

KARNATAKA LOKAYUKTA, BENGALURU

No.LOK/BCD-412/2008/ARE-2

M.S. Building,
Dr. Ambedkar Veedhi,
Bengaluru, dated 11.01.2022.

**REPORT UNDER SECTION 7(2-A) R/W SEC.12(1) AND 12(3) OF
KARNATAKA LOKAYUKTA ACT, 1984**

Sub: Proceedings against Officers of B.B.M.P and
other public servants.

1. This matter arises out of the reference made by the Government of Karnataka by means of its Order in No. ನಅಇ 261 ಎಂಎನ್‌ಜಿ 2006 dated 28.10.2008 made under Section 7(2-A) of Karnataka Lokayukta Act for investigating certain issues relating to construction of houses for economically weaker section at Ejipura, Koramangala, Bangalore. It is useful to extract the relevant portion of the Government Order which reads as hereunder:-

- i) ಕೋರಮಂಗಲದ ಈಜಿಪುರದಲ್ಲಿನ ಕೆಲವು ವಸತಿ ಗೃಹಗಳು ಅಕಾಲಿಕವಾಗಿ ಕುಸಿದ ಪರಿಣಾಮ, ಜನರ ಪ್ರಾಣಹಾನಿಯಾಗಿರುತ್ತದೆ. ಮೆ: ಟಾರ್‌ಸ್ಪೀಲ್ ಸಂಸ್ಥೆಯವರ ಶಿಫಾರಸ್ಸಿನಂತೆ, ಈ ವಸತಿ ಗೃಹಗಳನ್ನು ಕೆಡವಿ ಹಾಕಲು ಮತ್ತು ಸದರಿ ವಸತಿ ಗೃಹಗಳನ್ನು ಖಾಸಗೀ - ಸಾರ್ವಜನಿಕ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ಪುನರ್ ನಿರ್ಮಿಸಲು ಬಿ.ಎಂ.ಪಿ/ಬಿ.ಬಿ.ಎಂ.ಪಿ ತೀರ್ಮಾನಿಸಿರುತ್ತದೆ. ಇಂತಹ ಕೆಳಮಟ್ಟದ ವಸತಿ ಗೃಹಗಳನ್ನು ನಿರ್ಮಿಸಲು ಕಾರಣರಾದ ಸರ್ಕಾರಿ ನೌಕರರ ವಿರುದ್ಧ ದಂಡನೆ ಕ್ರಮವನ್ನು ತೆಗೆದುಕೊಳ್ಳುವ ಬಗ್ಗೆ ಮಾನ್ಯ ಲೋಕಾಯುಕ್ತರು ಗಮನಿಸುವುದು. ಈಗಾಗಲೇ ಈ ಬಗ್ಗೆ ವಿಚಾರಣೆಗಳಾಗಿದ್ದಲ್ಲಿ, ಆ ವರದಿಗಳ ಮೇಲೆ ತೆಗೆದುಕೊಂಡ ಕ್ರಮವನ್ನು ಪರಿಶೀಲಿಸುವುದು.

- ii) ನಿರ್ಮಿಸಲ್ಪಟ್ಟ ಗೃಹಗಳನ್ನು ನಿಯಮಗಳ ಪ್ರಕಾರ ಅರ್ಹ ಫಲಾನುಭವಿಗಳಿಗೆ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆಯೇ?
- iii) ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲವರ್ಗದವರಿಗಾಗಿ ರೂಪಿಸಲಾದ ಈ ಯೋಜನೆ ಇಷ್ಟು ವಿಳಂಬವಾಗಲು ಕಾರಣಗಳೇನು? ಇದಕ್ಕೆ ಯಾರನ್ನಾದರೂ ಹೊಣೆ ಮಾಡಬಹುದೇ?
- iv) ಬಿ.ಎಂ.ಪಿ/ಬಿ.ಬಿ.ಎಂ.ಪಿ ಯು ಕೆ.ಟಿ.ಪಿ.ಪಿ ಕಾಯ್ದೆಯಡಿ ಕಾರ್ಯತತ್ಪರತೆಯಿಂದ ಖಾಸಗೀ - ಸಾರ್ವಜನಿಕ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದ ಯೋಜನೆಗೆ ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯನ್ನು ಕಟ್ಟುನಿಟ್ಟಾಗಿ ಪಾಲಿಸಿದೆಯೇ?
- v) ಬಿ.ಎಂ.ಪಿ/ಬಿ.ಬಿ.ಎಂ.ಪಿಯು ಖಾಸಗೀ - ಸಾರ್ವಜನಿಕ ಜಂಟಿ ಸಹಭಾಗಿತ್ವ ಯೋಜನೆಯಲ್ಲಿ ಪ್ರಾಶಸ್ತ್ಯದ ಬಿಡ್ಡರನ್ನು ನಿರ್ಣಯಿಸುವಾಗ ಏನಾದರೂ ಅವ್ಯವಹಾರಗಳು ಅಥವಾ ದುರುದ್ದೇಶವನ್ನು ಅಧ್ಯಾರೂಪಿಸಬಹುದೇ?
- vi) ಈ ಯೋಜನೆ ಬೇಗ ಪೂರ್ಣಗೊಂಡು, ದುರ್ಬಲವರ್ಗದವರಿಗೆ ತೀವ್ರವಾಗಿ ವಸತಿ ಸೌಕರ್ಯ ಸಿಗುವಂತಾಗಲು ಇನ್ನೇನಾದರೂ ಕ್ರಮಗಳನ್ನು ತೆಗೆದುಕೊಳ್ಳಬಹುದೇ ಎಂಬ ಬಗ್ಗೆ ಸಹ ಲೋಕಾಯುಕ್ತರು ತಿಳಾರಸ್ಸು/ಸಲಹೆ ಮಾಡಬಹುದಾಗಿದೆ.

2. After receipt of the Government Order, the records were secured from the Commissioner, B.B.M.P., and the Principal Secretary to the Government, Urban Development Department, Bengaluru.

3. Public notice in three daily leading news papers (Indian Express, Deccan Herald, and Samyuktha Karnataka) was also issued inviting the statements from the general public relating to the issues referred for investigation.



4. Subsequently, the then Hon'ble Lokayukta by means of his order dated 13.05.2009, referred the matter to the Chief Engineer, Technical Audit Cell, Karnataka Lokayukta, Bengaluru for investigation and report. In the meanwhile pursuant to the tender called for one M/s Akruti Nirman Private Limited who was unsuccessful bidder filed Writ Petition No.13918/2008 before Hon'ble High Court of Karnataka challenging the acceptance of tender of M/s Maveric Holdings and Investments Private Limited (hereinafter referred to as **'MHIPL - Contractor'** for short). In the said Writ Petition, records were called by the Hon'ble High Court of Karnataka. The Hon'ble High Court of Karnataka dismissed the said Writ Petition by means of its Order dated 21.09.2010 by imposing cost of Rs.50,000/-(Rupees fifty thousand only) on M/s Akruti City Limited. Being aggrieved by the said order, M/s. Akruti Nirman Private Limited filed Writ Appeal No.3793/2010 before the Division Bench of Hon'ble High Court of Karnataka, which came to be disposed of by means of its order dated 21.10.2011 in the light of the joint memo filed by M/s. Akruti City Limited and MHIPL-

Contractor seeking permission to withdraw the Writ Petition No.13918/2008 filed by M/s. Akruiti City Limited. The records were received from the Hon'ble High Court of Karnataka on 09.12.2010.

5. The Chief Engineer, Technical Audit Cell, Karnataka Lokayukta, Bengaluru submitted the investigation report dated 20.06.2011.

6. Subsequently, the reports along with documents were secured from the B.B.M.P., and also from M/s. Maverick Holdings and Investments Private Limited (hereinafter referred to as 'MHIPL – Contractor' for short) with regard to the terms of reference made in the Government Order dated 28.10.2008.

7. After I took over as Lokayukta issued notices to the BBMP and others and conducted the spot inspection on 17.04.2017 and also heard the officers of B.B.M.P., as well as the Managing Director, MHIPL – Contractor from time to time and gave several directions with an object of ensuring completion of the project within the time stipulated in the



Concession Agreement dated 02.01.2012 entered into between B.B.M.P., and MHIPL – Contractor.

8. On the basis of the material available on record including the report of Technical Audit Cell, Karnataka Lokayukta, Bengaluru and the report submitted by the BBMP, BDA, Deputy Commissioner, Bengaluru Urban District and MHIPL – Contractor, the Scrutiny Officer/ARE-2 (in-charge) has submitted a Final Scrutiny Note dated 16.10.2021. In the said Scrutiny Note, he has recommended as follows;

1) The Government to initiate disciplinary action against i). P.V.Nayak, Superintending Engineer Retd, ii). Sri. A.T.Patil, Superintending Engineer, iii). Sri.A.K.Gopala Swamy, AEE, BBMP, iv). Sri.Puttamalagaiah, AEE, BBMP, v). Sri D.K. Nazurulla Sheriff, Assistant Executive Engineer, vi). Sri. K. Kabbalaiah, Asst. Engineer, vii). Sri. H.G.Prasad, Asst. Engineer, viii). Sri. Ramalingappa, Asst. Engineer, ix). Sri. H.L.Narasimha Prasad, Asst. Engineer, x). Sri. H.S.Krishnamurthy, Asst. Engineer who were in charge of project during the years 1985 to 1995.

2) The Government to take steps for initiation of prosecution against the engineers referred in recommendation 'A' who were in charge of executing the

project during the years 1985 – 1995 for causing death injuries to the residents on account of ultimate collapse of the building for the offences punishable under sections 304-A, 338 and 337 of Indian Penal Code.

3) The Government to take action against the contractors mentioned in paragraph 7 (b) (ii) of this scrutiny note for recovery of Rs.372.38 lakhs with damages.

4) The Government to take steps for initiation of Criminal Prosecution against the contractors referred to in paragraph No.7 (b) (ii) of this scrutiny note for having executed the work in poor quality and also for having used poor quality building materials.

5) The Government to initiate disciplinary action against the officer who was in charge of tender process in BMP/BBMP during the year 1985 – 1986 for violation of tender process for the construction of EWS residential houses in Ejipura, Koramangala, Bengaluru.

6) The Government to cancel the contract entered with M/s Maverick Holdings and Investments Private Limited nullifying the concession agreement dated; 02.01.2012 forthwith and to take immediate steps to call fresh tender by following procedure in order to complete the remaining construction work of EWS 1512 houses and put the allottees in possession of the same.



7) *Though M/s Maverick Holdings & Investments Private Limited has obtained finance of Rs.210.00 crores from India Bulls Housing finance Limited, it has utilized only a sum of Rs.24.73 crores for constructing 114 units with basement work and it has been withholding the remaining amount without being utilized for construction which amounts to criminal breach of trust, cheating and misappropriation. Therefore, the Government to take steps for initiation of criminal prosecution against the Managing Director, M/s Maverick Holdings & Investments Private Limited for the offences punishable under sections 418, 406 and 409 of Indian Penal Code.*

8) *The Government to take steps to include M/s Maverick Holdings & Investments Private Limited in the black list.*

9. I have gone through the materials collected during the course of investigation, various reports submitted by the officers of B.B.M.P., and also the statements submitted by MHIPL - Contractor and independently examined the matter on the basis of the material available on record.

10. Now let me consider/examine the material available on record with reference to the issues referred to for



investigation under the Government order dated 28.10.2008.

Reg: Issue No.I

11. The substance of the issue no.I referred by the Government extracted above relates to untimely collapse of the housing complex constructed for economically weaker section at Ejipura and consequent death of certain residents that had taken place and a report regarding the public servants who were responsible for such collapse of the building and action to be taken against such public servants. The reference also indicates that on the basis of the report given by M/s Tar Steel Company, a decision had been taken to demolish the entire building and put up a new construction by way of Public Private Partnership. In the light of the issue no. I referred to by the Government, it is necessary to find out as to the officers/officials responsible for the poor quality construction of housing complex; and if enquires were held on that regard by the BMP/BBMP and the action taken on the basis of the reports of such enquiries.



12. The material collected during the course of investigation indicates that the then Banagalore Mahanagara Palike (BMP) had decided to construct 1512 houses for economically weaker sections of the society at Ejipura, Koramangala, Bengaluru in an extent of 15.64 Acres which belongs to B.M.P. by raising loan of Rs.223.06 lakhs (Rupees Two Hundred and Twenty Three and zero six lakhs only) from HUDCO. In that regard, a resolution was passed in BMP/BBMP Council on 07.11.1985 and 10.12.1985. Thereafter, the Government of Karnataka accorded administrative approval for the construction of multi-storied building in stages 1 & 2 for Economically Weaker Section of the society at Ejipura, Koramangala by means of its order No. HUD/107/MNY/86/dated 30.09.1986. The estimated cost of the project was Rs.243 lakhs (Rupees Two hundred and forty three lakhs only). The actual amount spent by the BMP/BBMP for the construction of 1512 EWS houses was Rs.475 lakhs (Rupees Four hundred and seventy five lakhs only). Out of which 20% of amount had been collected by the BMP/BBMP from the allottees in advance. The Government

furnished Guarantee on behalf of BMP/BBMP for the loan of Rs.223.06 lakhs (Rupees Two hundred and twenty three and zero six lakhs only) sanctioned by HUDCO. In this regard, a loan agreement was executed on 25.05.1987 between BMP and HUDCO. The loan amount carried interest at the rate of 11.50% Per Annum.

13. Subsequently, the standing Committee of BMP/BBMP had approved the tenders as per its resolution No. 753 dated 24.02.1987. Accordingly, the work orders were issued during April-May 1987. The duration of the project was 1½ years (one and half years) i.e., from 01.01.1986 to 30.06.1987. The Buildings was constructed consisting of 42 Blocks and the each Block contained 36 tenements. The total number of tenements constructed was 1512.

