certificates are regulated under the building ByeLaws or in conjunction with TDR guidelines framed by State Governments from time-to-time…"***

With regard to TDR, before TDR was conceptualized, the like concepts of taxing and zoning in exercise of State interest were treated by the U.S. Supreme Court nearly a century ago in *VILLAGE OF EUCLID vs. AMBLER REALTY CO*. 272 U.S. 365 (1926). Long thereafter, the case of *PENN CENTRAL TRANSPORT COMPANY vs. NEW YORK CITY* 438 U.S. 104 (1978) addressed TDR as a flexible alternative to the payment of compensation to the persons who give up their properties and thereby get Enhanced Developmental Rights in some other property belonging to them. This idea was evolved on the premise of balancing landowners' interest with public interest. What Justice Antonio Scalia observed in

SUITUM vs. TAHOE REGIONAL PLANNING AGENCY 529 U.S. 725 (1997) is profitably reproduced below:

> ***"TDR, of course, have nothing to do with the use or development of the land to which they are (by regulatory decree) attached. The right to use and develop one's own land is quite distinct from the right to confer upon someone else an increased power to use and develop his land. The latter is valuable, to be sure, but it is a new right conferred upon the landowner in exchange for the taking, rather than a reduction of the taking... so also the marketable TDR, a peculiar type of chit which enables a third party not to get cash from the government but to use his land in ways the government would otherwise not permit, relates not to taking but to compensation.."***

(c) Our Apex Court deliberating on the nature of TDR in JANHIT MANCH vs. STATE OF MAHARASHTRA (2019) 2 SCC 505 at paragraphs 2, 3 & 4 has instructionaly observed:

> *"2…**transferable development right (TDR) is voluntary, incentive based program allowing landowners to sell developmental rights from their land to a developer or to other interested parties, who can use these rights to increase the density of development at another designated location**…3.In order to understand this concept, we would like to further elucidate that the object is to give compensation in a different way, to private landowners who have transferred a portion of their land to the Government as and when the Government has required such private land to build or expand public utilities like grounds, gardens, bus stands, roads, etc. **The alternatemode of compensation, instead of payment of money is TDR, which is nothing but a development potential, in terms of increased floor space index (hereinafter referred to as "FSI") awarded in lieu of the area of land given, conferred in the form of a Development Rights Certificate (hereinafter referred to as "DRC"), by the Government. Such TDR or DRC is negotiable and can be transferred for consideration, leaving it open for the owner of the acquired land to either use the TDR for himself or to sell it in the open market**…4.The other concept*

> *which would have to be dealt with in the context of the present dispute is that of floor area ratio (hereinafter referred to as "FAR"), which is the ratio of a building's total floor area (gross floor area) to the total area of the plot. The concept of FAR can be utilised in the zoning process, to limit urban density.* ***It may be noted that often FAR and FSI are used as interchangeable terminologies*** *and what is taken into account is the carrying capacity/infrastructure and amenities of an area, which would, in turn, have a direct impact on public health, safety and the right to life of the occupants of the area."*

The Govt. of Karnataka vide Notification dated 18.1.2005 has promulgated certain terms & conditions for the grant of Transferable Development Rights by the Municipal Corporations. The same are justiciable since they havestatutory force by virtue of section 14B of the Karnataka Town and Country Planning Act, 1961, which the Notification itself in so many words mentions. The Apex Court while treating more or less a similar circumstance observed in *GODREJ & BOYCE MFG. CO. LTD. vs. STATE OF MAHARASHTRA* (2009) 5 SCC 24 observed as under:

> *"The conditions, that is to say, the mutual rights and obligations subject to which the landowner may offer to surrender the designated plot to municipal authorityand the latter may accept the offers are enumerated in detail in the statutory provisions. Beyond those conditions there can be no negatiations for surrender of the land, particularly in derogation to the landowner's statutory rights."*

(d) The Statement of Objection filed by Respondent – BBMP on 10.12.2021, refers to the Government Letter dated 12.12.2011 at Annexure – R1 thereto, which grants approval for having the lands for the purpose of widening of roads mentioned in Revised Master Plan 2015, even when these lands are situate outside the BBMP jurisdictional limits. TheBBMP at paragraph 2 of Statement of Objections specifically admits:

> *"Accordingly, BBMP identified certain lands including the land of petitioner which were falling within the BBMP limits for the purpose of road widening…the*

land of the petitioner is one such area earmarked for such purpose of development activities…"

