

(2013) 06 KAR CK 0002

In the Karnataka High Court

Case No : Writ Petition No. 8612 of 2013 (GM-KSSIDC)

M/s. Sri Manjunatha Engineering Works

APPELLANT

Vs

Karnataka State Small Industries Development Corporation
Ltd. and Assistant General Manager

RESPONDENT

Date of Decision : 26-06-2013

Acts Referred:

Citation : (2013) 06 KAR CK 0002

Hon'ble Judges : Mohan M. Shantanagoudar, J

Bench : Single Bench

Advocate : Siddarth B. Muchandi, for the Appellant; Manjula Tejaswi, for R1, for the Respondent

Final Decision : Dismissed

Judgement

Mohan M. Shantanagoudar, J.—The petitioner was allotted industrial shed No. C-36 situated at Industrial estate, Hoskote on rental basis initially for a period of one year as per Annexure-B dated 23.1.2004. Certain terms and conditions were attached to such allotment letter. The plinth area of "C" type shed was 167.45 sq.mts. However, the total area of the site over which the shed is situated measures 399 sq.mts. The lease was continued from time to time. Ultimately, Government seems to have changed its policy to certain extent for transferring the industrial sheds from rental basis to hire purchase scheme on lease-cum-sale basis. Subsequently, by order Annexure-L dated 16.1.2013, the petitioners prayer for allotment of shed C-36 on hire purchase scheme was considered and granted. The order Annexure-L dated 16.1.2013 reveals that the aforementioned shed is transferred from rental scheme to hire purchase scheme in favour of the petitioner on lease-cum-sale basis for manufacture of fitting & general engineering works. Price of the shed is fixed at Rs. 35,46,100/-. The petitioner is aggrieved by fixation of the price of the shed at Rs. 35,46,100/-.

Learned counsel for the petitioner argues that another allottee of "C" type shed i.e., shed bearing No. C-17 situated in industrial area, Hoskote was directed to

pay the price of the shed at Rs. 16,18,100/- as per Annexure-Q dated 28.8.2012; since the shed as well as site allotted to the petitioner as well as third party are having similar measurements, it is not open for the respondents to charge more for the petitioner.

Writ petition is opposed by learned counsel for the respondents by filing statement of objections.

2. The land rate fixed for the year 2012-2013 and 2013-2014 by the respondent corporation are found at Annexure-K dated 10.12.2012 for Hoskote industrial estate. As per Annexure-A, the land rate is fixed at Rs. 7,100/- per sq.mt. Though the said order was passed on 10.12.2012, the same was given retrospective effect from 1.10.2012. Thus, it is clear that the rates prescribed under order Annexure-K dated 10.12.2012 was operative w.e.f. 1.10.2012 itself.

The contention of the petitioner that the application of the petitioner for allotment of industrial shed on lease-cum-sale basis was pending consideration even prior to 1.10.2012 and therefore, the old rates which existed prior to 1.10.2012 need to be applied to the petitioner's case, will not be accepted. It is no doubt true that the petitioner has made application for allotment of site on lease-cum-sale basis prior to 1.12.12, but the allotment was made only on 1.10.2012 and not earlier thereto. The delay has occurred due to the fault on the petitioner himself. The petitioner was due certain rents to the respondent corporation. As aforementioned, the shed was allotted in favour of the petitioner initially on 23.1.2004 under rental scheme on monthly rent of Rs. 1,842.00 per month. However, the petitioner was irregular in payment of rents. In that context, several notices dated 19.7.2006, 01.1.2008, 10.12.2009, 9.2.2011 and 24.12.2012 were issued to the petitioner. In spite of the same, the petitioner did not pay rents regularly. Only after the petitioner deposited the entire arrears of rents, the application filed by the petitioner was considered for allotment of shed on lease-cum-sale basis. Ultimately, the order came to be passed on 16.01.2013 as is clear from the order of allotment Annexure-L and the approval of managing director was granted insofar as petitioner's case is concerned on 1.10.2012. Thus the rates as existed on the date of allotment i.e., the rates as on 1.10.2012 are applicable to the petitioner's case. After taking into consideration the land rates fixed for the year 2012-2013 as per Annexure-K at Rs. 7,100/- per sq.mt., the petitioner is directed to pay the price of the shed at Rs. 35,46,100/-. Therefore, the price fixed by the respondent corporation is just and proper.

Contention of the petitioner that another allottee of similar "C" type shed having the same measurement is directed to pay shed price at Rs. 16,80,100/- and therefore, the same price needs to be paid by the petitioner also, cannot be accepted. Another allottee was allotted site on lease-cum-sale basis on 28.4.2012 i.e., much prior to coming into force of the new schedule of rates.

In view of the above, respondent Corporation is justified in fixing the price as per the schedule at Annexure-K. Hence, no interference is called for. Petition fails and

the same stands dismissed.