14. Further, the materials collected during the course of investigation indicates that after completion of the construction, 600 houses covered under this project were allotted during the year 1993; and 897 houses were allotted in the year 1994. In all, 1497 houses were allotted during the year 1993 & 1994. The material on record



indicates that on 09.11.2003, the houses constructed in block No.13 had collapsed and as a result of it, the deaths of few occupants also had taken place, as it can be seen from the order of reference made by the Government.

15. So far as issue no.I is concerned, the Chief Engineer, Technical Audit Cell, Karnataka Lokayukta, Bengaluru has submitted a report dated 20.06.2011. It is useful to extract the relevant portion of the report which reads as hereunder;

Relating to investigating the issues, mentioned under Sl.No. (ಅ) of Para (1) under terms of reference, of the said Government Order, which pertains to “ಕೋರಮಂಗಲದ ಈಜಿಪುರದಲ್ಲಿನ ಕೆಲವು ವಸತಿ ಗೃಹಗಳು ಅಕಾಲಿಕವಾಗಿ ಕುಸಿದ ಪರಿಣಾಮ, ಜನರ ಪ್ರಾಣ ಹಾನಿಯಾಗಿರುತ್ತದೆ. ಮೆಟಾಲ್ ಸ್ಟೀಲ್ ಸಂಸ್ಥೆಯವರ ಶಿಫಾರಸ್ಸಿನಂತೆ, ಈ ವಸತಿ ಗೃಹಗಳನ್ನು ಕೆಡವಿ ಹಾಕಲು ಮತ್ತು ನದರಿ ವಸತಿ ಗೃಹಗಳನ್ನು ಖಾಸಗಿ-ಸಾರ್ವಜನಿಕ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ಪುನರ್ ನಿರ್ಮಿಸಲು ಬಿ.ಎಂ.ಪಿ/ಬಿ.ಬಿ.ಎಂ.ಪಿ., ತೀರ್ಮಾನಿಸಿರುತ್ತದೆ. ಇಂತಹ ಕೆಳಮಟ್ಟದ ವಸತಿ ಗೃಹಗಳನ್ನು ನಿರ್ಮಿಸಲು ಕಾರಣರಾದ ಸರ್ಕಾರಿ ನೌಕರರ ವಿರುದ್ಧ ದಂಡನೆ ಕ್ರಮವನ್ನು ತೆಗೆದುಕೊಳ್ಳುವ ಬಗ್ಗೆ ಮಾನ್ಯ ಲೋಕಾಯುಕ್ತರು ಗಮನಿಸುವುದು. ಈಗಾಗಲೇ ಈ ಬಗ್ಗೆ ವಿಚಾರಣೆಗಳಾಗಿದ್ದಲ್ಲಿ ಆ ವರದಿಗಳ ಮೇಲೆ ತೆಗೆದುಕೊಂಡ ಕ್ರಮವನ್ನು ಪರಿಶೀಲಿಸುವುದು”, it is to inform that:-

a) in the said Government reference, in the first Para under Preamble, it is reported that, based on the recommendations of M/s. Torsteel Research Foundation Institute:-

(i) The substandard EWS Quarters earlier constructed in the Ejipura by the BMP, which were unfit for dwelling have been

demolished. But, neither the Government nor the BBMP has furnished complete records in this regard to verify/know the causes for failure of these structures. (Based on the available records, furnished by the BBMP, a brie note on this issue, is placed in the file for perusal).

and

(ii) further, relating to the same issue, it is to inform here that, in order to facilitate construction of new EWS Houses at the same place (for which tenders have already been finalized by the BBMP) as the substandard structures, in question, have been raged to the ground & said structures does not exist on this day, investigations on the Technical issues/points cannot be made at this point of time.

b) However, as it is seen from the said Preamble of the Government Order that, the said substandard structures have been demolished, based on the recommendation of the reports obtained from M/s. Torsteel Research Foundation Institute, it is opined here that, as M/s. Torsteel Research Foundation Institute being one of the premier Technical Research & Fact Finding Institution of India (pertaining to civil works) & if the Government/BBMP has acted upon the recommendations of M/s. Torsteel Research Foundation Institute, the action taken by the BBMP may be accepted, because, as on this day, Technical Investigation Report cannot be prepared, as the said substandard structures have been demolished completely.

ಕೋರಮಂಗಲದ ವಾರ್ಡ್ ನಂ. 69ರಲ್ಲಿನ ಈಜಿಪರದಲ್ಲಿ ನಿರ್ಮಿಸಲಾದ ಇ.ಡಬ್ಲ್ಯೂ.ಎಸ್. ಬಹುಮಹಡಿ ಕಟ್ಟಡಗಳ ಕಾಮಗಾರಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಮಹಾನಗರ ಪಾಲಿಕೆಯು ಒದಗಿಸಿರುವ ಕಡತಗಳಲ್ಲಿ ಕಂಡು ಬಂದ ಅಂಶಗಳು:



ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಕೋರಮಂಗಲದಲ್ಲಿ ನಿರ್ಮಿಸಿರುವ 1,512 ವಸತಿ ಗೃಹಗಳ ಬಗ್ಗೆ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು (ಯೋಜನೆ) ಇವರು ನೀಡಿದ ವರದಿಯಲ್ಲಿ, ಈ ಕೆಳಕಂಡ ಅಂಶಗಳು ಕಂಡುಬರುತ್ತವೆ.

1) ಅಂದಾಜು ವೆಚ್ಚ (ಸಿವಿಲ್ ಕಾಮಗಾರಿಗಳಿಗೆ) ರೂ.292.00 ಲಕ್ಷ (ಹುಡ್ಕೋ ನೆರವು ರೂ.223.06 ಲಕ್ಷಗಳು ಹಾಗೂ ಒಟ್ಟು ವೆಚ್ಚ (ಇತರೆ ಎಲ್ಲ ಸೇವೆಗಳನ್ನು ಸೇರಿ ಕೊಂಡು) ರೂ.475.00 ಲಕ್ಷಗಳು)

- 2) ನಿರ್ಮಾಣದ ಕುರಿತು ಪ್ರಸ್ತಾಪಿಸಲಾದ ವರ್ಷ-1983-84.
- 3) ಕಟ್ಟಡ ನಿರ್ಮಾಣಕ್ಕೆ 14 ಅಲ್ಪಾವಧಿ ಟೆಂಡರ್ ಕರೆಯಲಾಗಿರುತ್ತದೆ.
- 4) ಏಪ್ರಿಲ್-ಮೇ 1987ರಲ್ಲಿ 14 ಜನ ಗುತ್ತಿಗೆದಾರರಿಗೆ ಟೆಂಡರ್ ವಹಿಸಲಾಗಿರುತ್ತದೆ.
- 5) 1990-91ರಲ್ಲಿ ವಸತಿಗೃಹಗಳ ನಿರ್ಮಾಣ ಮುಕ್ತಾಯವಾಗಿರುತ್ತದೆ.
- 6) 1991ರಲ್ಲಿ (ನವೆಂಬರ್) ಬಾರಿ ಮಳೆ ಬಿದ್ದ ಕಾರಣ, ಕಟ್ಟಡದಲ್ಲಿ ತೇವಾಂಶ ಕಂಡು ಬಂದಿದ್ದು, ಗೋಡೆಗಳು ಬಿರುಕು ಬಿಟ್ಟಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ದಿನಾಂಕ; 09.11.2003ರಲ್ಲಿ ಬ್ಲಾಕ್ 13ರಲ್ಲಿ ಮನೆಗಳು ಕುಸಿದಿರುತ್ತವೆ.
- 7) ಈ ಕುರಿತು ಮೆಟಾರ್ ಸ್ಟೀಲ್ ರಿಸರ್ಚ್ ಫೌಂಡೇಶನ್, ಬೆಂಗಳೂರು ಸಂಸ್ಥೆಯವರಿಂದ (ದಿನಾಂಕ; 15.11.2003 ರಂದು) ಪಡೆದ ವರದಿಯ ಮುಖ್ಯಾಂಶಗಳು, ಈ ಕೆಳಗಿನಂತಿವೆ:-

(1ಎ)	ತಳಪಾಯದ ಸೈಜು ಕಲ್ಲಿನ ಕಟ್ಟಡದಲ್ಲಿ ಕಟ್ಟಡಗಳ ತೂಕವನ್ನು ತೆಗೆದುಕೊಳ್ಳುವಲ್ಲಿ ಯಾವುದೇ ತರವಾದ ಹಾನಿಯಾಗಿರುವುದಿಲ್ಲ.		
(1ಬಿ)	ಮಧ್ಯಂತರ ಗೋಡೆಗಳನ್ನು ತಳಪಾಯವಿಲ್ಲದೆ ಸಾಧಾರಣ ಕಾಂಕ್ರೀಟ್ ಬೆಡ್ ಮೇಲೆ ನಿರ್ಮಿಸಿದ್ದು, ಮೇಲಿನ ಅಂತಸ್ತುಗಳಲ್ಲಿ ಮೇಲ್ಭಾಗವೇ ಮೇಲೆ, ಮುಖ್ಯ ಗೋಡೆಗಳಿಗೆ ಜಂಟಿಯಾಗುವಂತೆ ನಿರ್ಮಿಸಲಾಗಿದೆ.		
(2)	ನೆಲ ಅಂತಸ್ತಿನ ಎಲ್ಲಾ ಬ್ಲಾಕ್‌ಗಳಲ್ಲಿ ನೆಲಹಾಸು ಸೆಟ್ಲಿಂಗ್‌ಮೆಂಟ್ ಆಗಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ.		
(3)	ಗೋಡೆಗಳು:	(ಎ)	ಭಾರವನ್ನು ಹೊರುವ ಮುಖ್ಯ ಗೋಡೆಗಳಲ್ಲಿ ಯಾವುದೇ ಹಾನಿಯಾಗಿಲ್ಲ
		(ಬಿ)	ಪಾರ್ಟ್‌ವನ್ ಗೋಡೆಗಳಲ್ಲಿ ಅಡ್ಡಾದಿಡ್ಡಿಯಾಗಿ ಬಿರುಕುಗಳು ಕಂಡು ಬಂದಿದ್ದು, ಕೆಲವು ಕಡೆ ಗೋಡೆಗಳು ಬಿಟ್ಟುಕೊಂಡಿರುವುದು ಕಂಡು ಬಂದಿದೆ.
		(ಸಿ)	ಮೊದಲನೇ ಮತ್ತು ಎರಡನೇ ಮಹಡಿಗಳ ಹೊರ ಮತ್ತು ಒಳ ಗೋಡೆಗಳಲ್ಲಿ ತೇವಾಂಶ ಕಂಡು ಬಂದಿರುತ್ತದೆ.
(4)	ಚಾವಣಿ:	(ಎ)	ನೆಲ ಮತ್ತು ಮೊದಲನೇ ಮಹಡಿಗಳ ಮೇಲ್ಭಾಗಗಳಲ್ಲಿ ಯಾವುದೇ ಗುರುತರವಾದ ಹಾನಿ ಕಂಡು ಬಂದಿರುವುದಿಲ್ಲ.
		(ಬಿ)	ಎರಡನೇ ಮಹಡಿಯ ಮೇಲ್ಭಾಗದಲ್ಲಿ ತೇವಾಂಶ ಹಾಗೂ ಮಡ್ಡಿಯು ಬಿದ್ದು

		ಹೋಗಿರುವುದು ಸಾಮಾನ್ಯವಾಗಿದೆ ಹಾಗೂ ಚಾವಣಿಯ ಕಬ್ಬಿಣದ ಕಂಬಿಗಳು ಹೊರಕ್ಕೆ ಕಾಣುತ್ತದೆ.
(5)	ಸುರುಕಿಯು ಹಲವಾರು ಕಡೆ ಹಾನಿಯಾಗಿರುವುದು ಕಂಡು ಬಂದಿದೆ ಹಾಗೂ ಇಳಿಜಾರು ಏಕ ಪ್ರಕಾರವಾಗಿರುವುದಿಲ್ಲ.	
(6)	ಪ್ಯಾರಾಪೆಟ್ ಗೋಡೆಗಳಲ್ಲಿ ಕೆಲವು ಕಡೆ ಮಾತ್ರ ಇಟ್ಟಿಗೆ ಹೊರಕ್ಕೆ ಕಾಣುತ್ತಿರುವುದನ್ನು ಬಿಟ್ಟರೆ ಯಾವುದೇ ಗುರುತರವಾದ ಹಾನಿಯಾಗಿರುವುದು ಕಂಡು ಬಂದಿರುವುದಿಲ್ಲ.	
(7)	ಮೆಟ್ಟಿಲುಗಳು ಎಲ್ಲಾ ಬ್ಲಾಕುಗಳಲ್ಲಿ ಸರಿಯಾಗಿರುತ್ತದೆ, ಆದರೆ ಮಧ್ಯದಿಂದ ಲ್ಯಾಂಡಿಂಗ್ ಭಾಗಗಳಲ್ಲಿ ನೀರು ಹೊರಗೆ ಹೋಗಲು ವೈಷಮ್ಯಗಳನ್ನು ಅಳವಡಿಸಿರುವುದಿಲ್ಲ. ಈ ಮಧ್ಯಂತರ ಲ್ಯಾಂಡಿಂಗ್‌ಗಳಲ್ಲಿ ಪ್ಯಾರಾಪೆಟ್ ಹಾಗೂ ಮುಖ್ಯ ಗೋಡೆಗಳಲ್ಲಿ ಸಪರೇಷನ್ ಬಿರುಕುಗಳು ಕಂಡು ಬಂದಿರುತ್ತವೆ.	
(8)	ಕಟ್ಟಡಗಳಲ್ಲಿ ತೇವಾಂಶ ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಮೇಲ್ಭಾಗವು ಪೂರ್ಣವಾಗಿ ಹಾಳಾಗಿರುತ್ತದೆ.	
(9)	ಮೆ: ಟಾರ್ ಸ್ಟೀಲ್ ರೀಸರ್ಚ್ ಫೌಂಡೇಶನ್‌ರವರ ದಿನಾಂಕ; 17.11.2003ರ ಪರಿಷ್ಕೃತ ಮೌಲ್ಯಮಾಪನ ವರದಿಯ ನಾರಾಂಶ:	
	ಗ್ರೂಪ್-1	ಬ್ಲಾಕ್-13, 14, 15, 16, 32 ಮತ್ತು 33ನ್ನು 2003ರ ನವೆಂಬರ್ 10ರಂದು ನೆಲಸಮಗೊಳಿಸಲು ಗುರುತಿಸಲಾಗಿರುತ್ತದೆ.
	ಗ್ರೂಪ್-2(ಎ)	ಬ್ಲಾಕ್ - 2, 5, 6, 8, 17, 18, 19 ಮತ್ತು 31
	ಗ್ರೂಪ್-2(ಬಿ)	ಬ್ಲಾಕ್ - 1, 3, 4, 11, 12, 34 ಮತ್ತು 42
	ಗ್ರೂಪ್-3	ಬ್ಲಾಕ್ - 7, 9, 10, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, 36, 37, 38, 39, 40 ಮತ್ತು 41
		ಒಟ್ಟು 21 ಬ್ಲಾಕ್‌ಗಳನ್ನು ಖಾಲಿ ಮಾಡಿಸಿ ನೆಲಸಮಗೊಳಿಸಲು ಅಭಿಪ್ರಾಯ ನೀಡಲಾಗಿರುತ್ತದೆ.