The BBMP also admits that it has secured the subject lands by way of registered Relinquishment Deeds. Thus, they lost the ownership of the lands and the BBMP gained the same in accordance with the statutory scheme. **But for the assurance of TDR, the petitioners would not have surrendered their valuable lands, which admittedly are comprised in the Revised Master Plan. It is not that the BBMP or the Government has paid any compensation. The BBMP has not utilised the said lands is a poor justification for denying TDR. After the relinquishment, petitioners have no say over what the BBMP would do with these lands. The handing of TDR certificates is not dependent upon the proof of utilization of lands by the BBMP for the avowed purpose. If contention of BBMP isaccepted, petitioners who have lost their lands would not get either the compensation or the TDR and thus the action of the BBMP would amount to forfeiting private property without authorization of law and therefore, is violative of constitutional mandate enacted in Article 300A.**

(e) **The contention of respondent BBMP that it has not taken the possession of surrendered lands in question, is bit difficult to countenance for more than one reason: firstly, the Relinquishment Deeds that are placed on record are registered instruments to which BBMP is a party signatory and they specifically mention about delivery of possession. Secondly, it is the specific case of petitioners that all they have given up the possession of subject lands simultaneously with the execution and registration of Relinquishment Deeds. In fact, some of the petitioners have dismantled their structures that existed in few of these lands and thereafter handed the same to BBMP. Thirdly, petitioners specifically state that they are not in the possession of these lands.** It is not the case of BBMPthat the petitioners obstructed or otherwise interfered with the BBMP utilizing these lands for any purpose. Even now, petitioners in all fairness state that the BBMP is free to do whatever it wants in the subject lands and that they shall be miles away from all that. If any of the petitioners or any one claiming under them takes up a plea/contention in any

proceeding before any Court/authority inconsistent with what is stated herein above they can not only be prosecuted for trespass but tried for the offence of perjury and contempt.

(f) **Petitioners acting on the statutory policy of the State and believing the words of Government and BBMP have surrendered valuable lands and thereby altered their position to their disadvantage and to the great benefit of BBMP. Thus, there is a fool-proof case for the invocation of doctrine of *estoppel* as enacted in Section 115 of the Indian Evidence Act, 1872. There is a State policy namely, the Government Notification dated 18.01.2005 promulgated under Section 14B of 1961 Act. Added, the government vide letter dated12.12.2011 specifically assured about the TDR facility on the land being surrendered. It is pursuant to this the BBMP got these lands from the petitioner without paying any compensation or consideration. Years have lapsed since these lands have been surrendered. Thus a classic case is made out by the petitioners for invoking *promissoryestoppel* as well.** There is a choate cause of action for the grant of relief. The Apex Court in *MOTILAL PADAMPAT SAGAR MILLS vs. UTTAR PRADESH*, AIR 1979 SC 621 expounding on the doctrine of promissory estoppel observed:

> *"The doctrine called 'promissory estoppel', 'equitable estoppel', 'quasi estoppel', and 'new estoppel' is a principle evolved by equity to avoid injustice where a promise is made by a person knowing that it would be acted on and it is person to whom it is made and in fact it is so acted on and it is inequitable to allow the party making the promise to go back upon it. … The basis of the doctrine is the inter position of equity, which has always true to its form stepped into mitigate the rigours of strict law…"*

(g) In relation to Bhopal Gas Tragedy, there was a case in a District Court in New York i.e., Un *IN RE: UNION CARBIDE CORPORATION GAS LEAK DISATER AT BHOPAL, INDIA IN DECEMBER 1984*. The MNC was seeking adjudication of the claims only in American Court alleging that Indian legal system is inadequate. A great jurist of yester decades Mr. N.A. Palkhivala in his personal Affidavit dated 18.12.1985 filed in the

said court extolled the efficacy & greatness of Indian Judiciary, *interalia* by referring to MOTILAL PADAMPAT *supra*. A part of what he said is worth reproducing:

> *"In Motilal Padampat Sagar Mills v. Uttar Pradesh (AIR 1979 SC 621) the Supreme Court took the doctrine of Promissory estoppel (which estops the government from pleading executive necessity and going back on its earlier promise) an important step further, and held that it was not merely available as a defence but could supply a cause of action for institution of legal proceedings."*
>
> *"I have seen the Memoranda and Affidavits filed in opposition to Union Carbide's Motion regarding Forum Non Conveniens. In those papers its has been stated that the Indian legal system is "deficient: and "inadequate". I am constrained tosay that it is gratuitous denigration to call the Indian system deficient or inadequate."*
>
> *"The Indian judiciary is wholly competent to deal with any dispute in any field of law, in the 35 years of the history of our Republic, ably dealt with far more complex issues than those arising from the gas plant disaster at Bhopal."*

(See:'Mass Disasters and Multinational Liability: The Bhopal Case' by Upendra Baxi and Thomas Paul, Indian Law Institute, pages 223-225)

That being the position, petitioners are more than justified in seeking redressal of their grievance in constitutional jurisdiction by placing reliance on this decision.

(h) **The contention of BBMP that the lands being no longer required, it would reconvey the same to the owners thereof, is thoroughly unjustified and unconscionable. As already mentioned above, petitioners gave up their lands years ago and free of cost, of course, the TDR being the assured recompense. They did it, not for getting the lands back that too at this length of time. No law nor any ruling is brought to the notice of this court which supports such astand of BBMP. It was open to the BBMP to stipulate a condition of reconveyance in the Relinquishment Deed itself, specifying the**

circumstances on which it could have structured defense of the kind. Such a condition conspicuously being absent in the deeds, this contention has to fail. The action of BBMP falls short of constitutional morality. This statutory authority which answers the definition of State under Article 12 of the Constitution cannot be permitted to resile from the its promise of issuing TDR Certificates more particularly in the teath of amended law.The Karnataka Town and Country Planning (Amendment) Act, 2021 which came into force pendente lite (w.e.f. 05.07.2021) also supports the case of petitioners.Sub–section 4A of the Amendment Act introduces a proviso to sub–section 10 of Section 14B of the principal Act, which reads as under:

> *"(4A) after sub-section (10), the following proviso shall be inserted, namely:-*
>
> ***"Provided that, in cases where land has been procured and possession has been taken by the Public Authority five years or more prior to the date of commencement of the Karnataka Town and Country Planning(Amendment) Act, 2021 for the purpose specified above but no Development Right Certificate has been issued till the commencement of the said amendment Act, in such procurement process land owners shall be eligible for benefit of Development Rights as per the said amendment Act."***

(i) Learned Panel Counsel for the answering Respondent lastly contended that the prayer of petitioners is only for the consideration of their representations at the hands of BBMP and therefore, no direction can be issued for the grant of TDR certificates. This argument is attractive, at the first blush. However, a deeper examination robs off all its attraction. **As already mentioned above, the letter of Government granting permission to the BBMP for taking the lands in question was issued in 2011. Acting on assurance, petitioners surrendered their lands years ago. The BBMP has been holding on these properties since then. A specific stand is unjustifiably taken by the BBMP in their pleadings & submissions that no TDR Certificates can be granted.** Added the prayer for a direction for the consideration

ofrepresentations is made only as an alternative to the principal prayer. Therefore justice will not be meted out by the issuance of only a direction to consider the representations when stand of BBMP is already known. *'Justice should not only be done, but seen to have been done'* said Lord Hewart in *REX vs. SUSSEX JUSTICES*, 1924 1 KB 256. It is pertinent to recall the following wise words of JUSTICE OLIVER WENDELL HOLMES in *DAVIS vs. MILLS*, 194 U.S. 451, 457 (1904):

> *"Constitutions are intended to preserve practical and substantial rights, not to maintain theories"."*

(Emphasis supplied)

13. The learned counsel for respondents 2 and 3 has failed to answer a question of the Court as to what action has been taken against the Commissioner, Additional Commissioner or the Officers who processed the file for the purpose of relinquishment deeds. Placing an Executive Engineer under suspension and not doing anything after suspension also speaks volumes of eye-wash action taken by the BBMP. The BBMP was if at all correct in contending that relinquishment deeds have been fraudulently executed, the Government ought to have taken action against the Commissioner at the relevant point in time, when Additional Commissioner and all other officers were involved. When nothing is done, a humble citizen is put to jeopardy of these acts. For all the aforesaid reasons

and also in view of the observations made in the judgment of the co-ordinate bench of this Court as quoted *supra*, the petitioners are entitled to the relief sought for.

14. For the aforesaid reasons, the following: -

O R D E R

(i) Writ Petition is ***allowed.***

(ii) *Mandamus issues* to the respondents to issue TDR/DRC in favour of the petitioners in respect of their land acquired pursuant to the notification dated 06-01-2012 and relinquishment deeds dated 03-04-2012 within a period of three months from the date receipt of a copy of this order.

Consequently, I.A.No.1 of 2025 also stands disposed.

Sd/-
(M.NAGAPRASANNA)
JUDGE

Bkp
CT:BR