8) ಗುತ್ತಿಗೆದಾರರಿಗೆ ಕಾರಣ ಕೇಳಿ ನೋಟೀಸ್ ನೀಡಲಾಗಿದೆ:

ಮೆ: ಶ್ರೀ. ಕನ್ಸ್ಟ್ರಕ್ಷನ್, 29/8, 38ನೇ ಅಡ್ಡ ರಸ್ತೆ, 8ನೇ ಬ್ಲಾಕ್, ಜಯನಗರ, ಬೆಂಗಳೂರು, ಇವರಿಗೆ ದಿನಾಂಕ; 09.02.2004ರಲ್ಲಿ ಕಾರಣ ಕೇಳಿ ಪತ್ರ ನೀಡಲಾಗಿದೆ.

9) ಈ ಕೆಳಗೆ ಹೇಳಲಾದ 10 ಜನ ಇಂಜಿನಿಯರ್‌ಗಳಿಗೆ 1957ರ ಕರ್ನಾಟಕ ಸರ್ಕಾರಿ ಸೇವಾ (ವರ್ಗೀಕರಣ, ನಿಯಂತ್ರಣ ಮತ್ತು ಮೇಲ್ಮನವಿ) ನಿಯಮ 11ರ ಮೇರೆಗೆ ತಿಳುವಳಿಕೆ ಪತ್ರ ನೀಡಲಾಗಿರುವುದು ಮಾತ್ರ (ಕಡತ 5(ಬಿ), ಪುಟ 112 ರಿಂದ 140) ಕಂಡು ಬಂದಿದ್ದು, ಆದರೆ, ಈ ಕುರಿತು ವಿಸ್ತೃತ ವರದಿಗಳಾಗಲೀ ತದನಂತರ, ಈ ಮುಂದಿನ ಪುಟದಲ್ಲಿ ಹೆಸರಿಸಲಾದ ಅಧಿಕಾರಿಗಳ ವಿರುದ್ಧ ಕ್ರಮಗಳಾಗಲಿ ಎಲ್ಲೂ ಕಂಡು ಬರುವುದಿಲ್ಲ:-



- (1) ಶ್ರೀ. ಪಿ.ವಿ. ನಾಯಕ್ - ಅಧೀಕ್ಷಕ ಅಭಿಯಂತರರು
- (2) ಶ್ರೀ. ಎ.ಟಿ. ಪಾಟೀಲ್ - ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
- (3) ಶ್ರೀ. ಡಿ.ಕೆ. ನೂರುಲ್ಲಾ ಷರೀಫ್ - ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
- (4) ಶ್ರೀ. ಪುಟ್ಟ ಮಾಳಿಗಯ್ಯ - ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
- (5) ಶ್ರೀ. ವಿ.ಕೆ. ಗೋಪಾಲಸ್ವಾಮಿ - ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
- (6) ಶ್ರೀ. ಕಬ್ಬಾಳಯ್ಯ - ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು
- (7) ಶ್ರೀ. ಹೆಚ್.ಎಲ್. ನರಸಿಂಹ ಪ್ರಸಾದ್ - ಸಹಾಯಕ ಅಭಿಯಂತರರು
- (8) ಶ್ರೀ. ಹೆಚ್.ಎಂ. ಕೃಷ್ಣಮೂರ್ತಿ - ಸಹಾಯಕ ಅಭಿಯಂತರರು
- (9) ಶ್ರೀ. ರಾಮಲಿಂಗಪ್ಪ - ಸಹಾಯಕ ಅಭಿಯಂತರರು
- (10) ಶ್ರೀ. ಹೆಚ್.ಜಿ. ಪ್ರಸಾದ್ - ಸಹಾಯಕ ಅಭಿಯಂತರರು

16. The report extracted above indicates that 14 short term tenders were invited for construction of EWS houses at Ejipura, Koramangala and during April-May-1987; tenders were awarded in favour of 13 contractors and the construction was completed in the year 1991. Further, the report extracted above indicates that on account of heavy rain during the month of Nov-1991, cracks were developed in the walls of the building and on 09.11.2003, 13 houses in block no.13 had collapsed. Subsequently, BMP/BBMP had secured a report dated 03.11.2003 with regard to the evaluation of structural soundness of EWS quarters in distress at Ejipura, from M/s Tar Steel Research Foundation Institute. It is useful to extract the relevant portion of the said report which reads as hereunder;

Report

"Introduction

In response to reference by the Commissioner, Bangalore Mahanagara Palike, Bangalore, a detailed investigation of EWS quarters in distress at Ejipura was taken up by Torsteel Research Foundation in India, Bangalore. This is a sequel to the collapse of one of the blocks on 9th November 2003.

The Ejipura complex of BWS quarters comprises of 42 blocks with 36 tenements each. They are essentially tree stored load bearing brick masonry wall systems with reinforced concrete floor and roof slabs. The investigation concentrated on the safety aspects of these blocks, with specific focus on:

- a. Soundness of existing load bearing brick masonry wall system,
- b. Soundness of existing r.c. floor and roof slabs; and
- c. Soundness of the existing bathroom /toilet regions.

Comprehensive physical observations of each and every tenement, strength tests on randomly selected brick samples from various blocks, analysis of randomly selected cement mortar samples from various blocks and Rebound Hammer tests on randomly selected r.c. members, have been the basis of evaluation of structural soundness of the blocks

A detailed report comprising of the above information will be submitted shortly. The inference drawn from the above investigation are summarized herein.

Inferences

A total of 21 (Twenty one) blocks out of 42 (Forty two) blocks are considered unfit for

occupation in view of the extensive deterioration of load bearing masonry wall systems and r.c. floor/roof slabs. These 21 (Twenty one) blocks are summarized in the appended Table-1. It is recommended that these blocks shall be evacuated and demolished as suggested in Table-1.

The remaining 21 (Twenty one) blocks may be retained, provided major restoration measures recommended in our report (which will be submitted shortly) are undertaken. However, the major restoration measures recommended will involve, on an average, an investment of about 2/3 the present day cost of new construction of such blocks.

The present distressing situation has arisen on account of:-

- a. Improper planning of blocks,
- b. Improper structural design of the blocks,
- c. Poor quality of original construction,
- d. Utilization of poor quality construction materials,
- e. Total lack of maintenance of the blocks,
- f. Inadequate drainage system in the complex; and
- g. Overuse and abuse of the blocks by the occupants

Summary

Table 1 (appended) summarises the details and recommendations.

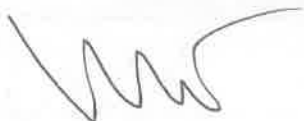
TABLE-1 **SUMMARY OF EVALUATION OF STRUCTURAL SOUNDNESS OF EWS QUARTERS IN DISTRESS AT EJIPURA, BANGALORE**

Group 1	Blocks that were indentified for evacuation and demolition on 10 the November 2003
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	13 (Thirteen)- Partially collapsed 14 (Fourteen), 15 (Fifteen), 16 (Sixteen), 32 (Thirty Two) and 33 (Thirty Three) (Six Nos.)
Group 2(a)	Additional blocks identified now for evacuation and demolition at the earliest 2 (Two), 5 (Five), 6 (Six), 8(Eight), 17 (Seventeen), 18 (Eighteen), 19 (Nineteen), 31 (Thirty One). (Eight Nos.)
Group 2(b)	Additional blocks identified now for evacuation and demolition well before next rainy season 1 (One), 3 (Three), 4 (Four), 11 (Eleven), 12 (Twelve), 34 (Thirty Four) and 42 (Forty Two) (Seven Nos.)
Group 3	Blocks that can be retained with major restoration measures 7 (Seven), 9 (Nine), 10 (Ten), 20 (Twenty), 21 (Twenty One), 22 (Twenty Two), 23 (Twenty Three), 24 (Twenty Four), 25 (Twenty Five), 26 (Twenty Six), 27 (Twenty Seven), 28 (Twenty Eight), 29 (Twenty Nine), 30 (Thirty), 35 (Thirty Five), 36 (Thirty Six), 37 (Thirty Seven), 38 (Thirty Eight), 39 (Thirty Nine), 40 (Forty) and 41 (Forty one) (Twenty one Nos.)

It is recommended that the 21 (Twenty one) blocks identified in Group 1, 2(a) and 2(b) shall be totally evacuated and demolished as suggested above”.

17. The report extracted above indicates that M/s Tar Steel Research Foundation Institute had recommended for



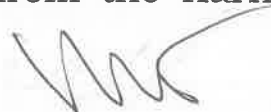
demolition of 21 blocks in view of the distressing situation that had arisen on account of improper planning of blocks, improper structural design of blocks, poor quality of original construction, utilization of poor quality construction materials; total lack of maintenance of blocks; inadequate drainage system in the complex and over use and abuse of the blocks by the occupants.

18. According to the report of the Chief Engineer, TAC, Karnataka Lokayukta, Bengaluru, the following engineers were responsible for construction of the substandard quality of building.

- 1) Sri. P.V.Nayak, Supdt. Engineer
- 2) Sri. A.T.Patil, Supdt. Engineer
- 3) Sri. A.K.Gopal Swamy, A.E.E
- 4) Sri. Puttamaligaiah, A.E.E
- 5) Sri. D.K.Nazurulla Sharif, A.E.E
- 6) Sri. Kabbalaiah, A.E
- 7) Sri. H.G.Prasad, A.E
- 8) Sri. Ramalingappa, A.E
- 9) Sri. H.L.Narasimha Prasad, A.E
- 10) Sri. H. Krishnamurthy, A.E

19. Further, the report dated 29.10.2014 submitted by the Deputy Commissioner (Administration), BBMP indicates that with regard to the dereliction of duties by Sri. P.V. Nayak, Superintending Engineer, Sri. A.K.

Gopaldaswamy, Assistant Executive Engineer, Sri. Puttamalaigaiah and Sri. B.K. Nazarulla Sharief referred to above show cause notice along with the articles of charge was served upon them on 13.04.2005. Since, they had denied the Articles of charges leveled against them, the Government by means of its order dated 10.01.2006 appointed an Enquiry Officer and the Presenting Officer to hold an enquiry into the Articles of Charge leveled against them. Thereafter, the officers referred to above had filed Writ Petition No. 15099/2005 and W.P. No. 6070/2006 before the Hon'ble High Court of Karnataka challenging the order of Government initiating disciplinary proceedings against them. The Hon'ble High Court of Karnataka by means of its order dated 19.11.2010 had disposed of the said writ petition pursuant to the memo filed by the petitioners stating that the Government of Karnataka by means of its order dated 30.03.2010 dropped the disciplinary proceedings against them subject to the condition that the action would be taken against the concerned employees on the basis of investigation report from the Karnataka Lokayukta which is looking into the



matter. It is useful to extract the relevant portion of the said judgement which reads as hereunder;

ORDER

Learned Counsel for the petitioner has filed a memo dated 11.11.2010, which reads as hereunder;

MEMO

Aggrieved by the Disciplinary Proceedings initiated against him by issuance of notice dated 13.04.2005 setting out articles of charge the petitioner has presented the subject writ petition on various grounds. During the pendency of the writ petition Government of Karnataka has by its order dated 30.03.2010 dropped the disciplinary proceedings impugned in the writ petition subject to the condition that action will be taken against concerned employees on the basis of investigation report from the Karnataka Lokayukta which is looking into the matter. A copy of the said order of the Government is placed on record along with this memo. In the light of the aforesaid Government Order, the grievance agitated in the writ petition does not survive for consideration.

Wherefore the petitioner prays that this Hon'ble Court be pleased to dismiss the writ petition as having become infructuous reserving liberty in the petitioner to approach this Hon'ble Court if and when the need or cause arises in the interest of justice and equity.

Taking note of the reasons indicated in the memo and reserving the liberty as prayed for in the

memo, the petition stands disposed of. No order as to the costs.

20. The investigation report and the reports submitted by the BMP/BBMP referred to above prima-facie indicates that the Engineers referred to above, who were in-charge of supervising as well as monitoring the execution of the works relating to the construction of EWS quarters at Ejipura, were responsible for the substandard work. Though, the disciplinary proceedings were initiated against some of the engineers, the same were dropped by the Government subject to the condition that action would be taken against the concerned engineers/employees on the basis of investigation report from the Karnataka Lokayukta.

21. Further, the material on record indicates that the construction of EWS quarters was entrusted to 13 Contractors under 14 Short Term Tenders pursuant to the acceptance of the tender by the standing committee of the BBMP by means of its resolution dated 24.02.1987. The details of the Contractors to whom the tenders were



awarded for construction of EWS quarters are set out herein below;

Sl. No.	Name of the Contractor
1	P. Munivenkatappa
2	K.M. Narayan reddy
3	Balachandra Naidu
4	M/s Sri Sri Constructions
5	P.C. Anand
6	Dasharatharama Reddy
7	Venkatesh
8	P.R. Gopal
9	T. Keshavalu
10	J. Gopal Reddy
11	K.Srinivasan
12	Kamalanath Naidu
13	Lakkanna

22. As observed earlier on 09.11.2003, the houses in Block No.13 of EWS quarters had collapsed i.e., within a period of nine years from the date of its allotment. The construction of EWS quarters in question was of permanent nature. The fact that it had collapsed within a period of around nine years would speak for itself in volumes about the quality of the construction and a total dereliction of duty on the part of the Engineering staff who were in-charge of the supervision of the construction and also of the Contractors. The notices issued by the

BMP/BBMP and framing of the charges prima-facie indicates that the Engineers referred to above were in-charge of the supervision/construction of the quarters. The principle of 'Res-ipso-loquitur' i.e., things will speak for themselves can be applied for the collapse of the building to draw an inference that the quarters in question had collapsed on account of total poor quality of construction made by the concerned contractors and lack of proper supervision and negligence on the part of the concerned Engineers who were in-charge of supervising the construction of the quarters.

23. On account of the collapse of the quarters, the occupants to whom the quarters were allotted were shifted to temporary shelters. Thereafter, based on the report of M/s Tar Steel Research Foundation, the BBMP had taken a decision to demolish all the houses and construct 1512 flats in its place by joint venture. Further, it was also reported by M/s Tar Steel Research Foundation that the original construction was of poor quality; and poor quality construction materials were utilized for construction. Thus,



prima-facie the material collected during the course of investigation indicates that the construction was made by utilizing the poor quality materials and the original construction itself was also of poor quality which was responsible for the collapse of the building and thereby caused loss of Rs.475 lakhs (Rupees Four hundred and seventy five lakhs only) to the State exchequer and irreparable injury and hardship to the allottees. Therefore, action for disciplinary proceedings is required to be taken against the said Engineers.

24. No doubt fourteen short term tenders in question were entrusted in the year 1987 and it is nearly three and half decades. There cannot be any doubt that along with the Engineers against whom action was proposed to be taken by the BMP/BBMP and recommendation is made in this report, there are other public servants including the members of the standing committee who accepted the tenders of BMP/BBMP who were entrusted with the work of scrutinizing the tenders, accepting the tenders and entrusting the work to fourteen contractors in question. No

doubt this work could have been done by Technical Audit Cell of this institution. The report on this aspect of the matter is silent. In view of the long lapse of time, if I probe the matter further, it would further delay in submission of this report to the Government which would result in serious injury and injustice to 1512 families who are anxiously awaiting for allotment of EWS quarters having already paid 20% of the cost of the construction of the quarters. Therefore, I am of the view that it is desirable the Government may constitute a special committee with high ranking officials and get the matter enquired into, so that the dereliction of duty on the part of the concerned public servants would be prevented in future, even if it is not possible to take action against the guilty on account of long lapse of time of nearly three and half decades.

25. It is relevant to point out that the Chief Engineer (Central Project), BBMP, Bengaluru by means of his letter dated 13.11.2014 addressed to this institution, has stated that the contractors referred to above to whom the work relating to construction of EWS quarters at Ejipura was



entrusted were not the registered Contractors. It is relevant to mention that as per KPWD Code, the registration of the Contractors is mandatory for awarding execution of the works relating to the Government. However, in the present case, though the Contractors referred to above were not the registered Contractors under the provisions of KPWD code, the work of constructing EWS quarters was entrusted to them which is prima-facie illegal. It may be that either the Contractors might have represented themselves as registered Contractors for getting the tenders awarded in their favour or the officials/public servants of BBMP might have connived with the Contractors for awarding the tenders in their favour or they were totally negligent in realizing the importance of entrusting the work to unregistered contractors, which has resulted in the consequences referred to above.

26. The material on record indicates that the BBMP had issued showcause notices dated 09.02.2004 to the Contractors to show cause as to why they should not be

blacklisted and the financial loss caused to BBMP on account of the poor execution of the work should not be recovered from them. However, subsequently, no proceedings have been initiated against the concerned Contractors with regard to the poor quality of construction of EWS quarters. As observed by me earlier, the collapse of the quarters within a period of nine years from the date of its allotment and the report of M/s Tar Steel Research Foundation Institute clearly demonstrates that the quality of the construction of the quarters was of very poor quality and highly dangerous for anyone to occupy. Therefore, the conduct of the contractors has to be viewed very seriously by the authorities concerned and the action is required to be taken against them for recovery of the amount paid to them with a reasonable rate of interest and also the damages caused. The criminal proceedings are also required to be initiated against them for their negligence, criminal breach of trust, cheating and causing deaths of the occupants of the houses on account of untimely collapse of EWS quarters. I am inclined to draw an inference in the facts and circumstances of the case, that



the poor quality of construction has been executed not only on account of negligence but also with a view to make unlawful gain for themselves by minimizing the expenditure required to be spent for the construction of the quality quarters. An effort made for a small gain has resulted in serious consequences referred to above, therefore, a strong and clear message is required to be sent to the concerned to prevent such untoward incident in future.

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27. The issue no.2 is with respect to the question as to whether the allotment of houses constructed for EWS at Ejipura, Koramangala was made in accordance with law/rules to the eligible candidates. The issue no.3 is with regard to the delay in execution of the project and who can be held responsible for the delay in execution of the project.

28. The letter dated 22.04.1992 addressed by the Commissioner, BMP/BBMP to the Secretary, Urban Development Department indicates that BMP/BBMP by

means of its resolution dated 19.02.1991 had resolved to allot 70% of EWS quarters constructed at Ejipura, Koramangala, Bengaluru to weaker section of the people and the remaining 30% of the houses to the Group 'D' officials of BMP/BBMP. The said letter also indicates that out of 3447 applications received, 1425 applications were found valid and BMP/BBMP had decided to allot houses to those 1425 applicants and also decided to allot remaining 271 houses to the slum dwellers. Further, the said letter also indicates that out of 2022 rejected applications, 868 applications were again considered and allotments were made and 6 houses were allotted in favour of the persons other than original applicants. The said letter also indicates that BMP/BBMP had also unanimously resolved to adopt the rules framed by the Government regarding the allotment of houses.

29. So far as these issues are concerned, the Chief Engineer, TAC, Karnataka Lokayukta, Bengaluru has forwarded the report dated 13.06.2011 submitted by Sri Venkataramana, Accounts Superintendent-3, Karnataka



Lokayaukta. It is useful to extract the said report which reads as hereunder;

ಮೇಲಿನ ಉಲ್ಲೇಖದನ್ವಯ, ಸರ್ಕಾರವು ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವತಿಯಿಂದ 1985-86ರಲ್ಲಿ ಕೋರಮಂಗಲ ಈಜಿಪುರ ವಾರ್ಡ್ ಸಂಖ್ಯೆ.69ರಲ್ಲಿ ನಿರ್ಮಿಸಲಾದ 1512 ವಸತಿಗೃಹಗಳ ಹಂಚಿಕೆಯಲ್ಲಿ ನಡೆದಿದೆ ಎನ್ನಲಾದ ಅವ್ಯವಹಾರಗಳ ಕುರಿತು ತನಿಖೆ ಮಾಡಿ ವರದಿ ಸಲ್ಲಿಸುವಂತೆ, ಈ ಸಂಸ್ಥೆಯನ್ನು ಕೋರಿದ್ದು, ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಲೋಕಾಯುಕ್ತ ಸಂಸ್ಥೆಯ ಮುಖ್ಯ ಅಭಿಯಂತರರು, ಸದರಿ ಸರ್ಕಾರಿ ಆದೇಶದ ಉಪಕಂಡಿಕೆ (3)(ii) ಮತ್ತು (3)(iii)ಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ಅಂದರೆ, ಕೋರಮಂಗಲದ ಈಜಿಪುರದಲ್ಲಿ ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲ ವರ್ಗದವರಿಗಾಗಿ ನಿರ್ಮಿಸಲ್ಪಟ್ಟ ವಸತಿ ಗೃಹಗಳನ್ನು “ನಿಯಂತ್ರಣ ಪ್ರಕಾರ ಅರ್ಹ ಫಲಾನುಭವಿಗಳಿಗೆ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆಯೇ?” ಹಾಗೂ “ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲ ವರ್ಗದವರಿಗಾಗಿ ರೂಪಿಸಲಾದ ಈ ಯೋಜನೆ ಇಷ್ಟು ವಿಳಂಬವಾಗಲು ಕಾರಣಗಳೇನು? ಇದಕ್ಕೆ ಯಾರನ್ನಾದರೂ ಹೊಣೆ ಮಾಡಬಹುದೇ?” ಎಂಬ ವಿಷಯಗಳಿಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ತನಿಖೆ ಮಾಡಿ ವರದಿ ಸಲ್ಲಿಸುವಂತೆ ಈ ಕೆಳಗೆ ಸಹಿ ಮಾಡಿರುವವರಿಗೆ ಸೂಚಿಸಿದ್ದು, ಸದರಿಯವರ ಸೂಚನೆಯ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ನಗರಪಾಲಿಕೆಯವರು ಈ ಕುರಿತು ಒದಗಿಸಿರುವ ದಾಖಲಾತಿಗಳನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ, ಈ ಕೆಳಕಂಡ ಅಂಶಗಳು, ತನಿಖೆಯಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತವೆ:-

ನಗರ ಪಾಲಿಕೆಯ ಒದಗಿಸಿರುವ ದಾಖಲಾತಿಗಳ ಪರಿಶೀಲನೆಯಲ್ಲಿ ಕಂಡುಬಂದ ಅಂಶಗಳು:-

1. ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವ್ಯಾಪ್ತಿಯ ಕೋರಮಂಗಲದ ಈಜಿಪುರ ವಾರ್ಡ್ ಸಂಖ್ಯೆ.69ರಲ್ಲಿ ಆರ್ಥಿಕವಾಗಿ ಹಿಂದುಳಿದ ವರ್ಗದವರಿಗೆ ಹಂಚಿಕೆ ಮಾಡಲು 42 ಬಹುಮಹಡಿಗಳ ವಸತಿ ಸಂಕೀರ್ಣದ ಬ್ಲಾಕ್‌ಗಳಲ್ಲಿ, ಪ್ರತಿ ಬ್ಲಾಕ್‌ನಲ್ಲಿ 36 ವಸತಿ ಗೃಹಗಳಂತೆ ಒಟ್ಟು 1512 ವಸತಿ ಗೃಹಗಳ ಸಮುಚ್ಚಯವನ್ನು ನಗರ ಪಾಲಿಕೆಯು, ಹುಡ್ಕೋ (ಉಗಆಅಐ) ಸಂಸ್ಥೆಯಿಂದ ರೂ.223.06ಲಕ್ಷಗಳ ಸಾಲ ಪಡೆದು, ನಿರ್ಮಿಸಲು ಮಹಾನಗರ ಮಹಾನಗರ ಪಾಲಿಕೆ ಸಭೆ ನಿರ್ಣಯ ಸಂಖ್ಯೆ:41 (667) ದಿನಾಂಕ:07-11-1958 ಮತ್ತು 31 (700) ದಿನಾಂಕ:10-12-1985 ರಲ್ಲಿ ನಿರ್ಣಯಿಸಲಾಗಿದ್ದು, ಮೇಲಿನ ನಿರ್ಣಯಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಉಗಆ/107/ಒ.ಓ.ಜ/1986. ದಿನಾಂಕ:30-09-1986ರ ಅನುಸಾರ ಕೋರಮಂಗಲದಲ್ಲಿ 292.00 ಲಕ್ಷ ರೂಪಾಯಿಗಳ ಅಂದಾಜು ವೆಚ್ಚದಲ್ಲಿ, ಬಹುಮಹಡಿ ಕಟ್ಟಡವನ್ನು ನಿರ್ಮಿಸಲು ಅನುಮೋದನೆ ನೀಡಲಾಗಿರುತ್ತದೆ [ಈ ವಿವರಗಳ ಕಡತ ಸಂಖ್ಯೆ: CAO/AO(P(PR55/08-09(2)ಕಂಡುಬಂದಿರುತ್ತವೆ].

2. ವಸತಿ ಸಮುಚ್ಚಯ ಕಾಮಗಾರಿಯು 1985-86ರಲ್ಲಿ ಪ್ರಾರಂಭಗೊಂಡು 1990-91ರ ಸಾಲಿನಲ್ಲಿ ಪೂರ್ಣಗೊಂಡಿರುತ್ತದೆ. ಈ ರೀತಿ ನಿರ್ಮಾಣ ಮಾಡಲಾದ ವಸತಿ ಸಂಕೀರ್ಣದ ಸಿವಿಲ್ ಕಾಮಗಾರಿಗಳು ಮುಕ್ತಾಯಗೊಂಡ ನಂತರ, ಸದರಿ ವಸತಿಗೃಹಗಳಿಗೆ ಪ್ರತ್ಯೇಕವಾಗಿ ನಾಗರೀಕ ಸೌಲಭ್ಯಗಳಾದ ವಿದ್ಯುಚ್ಛಕ್ತಿ ಸರಬರಾಜು, ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ವ್ಯವಸ್ಥೆ ಒದಗಿಸಿದ ನಂತರ, ಸದರಿ ವಸತಿ ಸಂಕೀರ್ಣದ ಒಟ್ಟು ವ್ಯಯ ರೂ.475.00 ಲಕ್ಷ ಆಗಿರುತ್ತದೆ, ಎಂಬ ಅಂಶ ದಾಖಲಾತಿಗಳಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತದೆ.

3. ಪ್ರತಿಯೊಂದು ವಸತಿ ಗೃಹದ ಬೆಲೆ: ಬಿ ನೆಲಮಹಡಿ: ರೂ.50,005-25, (ಆ) ಮೊದಲನೇ ಮಹಡಿ ರೂ.49,132-00 ಮತ್ತು (ಇ) ಮೊದಲನೇ ಮಹಡಿ: ರೂ.49,132-00 ನಿಗದಿಪಡಿಸಲಾಗಿತ್ತು. ಈ ಮೊಬಲಗನ್ನು ಫಲಾನುಭವಿಗಳು 13 ವರ್ಷಗಳಲ್ಲಿ 156 ಮಾಸಿಕ (ಸಮಾನ) ಕಂತುಗಳಲ್ಲಿ ಶೇ 11.05 ಬಡ್ಡಿ ದರದ ಮೇಲೆ ಮರುಪಾವತಿ ಹಾಗೂ ಈ ಕೆಳಕಂಡ ಷರತ್ತಿಗೆ ಒಳಪಟ್ಟು ಹಂಚಿಕೆ ಮಾಡಲು ನಿರ್ಣಯಿಸಲಾಗಿರುತ್ತದೆ:-

(ii) ನಿಗದಿಪಡಿಸಿರುವ ಕಂಡು ಪ್ರತಿ ತಿಂಗಳು 10ನೇ ತಾರೀಖಿನ ಒಳಗಾಗಿ ಪಾಲಿಕೆಗೆ ಪಾವತಿಸಬೇಕು.

(iii) ಮೂರು ತಿಂಗಳಿಗೂ ಅಧಿಕ ಕಾಲ ಕಂತು ಹಣವನ್ನು ಪಾವತಿ ಮಾಡದಿದ್ದಲ್ಲಿ ಫಲಾನುಭವಿಗಳು ಸ್ವತ್ತಿನ ಹಕ್ಕನ್ನು ಕಳೆದುಕೊಳ್ಳುವರು.

(iv) ಫಲಾನುಭವಿಗಳು ಕಟ್ಟಡದಲ್ಲಿನ ಅಗತ್ಯ ದುರಸ್ತಿ ಕಾರ್ಯಗಳನ್ನು ತಮ್ಮ ಸ್ವಂತ ವೆಚ್ಚದಲ್ಲಿ ನಿರ್ವಹಿಸತಕ್ಕದ್ದು [ವಿವರಗಳು ಕಡತ ಸಂಖ್ಯೆ:AO(P)/PST(2)/3902/07-08/(8) ರಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತದೆ].

4. ಮೇಲ್ಕಂಡಂತೆ ಹಂಚಿಕೆ ಪಡೆದ ಫಲಾನುಭವಿಗಳ ಪೈಕಿ 116 ಹಂಚಿಕೆದಾರರು ಮಾತ್ರ (21-01-2004ರವರೆಗೆ) ಕಂತು ಹಣವನ್ನು ಪಾವತಿಸಿದ್ದು, ಆದರೆ ನಿಗದಿತ ಅವಧಿಯಲ್ಲಿ ಪಾವತಿ ಮಾಡಿರುವುದಿಲ್ಲ ಹಾಗೂ ಉಳಿದ 1310 ಫಲಾನುಭವಿಗಳು ಹಂಚಿಕೆ ನಿಬಂಧನೆಗಳನ್ನು ಉಲ್ಲಂಘಿಸಿರುತ್ತಾರೆ ಎಂಬ ಅಂಶಗಳು ದಾಖಲಾತಿಗಳಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತವೆ. ಉಳಿದ 86 ವಸತಿಗೃಹಗಳು ಹಂಚಿಕೆಯಾಗದೇ ಇದ್ದರೂ ಸಹ ಸದರಿ ವಸತಿ ಗೃಹಗಳನ್ನು ಅನಧಿಕೃತ ನಿವಾಸಿಗಳು ಆಕ್ರಮಿಸಿರುವುದು, ಈ ಕುರಿತು ಪಾಲಿಕೆಯವರು ಕೈಗೊಂಡ ಸರ್ವೇಯಿಂದ ತಿಳಿದುಬಂದಿರುವುದಾಗಿ, ಆಯುಕ್ತರು ತಿಳಿಸಿರುತ್ತಾರೆ. ದಿನಾಂಕ:20-01-2004ರ ಆಯುಕ್ತರ ಪತ್ರದ ಅನುಸಾರ ಈವರೆಗೆ ಫಲಾನುಭವಿಗಳಿಂದ ವಸತಿ ಗೃಹದ ಮುಂಗಡ ಹಣ ಮತ್ತು ಕಂತಿನ ಹಣ ಒಟ್ಟು ರೂ.152.00 ಲಕ್ಷ ರೂಪಾಯಿಗಳನ್ನು ವಸೂಲಾತಿಸಲಾಗಿದೆ ಹಾಗೂ ರೂ.519.00 ಲಕ್ಷ ಬಾಕಿ ಇರುತ್ತದೆ ಎಂಬ ಅಂಶ ಕಂಡುಬರುತ್ತದೆ (ವಿವರಗಳು

ಕಡತ ಸಂಖ್ಯೆ:ನಯೋ/120/04-05ತೆಅ/191/04-05 (5a) ಪುಟ ಸಂಖ್ಯೆ:41 ರಲ್ಲಿ ಕಂಡುಬಂದಿರುತ್ತದೆ).

5. ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ತೆರಿಗೆ ಆರ್ಥಿಕ ಸ್ಥಾಯಿ ಸಮಿತಿ ಹಾಗೂ ನಗರ ಯೋಜನೆ ಮತ್ತು ಅಭಿವೃದ್ಧಿ ಸ್ಥಾಯಿ ಸಮಿತಿಯ ದಿನಾಂಕ:25-06-1993 ಜಂಟಿ ಸಭೆಯ ನಡವಳಿಯ ವಿಷಯ ಸಂಖ್ಯೆ:335ರಂತೆ, ಮೊದಲನೇ ಆಯ್ಕೆ ಪಟ್ಟಿಯಲ್ಲಿ 600 ಮನೆಯ ಮಂಜೂರಾತಿ ನಿರ್ಣಯ ಕೈಗೊಳ್ಳಲಾಗಿದೆ. ಈ ಪೈಕಿ ಮೊದಲನೇ ಹಂತದಲ್ಲಿ 580 ಅರ್ಜಿಗಳು ಅರ್ಹವೆಂದು ಪರಿಗಣಿಸಿ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆ. ತದನಂತರ, 20 ಮನೆಗಳ ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆ [ವಿವರಗಳು ಕಡತ ಸಂಖ್ಯೆ 4 (Pages 1-67) EWS Allotment details (600) dated:25-04-1993/(4)ಕಂಡು ಬಂದಿರುತ್ತದೆ].

6. 2ನೇ ಆಯ್ಕೆ ಪಟ್ಟಿಯನ್ನು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ನಗರ ಯೋಜನೆ ಮತ್ತು ಅಭಿವೃದ್ಧಿ, ಸ್ಥಾಯಿ ಸಮಿತಿ ಹಾಗೂ ತೆರಿಗೆ ಮತ್ತು ಆರ್ಥಿಕ ಸ್ಥಾಯಿ ಸಮಿತಿಯ ಜಂಟಿ ಸಭೆಯ ದಿನಾಂಕ:24-05-1994 ನಡವಳಿ ಸಂಖ್ಯೆ:144 ರಲ್ಲಿ 912 ವಸತಿ ಗೃಹಗಳನ್ನು ಹಂಚಿಕೆ ಮಾಡಲು ನಿರ್ಣಯಿಸಲಾಗಿದೆ. (ಕಡತ ಸಂಖ್ಯೆ:3 ಪುಟ ಸಂಖ್ಯೆ:1) ಅದರಂತೆ ಒಟ್ಟು 897 ಅರ್ಜಿಗಳನ್ನು ಹಂಚಿಕೆ ಮಾಡುವ ಹಿಂಬರಹ ದಿನಾಂಕ:01-09-1994 ರಂತೆ ಮಿಲ್ಲರ್ ಟ್ಯಾಂಕ್‌ನ 67 ಗುಡಿಸಲು ವಾಸಿಗಳ ಹೊರತುಪಡಿಸಿ, 830 ಅರ್ಜಿದಾರರಿಗೆ ಹಂಚಿಕೆ ಕಳುಹಿಸಲಾಗಿದೆ [ವಿವರಗಳು ಕಡತ ಸಂಖ್ಯೆ:3(Pages 1-100)EWS Allotment details (897) dated:25-04-1993/ (3) ಕಂಡುಬಂದಿರುತ್ತದೆ].

7. (ಅ) ಮೇಲೆ ಹೇಳಲಾದ ವಸತಿ ಗೃಹಗಳ ಹಂಚಿಕೆ ಪ್ರಕ್ರಿಯೆಗೆ ಸಾರ್ವಜನಿಕರಿಂದ ಅರ್ಜಿ ಕರೆದ ಬಗ್ಗೆ ಯಾವುದೇ ಸಾರ್ವಜನಿಕ ಪ್ರಕಟಣೆ (ದಿನ ಪತ್ರಿಕೆಗಳಲ್ಲಿ) ಹೊರಡಿಸಿದ ಬಗ್ಗೆ ಯಾವುದೇ ದಾಖಲಾತಿಗಳು ಕಡತದಲ್ಲಿ ಲಭ್ಯವಿರುವುದಿಲ್ಲ ಮತ್ತು

(ಆ) ಫಲಾನುಭವಿಗಳ ಅರ್ಹತೆಯನ್ನು ಯಾವ ಯಾವ ಅಂಶಗಳ ಮೇಲೆ ನಿರ್ಧರಿಸಲಾಗಿದೆ ಎಂಬ ಕುರಿತು ಮಾಹಿತಿಯು ತನಿಖೆಗೆ ಒದಗಿಸಲಾದ ಕಡತಗಳಲ್ಲಿ/ದಾಖಲಾತಿಗಳಲ್ಲಿ ಕಂಡು ಬರುವುದಿಲ್ಲ.

ಈ ಎಲ್ಲಾ ಕಾರಣದಿಂದಾಗಿ, ಪಾಲಿಕೆಯು ಒದಗಿಸಿರುವ ಯಾವುದೇ ಕಡತಗಳಲ್ಲಿ ಸದರಿ ಹಂಚಿಕೆ ಬಗ್ಗೆ ಸ್ಪಷ್ಟವಾದ ದಾಖಲೆಗಳು ಲಭ್ಯವಿಲ್ಲದ ಕಾರಣ ಹಾಗೂ ಒದಗಿಸಿರುವ ದಾಖಲೆಗಳಲ್ಲಿ ಸ್ಪಷ್ಟತೆ ಇಲ್ಲದ ಕಾರಣ, ಸದರಿ ಹಂಚಿಕೆಗೆ ಮಾನದಂಡವೇನು? ಅರ್ಹತೆಯನ್ನು ಯಾವ ಯಾವ ಅಂಶಗಳ ಆಧಾರದ ಮೇಲೆ ನಿರ್ಧರಿಸಲಾಗಿದೆ? ಹಂಚಿಕೆಯಲ್ಲಿ ಪಾರದರ್ಶಕತೆಯನ್ನು ಕಾಯ್ದು

ಕೊಳ್ಳಲಾಗಿದೆಯೇ? ಎಂಬುದರ ಕುರಿತು 1993ರೊಳಗೆ ನಡೆದ ಈ ಎಲ್ಲ ಹಂಚಿಕೆ ಪ್ರಕ್ರಿಯೆಯ ಕುರಿತು, ಸ್ಪಷ್ಟವಾದ ಅಭಿಪ್ರಾಯ ನೀಡಲು ಸಾಧ್ಯವಾಗಿರುವುದಿಲ್ಲ.

30. The report extracted above indicates that except 86 houses which were occupied by the unauthorized occupants, no other illegalities/irregularities were found by the investigating officer in the matter of allotment of houses in favour of the allottees. It is also relevant to point out that as could be seen from the status report dated 22.06.2021 filed by the Chief Engineer, BBMP, Revenue Officer (East), Deputy Revenue Officer (East) and Assistant Revenue Officer, Koramangala were the officers in-charge of allotting the houses constructed for EWS. Further, it is stated that Mohd. Ismail is the Revenue Officer who was in-charge of allotting the houses had retired from service about 20 years back and he is also no more. No doubt, 86 houses were occupied by the unauthorized occupants. Since the housing complex itself was demolished on account of poor quality of construction, I am of the view it is not desirable for taking action against the officers who were entrusted with the responsibility of the allotment of houses for allowing the 86 persons to occupy the houses

unauthorisedly at this length of time and their claim for allotment of EWS quarters in the building to be constructed need not be considered.

31. Further, it is relevant to point out that though at the initial stage itself this institution had published the notice in three daily news papers inviting the objection from the general public, nobody has submitted any objection regarding the allotment of houses in favour of the allottees. Therefore, I will have to proceed on the basis that none of the claimants who made an application for allotment of quarters has any grievance with regard to the correctness of the allotment made. Therefore, issue no.2 is required to be answered that there were no illegalities/irregularities in the matter of allotment of houses in favour of the allottees.

32. So far as the delay in completion of the construction which was taken up in the year 1985 is concerned, it is relevant to point out that as observed earlier during April-May-1987 tenders were awarded in favour of 13 Contractors for construction of EWS quarters at Ejipura. The construction was required to be completed within 1 ½

(One and half years) years. However, the construction was completed in the year 1991 and the allotment of houses were made during the year 1993-94. Therefore, there was a delay of 2 ½ (Two & half) years i.e., in completion of the construction of the project and 2 ½ (Two & half) years delay in allotment of the houses to the beneficiaries. As such prima-facie it is clear from the material collected during the course of investigation that there was a delay of 2 ½ (Two and half years) in completion of the project by the Contractors and allotment of quarters.

33. It is relevant to point out that the Engineers who were entrusted with the responsibility of monitoring/supervising the construction were required to ensure the completion of the construction within the time prescribed. No material is placed by the BBMP to show as to what was the reason for the delay in completion of the construction. There is also no document to indicate that the Engineers had issued notice to the Contractors and as such prima-facie it indicates that the Engineers have failed to take action against the Contractors. Therefore, either the Engineers



referred to above or higher officers including the Commissioners of the BMP/BBMP who were posted from time to time must be held responsible for the delay in completion of the project. However, I am of the view that on account of long lapse of time no useful purpose will be served in pursuing the matter further on that behalf. Accordingly, issue no.3 is answered.

REG: ISSUE No. IV & V

34. Since the issues IV and V are interconnected, it is desirable to consider them together. While issue No.IV relates to the question as to whether the procedure required to be followed under KTPP Act and Rules framed thereunder were followed while inviting tenders, the issue no.V relates to the question as to whether any illegality/irregularity has taken place while selecting the bidder.

35. The material collected during the course of investigation indicates that BBMP had invited competitive proposals from eligible bidders for implementing the project of constructing 1512 flats at Ejipura, Koramangala,

Bengaluru earmarked for economically weaker section of the society and in response thereto BMP/BBMP had received proposals from the following bidders;

1. M/s Akruthi Nirman Private Limited.
2. M/s Maverick Holdings and Investments Pvt., Ltd.
3. M/s IDEB Construction Project Pvt. Ltd.

36. After evaluating the aforesaid proposals, the proposal of MHIPL - Contractor was approved by the standing committee (works) vide resolution No. 329/2006-2007 dated: 19.05.2006. Thereafter, the council of BBMP passed a resolution bearing No.13(306) on 30.10.2006 accepting the resolution passed by the standing committee. Subsequently, the Government by means of its order No. NaAaE 261 MNG 2006, Bengaluru, dated; 26.09.2008 approved to enter Joint Development Agreement with MHIPL - Contractor. It is useful to extract the said Government Order, which reads as hereunder;

ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ:ನಅಇ 261 ಎಂಎನ್‌ಜಿ 2006,ಬೆಂಗಳೂರು,
ದಿನಾಂಕ: 26-09-2008

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಕಾರಣಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಬೃಹತ್
ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಗೆ ಸೇರಿದ ಕೋರಮಂಗಲ ಬಡಾವಣೆ



ಈಜಿಪುರದಲ್ಲಿ ಖಾಸಗಿ-ಸಾರ್ವಜನಿಕ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ (ಪಿ.ಪಿ.ಪಿ) ನಿರ್ಮಿಸುವ ಯೋಜನೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲವಾಗಿರುವ ಬಡ ಜನರ ಹಿತದೃಷ್ಟಿಯಿಂದ 1976ರ ಕೆ.ಎಂ.ಸಿ ಕಾಯ್ದೆಯ ಪರಿಚ್ಛೇದ 98(4)ರಡಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ, ಸದರಿ ಕಾಯ್ದೆಯ ಪರಿಚ್ಛೇದ 98(3)ರ ಪ್ರಕಾರ ಬಿ.ಬಿ.ಎಂ.ಪಿ ಯು ದಿನಾಂಕ:30-10-2006ರಂದು ವಿಷಯ ಸಂಖ್ಯೆ:13(306)ರಲ್ಲಿ ತೆಗೆದುಕೊಂಡಿರುವ ನಿರ್ಣಯವನ್ನು ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ನಅಇ 261 ಎಂಎನ್‌ಜಿ 2006, ದಿನಾಂಕ:09-06-2008ರಲ್ಲಿ ರದ್ದುಪಡಿಸಿರುವುದನ್ನು ಹಿಂದಕ್ಕೆ ಪಡೆಯಲಾಗಿದೆ ಮತ್ತು ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಸಭೆಯು ದಿನಾಂಕ 30-10-2006ರಂದು ವಿಷಯ ಸಂಖ್ಯೆ 13(306)ರಲ್ಲಿ ತೆಗೆದುಕೊಂಡಿರುವ ನಿರ್ಣಯಕ್ಕೆ ಈ ಕೆಳಕಂಡ ಷರತ್ತುಗಳಿಗೊಳಪಟ್ಟು ಸರ್ಕಾರದ ಅನುಮೋದನೆಯನ್ನು ನೀಡಲಾಗಿದೆ.

A). A suitable and legally enforceable Joint Development Agreement should be executed by the Bruhat Bengaluru Mahanagara Palike with the Developer (M/s Maverick Holdings and Investments Pvt. Ltd) with the best legal advice.

B). The project should be completed within the stipulated period from the date of execution of the agreement and "Occupation Certificate" obtained accordingly; no part of the building shall used by the Developer for any commercial purposes until "Occupancy Certificate" has been obtained and BBMP's share fully delivered to BBMP.

C). Bruhat Bengaluru Mahanagara Palike shall ensure adherence to prescribed quality standard in all aspects including materials to be used and for that purpose shall employ such quality supervisors/consultants as may be required.

37. Subsequent to the issue of Government order in favour of MHIPL - Contractor for development of housing

complex for EWS at Ejipura, Koramangala, Bengaluru, one M/s Akruti Nirman Pvt., Ltd., which was unsuccessful bidder had filed writ petition no. 13918/2008 before the Hon'ble High Court of Karnataka on the ground of technical illegalities, malafides etc., in awarding the tender in favour of MHIPL. One Smt. Noorjan and Smt. Pyarejan who were the allottees of quarters have also filed Writ Petition Nos. 14564-565/2009 before the Hon'ble High Court of Karnataka seeking for a direction to the BBMP to start construction of EWS quarters and complete the same within the time frame. By means of a common order dated 21.09.2010 while the Writ Petition No. 13918/2008 filed by M/s Akruti Nirman Private Ltd., came to be dismissed by the Hon'ble High Court by imposing a cost of Rs.50,000/- (Rupees Fifty Thousand only), the Writ Petition 14564-565/2009 filed by two of the allottees referred to above came to be allowed by the Hon'ble High Court of Karnataka with a direction to the BBMP to ensure the commencement of construction of the building/flats immediately and put the displaced families in occupation of the residential flats. It is useful to extract the order passed by the learned single

judge of the Hon'ble High Court of Karnataka, which reads as hereunder;

In the result, the Writ Petition No. 13918/2008 is dismissed with cost quantified at Rs.50,000/-/ Writ Petition Nos. 14564-565/2009 are orderd accordingly, and a mandamus is issued to the respondent-BMP to ensure the construction of the buildings immediately and put the displaced families in occupation of the residential flats.

38. Being aggrieved by the said order passed by the learned Single Judge, M/s Akruti Nirman Pvt. Ltd., filed a writ appeal no. 3793/2010 before the division bench of Hon'ble High court of Karnataka which came to be disposed of on 21.04.2011 permitting the appellant therein in the light of the joint memo filed by M/s Akruti Nirman Pvt., Ltd., and MHIPL to withdraw the writ petition. It is useful to extract the relevant portion of the order dated 21.04.2011 made by the Division Bench of the Hon'ble High Court of Karnataka, which reads as hereunder;

ORDER

This appeal is filed by the petitioner in W.P. No. 13918/2008 challenging the award of contract in favour of the fifth respondent in the writ petition – vourth respondent herein. The said writ petition was considered along with the connected writ petitions Nos. 14564-565/2009 and common order

dated 21.09.2010 was passed dismissing W.P. No. 13918/2008 and confirming the awarding of contract in favour of fourth respondent herein and issued a direction to the respondent-Corporation in W.P. Nos. 14564-565/2009 to take up the project expeditiously. Being aggrieved by the dismissal of the writ petition No. 13918/2008, the unsuccessful petitioner has preferred this appeal.

2. When the matter is posted for final hearing, a joint memo has been filed by learned counsel appearing for the appellant and learned counsel appearing for the fourth respondent which is also signed by representatives of both parties for withdrawal of the writ petition. It is clear from the memo that a settlement has been arrived at wherein the appellant would concede to the order awarding contract to fourth respondent herein which would enable the corporation to take up the project as per the direction given in the connected writ petition.

3. The learned counsel appearing for the fourth respondent has also filed a memo withdrawing all the allegations made against the appellant before the learned Single Judge in W.P. No. 13918/2008/

4. In view of the fact that the writ petition is dismissed and awarding of contract in favour of fourth respondent herein is confirmed and this appeal is filed against the said order passed by the learned Single Judge in W.P. No. 13918/2008 dated 21.09.2010 and in view of the submission of learned Sr. Counsel appearing for the parties that they wanted to put an end to the litigation as the appellant wants to concede for allotment of contract to the fourth respondent herein and as the Government is only interested in impelentation of the scheme, the appellant/petitioner is permitted to withdraw the writ petition.



5. *The learned Senior Counsel appearing for the fourth respondent herein submitted that since the writ petition itself is permitted to be withdrawn, it is unnecessary to pass any order in this writ appeal. However, the memo filed by fourth respondent withdrawing the allegations made against the appellant is placed on record.*

6. *Since, the appellant/petitioner is permitted to withdraw the writ petition, this appeal would not survive for consideration and has become infructuous. Accordingly the writ appeal is disposed of and the writ petition is dismissed as withdrawn.*

39. The Hon'ble High Court of Karnataka in the said writ petition examined the alleged technical illegalities, malafides etc., raised by the M/s Akruti Nirman Pvt. Ltd., and has dismissed the writ petition by imposing cost of Rs.50,000/- (Rupees Fifty thousand only). The said writ petition and writ appeal were filed subsequent to the Government reference made to the Lokayukta for investigation and report on issue nos. 4 and 5 with regard to the question as to whether the BMP/BBMP has followed the provisions of KTPP Act and Rules while inviting tender and selecting the bidder for the construction of EWS quarters at Ejipura. Since, these two questions have already been considered by the Hon'ble High Court of

Karnataka in the said Writ Petition/Writ Appeal and ultimately upheld the award of tender in favour of MHIPL - Contractor and the said decision having attained finality, it is not appropriate to once again investigate the matter on the said issues and the reference is required to be answered observing that there were no illegalities committed in following the KTPP Act and Rules while calling for tender and selecting the bidder Accordingly, issue no. 4 and 5 are answered.

REG: ISSUE No. VI

40. In issue no.6 referred to above, the Government has sought the recommendation of the Lokayukta to suggest the ways and means for quick and expeditious completion of the project for enabling the weaker section of the society to occupy the quarters at the earliest. To answer this issue it is necessary to examine as to whether there is unreasonable delay in execution of the project and if so who has committed the breach.

41. Now let me refer to few undisputed facts. The Government by means of its notification dated 26.09.2008



approved the acceptance of the tender awarded in favour of MHIPL-Contractor. The challenge made with respect to the award of tender in favour of MHIPL came to be rejected by the Hon'ble High Court in Writ Petition No. 13918/2008 and Writ Appeal No. 3793/2010 filed by M/s. Akruthi Nirman Pvt., Ltd., and it had reached the finality by virtue of the order dated 21.04.2011 made in Writ Appeal No.3793/2010. Pursuant to the Government Notification dated 26.09.2008 referred to by me earlier, BMP/BBMP had entered into a concession agreement dated 02.01.2012 with MHIPL -contractor. Subsequently, the amended agreements dated 27.05.2013 and 02.12.2014 were also entered into between BBMP and MHIPL Contractor.

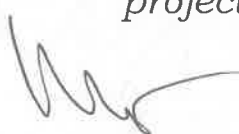
42. On the application dated 09.01.2012 filed by MHIPL -contractor, pursuant to the order made by the Hon'ble High Court on the basis of application filed by MHIPL-contractor in W.P. No.3670/2008, issued development plan on 18.08.2014 in favour of MHIPL. The MHIPL-contractor had applied for sanction of building plan and license with BBMP on 03.03.2015. The BBMP appears to have issued

demand notice dated 07.04.2017 directing MHIPL-contractor to make payment of Rs.7,39,35,500/- (Rupees Seven crores thirty nine lakhs thirty five thousand five hundreded only) for the purpose of sanctioning of the plan of the project. On the application filed by the MHIPL-contractor in CCC No.951/2016 filed by EWS Residential Welfare Association, the Division Bench of Hon'ble High Court by means of its order dated 31.05.2017 permitted the MHIPL-contractor to deposit 50% of the amount claimed in the payment notice issued by the BBMP and to give an undertaking regarding the remaining amount subject to the adjustment to be made later.

43. It is seen that a dispute was raised by the MHIPL with regard to its liability to pay Rs.7,39,35,500/-. In this connection it is useful to extract the order dated 31.05.2017 passed by the Division Bench of Hon'ble High Court which reads as here under:-

ORDER

1. As accused No.1 original respondent no.2, for the purpose of sanctioning of the plan of the project has assessed the amount of



Rs.7,39,35,500/- (Rupees Seven Crores thirty nine lakhs thirty five thousand and five hundred only) to be paid by accused no.2 – original respondent no.3 herein, accused no.2 – original respondent no.3 shall be at the liberty to pay 50% of the amount by cheque or Demand Draft (after adjustment of the security deposit, if any, already paid and for the remaining 50%, accused no.2 original respondent no.3 shall file an undertaking to this Court within one week from today declaring that after the aspects of liability to pay is finalized by this court in the present proceeding, accused no.2 shall pay the remaining 50% of the amount to the accused no.1 – original respondent no.2 herein within one month from the date of passing of the final order.

The aforesaid directions shall be complied within one week.

2. Upon the compliance of the aforesaid direction, accused no.1 – original respondent no.2 shall sanction the development plan within two weeks.

3. Accused no.2 – respondent no.3 shall begin with the construction over the site wherein 1512 flats are to be constructed within two weeks from the date of sanction of the construction plan and shall report to this court within one week therefrom.

4. Accused no.1 – original respondent no.2 shall submit full set of papers with report about the controversy for liability to pay development charge etc., as assessed of Rs.7,39,35,500/- (Rupees Seven Crores thirty nine lakhs thirty five thousand and five hundred only) and other incidental aspects. Such report shall be submitted to the Principal Secretary of the urban Development Department of the State Government within ten days from today. The


Principal Secretary of the State Government shall examine the report and if required, may also call for further information including from accused no.2 – original respondent no.3 herein. It would also be open to accused no.2 to supply further material to the Principal Secretary. The Principal Secretary, Urban Development of the State Government shall submit the report to this court on the following aspects.

(a) The liability to pay development fees for sanction of the construction plan by accused no.2-original respondent no.3 as per the terms and conditions of the contract or not.

(b) Any other requirement incidental thereto to be followed by either accused no.1 or accused no.2 for giving effect to the order passed by this court for construction of 1512 flats.

Such report shall be submitted within four weeks from the date of report received.

44. Subsequent to the order made by the Hon'ble High Court of Karnataka the Additional Chief Secretary to Government, Urban Development Department by means of his order dated 19th January 2018 has held that Rs.5,12,84,000/- to be paid by MHIPL-contractor towards the building plan fee, an amount of Rs.1,74,31,838/- shall be reduced from the total amount payable by MHIPL-contractor and the MHIPL-contractor is required to pay Rs.2,26,51,500/- towards the labour welfare cess.




45. It is also relevant to point out that the concession agreement dated 02.01.2012 requires the MHIPL-contractor to make payment of the building sanction fee etc., to the BBMP in terms of the clause 5.8 (b) of the agreement. Therefore, the dispute raised by MHIPL that it was not liable to pay the building sanction fee, labour welfare cess etc., is totally misconceived and in my considered view it amounts to an act of breach of the terms of the agreement resulting in delay of execution of the project.

46. The BBMP approved the building plan submitted by MHIPL-contractor on 28.06.2017 to enable it to proceed with the construction of EWS quarters in respect of which sanction plan was sought. There is no material placed on record to show that at that point of time MHIPL-contractor sought for issue of commencement certificate. However, the material on record shows that MHIPL-contractor commenced the construction of the quarters in the month of June 2017 after approval and issuance of sanctioned plan.

47. As noticed by me earlier, after I took over as Lokayukta, I issued notice to the Commissioner, BBMP to hear the Commissioner with a view to enable me to answer the reference of Government. I had also visited the spot on ~~17.04.2017 and 13.12.2017~~ along with the officers/officials of BBMP, Deputy Commissioner, Bengaluru Urban District, Officers of KPTCL, Managing Director, MHIPL from time to time & directed the BMP/BBMP to ensure the completion of the construction in terms of the time schedule prescribed in the Concession Agreement. In this connection, it is useful to extract the order dated 22.04.2017, which reads as hereunder;

The Government in its Order No. UDD/261/MNG/2006 dated 28-10-2008 made a reference to Lokayukta for investigating certain issues relating to the construction of houses for Economically Weaker Section at Ejipura, Koramangala, Bengaluru. At this stage, it is unnecessary to refer to the issues, referred to by the Government, as the same is part of the record.

2. *Having gone through the records, I felt that, it is desirable to inspect the spot. Accordingly, spot inspection was fixed after notice to the Commissioner of Bruhat Bengaluru Mahanagara Palike, Bengaluru, on 17-04-2017 at 05-00 p.m. I was accompanied by Hon'ble*



Upalokayukta Justice N. Ananda, who is the Upalokayukta for Bengaluru Urban District. Sri N. Manjunath Prasad, Commissioner, Bruhat Bengaluru Mahanagara Palike, Sri K.C. Yatish Kumar, Joint Commissioner, Bruhat Bengaluru Mahanagara Palike, Sri B.S.Prasad, Chief Engineer (East), Bruhat Bengaluru Mahanagara Palike and other concerned jurisdictional engineers were also present.

3. The Commissioner, Bruhat Bengaluru Mahanagara Palike explained, at the spot, about the steps taken by him (Palike)/and to be taken. Since, I felt it is necessary to have in-depth discussion with the Commissioner of the Bruhat Bengaluru Mahanagara Palike and the Chief Engineer (East), I requested them to come over to the chamber of Lokayukta today i.e., 22-04-2017 at 4-00 pm. Accordingly, they are present. I also requested Hon'ble Upalokayukta to join me in the discussion.

4. Sri N. Manjunath Prasad, Commissioner, Bruhat Bengaluru Mahanagara Palike informed us that, in terms of the Joint Development Agreement dated 12-01-2012, the Contractor M/s. Maverick Holdings and Investments Private Limited, represented by its Managing Director Sri Udaya Garudachar, has agreed to complete the work within the specified time and he has given a Action Plan. He also submitted that the Action Plan is being examined by him and the officers of the Palike and will be able to take final decision in the matter within two weeks' time.

5. The work has been pending since very long time. It is needless to point out that the work in question is required to be executed with greater speed and commitment strictly in terms of the Joint Development Agreement dated 12-01-2012. The material on record shows that, about 1512 dwellings belonging to the poor section of society,

though they have invested their hard earned money, they have been denied of the accommodation for the last several years. The Commissioner and the Chief Engineer assured me that, they will make all the efforts to see that, the work is completed at the earliest and in that direction they will persuade the contractor to restrict to the time schedule agreed upon/to be agreed upon.

6. .In the light of what is stated above, the Commissioner, Bruhat Bengaluru Mahanagara Palike is requested to file a concrete proposal setting out the time schedule from the beginning till the date of completion and handing over the buildings with an undertaking secured from the Contractor, to complete the work strictly in accordance with the Joint Development Agreement and maintain the time schedule. However, since I felt clear that, it is not desirable for me to express any opinion on the reference made by the State on several issues referred to Lokayukta, at this stage, it is left open to me to consider at a later stage, in the interest of getting the work completed at the earliest point of time.

48. The order referred to above made by me indicates the urgency of the completion of the project and assurance given by the Commissioner, BBMP and Chief Engineer to get the work completed by MHIPL - Contractor as per the terms of Joint Development Agreement.

49. It is useful to extract the proceedings dated 24.05.2017, which reads as hereunder;



Sri N. Manjunath Prasad, Commissioner, Bruhat Bengaluru Mahanagara Palike, is present along with Sri B.S.Prasad, Chief Engineer (East), Bruhat Bengaluru Mahanagara Palike. Sri. Udaya Garudachar, Managing Director of M/s. Maverick Holdings and Investments Private Limited, is present along with Sri. Mahesh S Deshpande, General Manager and authorized signatory. Sri. Udaya Garudachar has filed a declaration/undertaking signed by Sri. Mahesh S Deshpande, authorized signatory wherein among other things he had undertaken to complete the constructions of houses for the Economically Weaker Section within 18 months subject to conditions, transactions and approvals which are required to put up constructions are given by Bruhat Bengaluru Mahanagara Palike and the Government of Karnataka.

2. Sri. Udaya Garudachar has today states before me that, though the agreement states that M/s. Maverick Holdings and Investments Private Limited, are trying to do their best to complete the construction of houses in 18 months, the understanding of the said stipulation in the undertaking/declaration was that they will positively complete construction of the houses within 18 months. He promised that he will give a fresh undertaking by tomorrow that he will complete the construction of houses within 18 months. He also submitted that all the permissions required to be given by the Bruhat Bengaluru Mahanagara Palike has been given to start the work and complete 1512 dwellings. However, he pointed out that, he is required to get the permission from the Electricity Board for

shifting of the high tension line and he would try to get the same from the concerned authority expeditiously. He also pointed out that, after the construction of structure of the residential building, he is required to get water connection from BWSSB. Apart from these two things, referred to above, all other permissions he has secured from the Bruhat Bengaluru Mahanagara Palike which enables him to complete the construction of the residential building. He also submitted that he would require change of land use from the Bengaluru Development Authority for the purpose of construction of commercial building and he had already made an application before the Bengaluru Development Authority for the permission and he is expecting the same from Bengaluru Development Authority at the earliest. He submitted that he would require the necessary co-operation on that behalf by the Bruhat Bengaluru Mahanagara Palike. The statement made by Sri. Udaya Garudachar referred to above, that all the above permissions except the permission required for water connection and permission from Electricity Board for shifting of the high tension line and change of land use is placed on record and his statement/undertaking that he would complete the construction of 1512 dwellings within a period of 18 months from today is also placed on record with his undertaking.

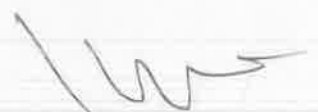
3. In the light of the said statement, I defer sending my report to the Government till further orders.



4. *It is needless to point out that, the Bruhat Bengaluru Mahanagara Palike has to review the work regularly once in three months and place the progress report before the Lokayukta.*

5. *This order is made without prejudice to the reference made by the Government vide Order No. UDD 261 MNG 2006 dated 28-10-2008 under Section 7(2-A) of the Karnataka Lokayukta Act and the obligations of the Lokayukta to send the report to the Government in accordance with law and in no way being influenced by the steps taken for the completion of construction of the dwellings/flats/apartments, in question. It is also made clear that the undertaking given by M/s. Maverick Holdings and Investments Private Limited and the steps taken to complete the construction of the dwellings should not be understood as the Lokayukta in any manner condoning the dereliction of duties of the authorities in one way or the other and on that the Lokayukta has not expressed any view as already stated.*

50. The order dated 24.05.2017 extracted above shows that an undertaking was given by MHIPL – Contractor to complete the construction of EWS quarters within 18 (eighteen) months from that day subject to condition that sanctions and approval which are required to put up the construction of EWS quarters to be issued by BBMP and BDA. It is useful to extract the said undertaking, which reads as hereunder;





DECLARATION/UNDERTAKING

This Declaration/Undertaking has been executed by M/s.Maverick Holdings & Investments Pvt. Ltd., (MHIPL) having its registered office at #78/1, New K.R.Road, Basavanagudi, Bangalore-560 004 represented by its Authorized Signatory Mr.Maresh S.Deshpande, General Manager-Legal.

This is to state that we are executing a PPP project to build 1512 houses for the Economically Weaker Section (EWS) free of cost and a commercial complex which shall be shared on a ratio of 50:50 between BBMP and MHIPL. As per the direction of the Hon'ble High Court presided over by the Chief Justice and the Joint Memo filed by Government of Karnataka, BBMP, EWS Residents Welfare Association and MHIPL, we undertake to build these houses in accordance with the above mentioned agreements and joint memo.

The respectful Commissioner of Bangalore has requested us to hasten the process of construction of houses for the EWS and we shall try our best to complete these houses in 18 months subject to conditions that all sanctions and approvals are given by the BBMP and Government of Karnataka wherever necessary in time.

Date: 24.05.2017
Place: Bangalore

For Maverick Holdings & Investments Pvt. Ltd.,


(Mahesh S.Deshpande)
Authorized Signatory

51. The orders extracted above clearly indicates the only compliance required to be carried out by the authorities were (i) with regard to shifting of pillagaluve and (ii) with regard to shifting of 66 KV HT Line. There was no other issue raised by MHIPL in respect of any other requirement

to be complied with either by the BBMP or by any other authorities of the State.

52. Further, the Commissioner, BBMP has given a letter/report dated 24.05.2017 enclosing the chart/schedule setting out the status of the work required to be carried out by MHIPL – Contractor. It is useful to extract the letter/report dated 24.05.2017 submitted before this institution by the Commissioner, BBMP which reads as hereunder;

We have entrusted to develop 1512 houses for the Economically Weaker Section at Ejipura, Bengaluru to M/s Maverick Holdings & Investments Pvt. Ltd., based on transparent tender basis. This was subjected to legal scrutiny by the High Court and has taken some time for it to materialize.

In the mean time after M/s MHIPL has given us the time table/schedule/bar chart for the construction of the houses for Economically Weaker Section, (the bar chart for the same is annexed) we have requested M/s MHIPL to complete and handover these houses at least 6 months to 8 months in advance of the bar chart that has been submitted to us. We shall inspect the same from time to time and make sure that these houses are given to the EWS as soon as possible.

53. It is also useful to extract the schedule/chart which has been enclosed by the Commissioner, BBMP, which was given by MHIPL – Contractor.

As could be seen from the chart, the work was required to be commenced with effect from June-2017 and was required to be completed by Dec – 2018.

54. Further, since, it was brought to my notice that 'Pillagaluve' which is crossing across the project is required to be shifted, when I visited the spot on 13.12.2017, the Deputy Commissioner, Bengaluru Urban District who was present had made a submission that after obtaining a report from the Joint Director of Land Records, he will be able to get the 'Pillagaluve' shifted. Further, when Sri Manjunath Prasad, Commissioner, BBMP pointed out that there cannot be any obstruction for shifting 66 KV Electricity Transmission Line, after some discussion, Sri. H. Nagesh, Director of KPTCL^{who} was also present along with Sri Chandrashekaraiiah, Chief Engineer, and Sri Renuprasad, Superintending Engineer submitted that they would discuss the matter further and take a decision. Therefore, they were directed to be present on 18.12.2017 at 11:30 A.M. in the chamber of Lokayukta. Accordingly, on 18.12.2017, the Director (Transmission), Chief

Engineer, and other Engineering staff of KPTCL were present and they have agreed to get the work of shifting of HT Line done under self execution of KPTCL.

55. In the light of the discussion that had taken place at the spot on 13.12.2017 in the presence of the Deputy Commissioner, Bengaluru Urban District and also M.D., MHIPL, the Deputy Commissioner had agreed to shift 'Pillagaluve' and accordingly he made an order on 31.12.2017 for shifting the 'pillagaluve' from across the project site to the edge. Similarly the KPTCL authorities have shifted 66 K.V. HT Line as requested.

56. The proceedings dated 13.12.2017 shows that the Deputy Commissioner, Bengaluru Urban District and the Officers of KPTCL have conceded to the request without any loss of time on the suggestions made to them. They have shifted the Pillagaluve and 66 K.V. H.T. Line. These are the only two issues MHIPL had raised to proceed with the construction of the EWS quarters. The above factual aspects were highlighted in this report only with a view to show that



MHIPL-contractor was given all the support and co-operation by the concerned authorities to enable it to proceed with the construction of EWS quarters in terms of the agreement. Since, the said requirements pointed out by MHIPL had been complied with, it was the duty and obligation on the part of MHIPL to complete the project as per the approved Joint Development Agreement. It is relevant to point out that the other party to the Joint Development Agreement being the BBMP, the MHIPL - Contractor cannot have any difficulty or problem in proceeding with the execution of the work, so long as the BBMP does not raise any objection. However, the materials on record indicates and I am also fully satisfied with the materials on record that the MHIPL-contractor was not willing to complete the project within the time schedule as per the Joint Development Agreement and it had committed breach of the terms of the agreement. The order sheet of the proceedings indicates that the MHIPL-contractor was raising one objection or the other, which lacked merit for its delay to proceed with the work.



57. It is the stand of MHIPL - Contractor that while the process of shifting of Pillagaluve, in the sketch prepared by the concerned Revenue Officials, the proposed shifting of Pillagaluve was shown to the northern side of the project where the construction had already been taken place and there was possibility of buffer zone etc. Therefore, MHIPL - Contractor has made an application dated 20.07.2018 before the Deputy Commissioner, Bengaluru Urban District seeking rectification of the sketch depicting the shifting of Pillagaluve from northern side to southern side of the project site. Even the said request was also complied with by the Deputy Commissioner, Bengaluru Urban District by means of his amended order dated 06.07.2021, shifting the pillagaluve from northern side to the southern side of the project. It is useful to extract the said amended order dated 06.07.2021 issued by the Deputy Commissioner, Bengaluru Urban District, which reads as hereunder;

ಪ್ರಸ್ತಾವನೆ:

ಉಲ್ಲೇಖ(1)ರ ಪತ್ರದಲ್ಲಿ ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಬರುವ ಆಸ್ತಿ ಸಂಖ್ಯೆ:1, ಸ.ನಂ.37, 38, 39, 40, 41, 42, 52, 53, 54, 55, 56, 59, 60 ಮತ್ತು 61ರ ಕೋರಮಂಗಲ (ಪಶ್ಚಿಮ ಭಾಗ) ವನ್ನಾರಪೇಟೆ, ದೊಮ್ಮಲ್ಲೂರು ಉಪವಿಭಾಗ, ವಾರ್ಡ್ ನಂ.115, ಬೆಂಗಳೂರು ಇಲ್ಲಿ ಅಧಿಕವಾಗಿ

ಹಿಂದುಳಿದ ವರ್ಗದವರಿಗೆ ವಸತಿ ಸಂಕೀರ್ಣವನ್ನು ನಿರ್ಮಿಸಿಕೊಡುವ ಮಹತ್ವರವಾದ ಯೋಜನೆಯನ್ನು ಪಾಲಿಕೆ ವತಿಯಿಂದ ಕೈಗೊಳ್ಳಲಾಗಿದ್ದು, ಈ ಸಂಬಂಧ ಖಾಸಗಿ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ (ಪಿಪಿಪಿ) ಮೆ:ಮಾವೇರಿಕ್ ಹೋಲ್ಡಿಂಗ್ಸ್ ಮತ್ತು ಇನ್‌ವೆಸ್ಟ್‌ಮೆಂಟ್ ಪ್ರೈವಿ ಲಿ ಬೆಂಗಳೂರು ಇವರೊಂದಿಗೆ ಕರಾರು ಒಪ್ಪಂದ ಮಾಡಲಾಗಿದೆಯೆಂದು ತಿಳಿಸುತ್ತಾ, ಸದರಿ ಆಸ್ತಿಯಲ್ಲಿ ಬರುವ ಪಿಳ್ಳೆಗಾಲುವೆಯನ್ನು ಒಂದು ಬದಿಗೆ ಸ್ಥಳಾಂತರಿಸಲು ಅನುಮತಿ ನೀಡುವಂತೆ ಕೋರಿರುತ್ತಾರೆ.

ಉಲ್ಲೇಖ(2)ರ ಪತ್ರದಲ್ಲಿ ತಹಶೀಲ್ದಾರ್ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ರವರು ವರದಿ ಮಾಡಿರುವಂತೆ ಪ್ರಸ್ತುತ ಬದಲಾವಣೆ ಕೋರಿರುವ ಪ್ರದೇಶವು ಈ ಹಿಂದೆಯೇ ಬಿಬಿಎಂಪಿಗೆ ಭೂ ಸ್ವಾಧೀನವಾಗಿದ್ದು, ಸರ್ವೆ ದಾಖಲೆಗಳ ಪ್ರಕಾರ ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕಾಗಿ ಮೀಸಲಿರಿಸಿ 'ಬಿ' ಖರಾಬಿನಲ್ಲಿ ದಾಖಲಿಸಲಾಗಿದೆ ಎಂದು ಹಾಗೂ ಪೂರ್ಣ ಸರ್ವೆ ನಂಬರ್ 'ಬಿ' ಖರಾಬಿನಲ್ಲಿ ದಾಖಲಿಟ್ಟಿರುವುದರಿಂದ ಪಿಳ್ಳೆಗಾಲುವೆಯ ಅಳತೆಯನ್ನು ಖಾಯಂ ಇಟ್ಟುಕೊಂಡು ಪಥ ಬದಲಾವಣೆ ಮಾಡಬಹುದಾಗಿದೆ ಎಂದು ತಿಳಿಸುತ್ತಾ, ಗ್ರಾಮ ನಕಾಶೆಯಂತೆ ಮತ್ತು ಮೋಜಣಿದಾರರು ತಯಾರಿಸಿರುವ ನಕಾಶೆಯಂತೆ ಸ.ನಂ.38, 55, 56, 60 ಮತ್ತು 61 ರಲ್ಲಿರುವ ಪಿಳ್ಳೆಗಾಲುವೆಯ ಪಥವನ್ನು ಸ.ನಂ.37, 38, 55, 56 ಮತ್ತು 59ರ ಮೂಲಕ ಹಾದುಹೋಗುವಂತೆ ಬದಲಾವಣೆ ಮಾಡುವ ಬಗ್ಗೆ ವರದಿ ಮಾಡಿರುತ್ತಾರೆ.

ತಹಶೀಲ್ದಾರ್ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ರವರ ವರದಿಯನ್ನು ಅನುಸರಿಸಿ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಬೇಗೂರು ಹೋಬಳಿ ಕೋರಮಂಗಲ ಗ್ರಾಮದ ಸ.ನಂ.37, 38, 55, 56 ಮತ್ತು 59ರ ಪಿಳ್ಳೆಗಾಲುವೆಯ 'ಬಿ' ಖರಾಬು ಜಮೀನನ್ನು ಪಥ ಬದಲಾವಣೆ ಮಾಡಿ ಉಲ್ಲೇಖ(3) ರಂತೆ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿರುತ್ತದೆ.

ಉಲ್ಲೇಖ(4) ರಂತೆ ಮೆ:ಮಾವೇರಿಕ್ ಹೋಲ್ಡಿಂಗ್ಸ್ ಮತ್ತು ಇನ್‌ವೆಸ್ಟ್‌ಮೆಂಟ್ ಪ್ರೈವಿ ಲಿ ರವರು ಮನವಿ ಸಲ್ಲಿಸಿ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಬೇಗೂರು ಹೋಬಳಿ ಕೋರಮಂಗಲ ಗ್ರಾಮದ ವಿವಿಧ ಸರ್ವೆ ನಂಬರ್‌ಗಳಲ್ಲಿ ಹಾದುಹೋಗಿರುವ ಪಿಳ್ಳೆಗಾಲುವೆಯ 'ಬಿ' ಖರಾಬು ಜಮೀನಿನ ಪಥ ಬದಲಾವಣೆಯಾಗಿರುವುದನ್ನು ಗ್ರಾಮ ನಕಾಶೆಯಲ್ಲಿ ನಮೂದಿಸಿಕೊಡುವಂತೆ ಕೋರಿರುತ್ತಾರೆ.

ತಹಶೀಲ್ದಾರ್ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ರವರ ದಿನಾಂಕ:23-11-2018 ರಂದು ಸಲ್ಲಿಸಿರುವ ವರದಿಯಂತೆ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಬೇಗೂರು ಹೋಬಳಿ ಕೋರಮಂಗಲ ಗ್ರಾಮದ ಸಂಖ್ಯೆ:1, ಸ.ನಂ.37, 38, 39, 40, 41, 42, 52, 53, 54, 55, 56, 59, 60 ಮತ್ತು 61ರ ಪಿಳ್ಳೆಗಾಲುವೆಯ 'ಬಿ' ಖರಾಬು ಜಮೀನಿನ ಪಥ ಬದಲಾವಣೆ ಕೋರಿರುವ ಬಗ್ಗೆ ಪರಿಶೀಲಿಸಲಾಗಿ, ಸ.ನಂ.37ರ ಪಹಣಿ ಕಾಲಂ 09 ರಲ್ಲಿ This RTC does not have any owner ಎಂಬುದಾಗಿ ನಮೂದಾಗಿರುತ್ತದೆ. ಸ.ನಂ.37ರ ಪಹಣಿ ಕಾಲಂ 11 ರಲ್ಲಿ ಸ.ನಂ.32 ರಿಂದ 72 ರವರೆಗೆ ಕಾರ್ಪೊರೇಷನ್ ಆಕ್ವೈಯರ್ ಆಗಿರುತ್ತದೆ ಎಂಬುದಾಗಿ ನಮೂದಾಗಿರುತ್ತದೆ. ಉಳಿದಂತೆ ಸ.ನಂ.38 ರಿಂದ 61 ರವರೆಗೆ ಗಣಕಯಂತ್ರದಲ್ಲಿ This RTC does not have any owner ಎಂದು ತೋರಿಸುತ್ತದೆಂದು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಮುಂದುವರೆದು ಭೂ ದಾಖಲೆಗಳ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು, ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ರವರು ಸಲ್ಲಿಸಿರುವ ಸರ್ವೆ ನಕ್ಷೆಯ ಹಾಲಿ ಸ್ಥಿತಿಯಂತೆ ಸ.ನಂ.39, 55, 56, 60 ಮತ್ತು 61 ರಲ್ಲಿ ಪಿಳ್ಳೆಗಾಲುವೆಯು ಹಾದುಹೋಗಿದ್ದು, ಹಾಲಿ ಪಥ ಬದಲಾವಣೆ ಕೋರಿಕೆಯಂತೆ ಹಾಗೂ ಭೂ ದಾಖಲೆಗಳ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು ತಯಾರಿಸಿರುವ ಸರ್ವೆ ನಕ್ಷೆಯಂತೆ ಬೇಗೂರು ಹೋಬಳಿ ಕೋರಮಂಗಲ ಗ್ರಾಮದ

ಸ.ನಂ.38 ರಲ್ಲಿ 0-03 ಗುಂಟೆ, ಸ.ನಂ. 39 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಸ.ನಂ.55 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಸ.ನಂ.56 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಮತ್ತು ಸ.ನಂ.60 ರಲ್ಲಿ 0-02 ಗುಂಟೆ ಒಟ್ಟು 0-11 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.40 ರಲ್ಲಿ 0-00.08 ಗುಂಟೆ, ಸ.ನಂ.41 ರಲ್ಲಿ 0-01.08 ಗುಂಟೆ, ಸ.ನಂ.42 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ, ಸ.ನಂ.52 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ, ಸ.ನಂ.53 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.54 ರಲ್ಲಿ 0-01.08 ಗುಂಟೆ ಒಟ್ಟು 0-11 ಗುಂಟೆ ಪಿಳ್ಳೆಗಾಲುವೆ ಎಂದು ಗುರ್ತಿಸಿದ್ದು, ಆಕಾರ್‌ಬಂದ್‌ನಂತೆ ಪೂರ್ಣ 15-25 ಎ/ಗುಂ ಜಮೀನು ಬಿಬಿಎಂಪಿ ವ್ಯಾಪ್ತಿಯ ಅಭಿವೃದ್ಧಿ ಹೊಂದಿರುವ ಪ್ರದೇಶವಾಗಿರುತ್ತದೆ ಎಂದು ತಿಳಿಸುತ್ತಾ, ಪ್ರಸ್ತುತ ಪರಿಷ್ಕೃತ ಸರ್ವೆ ನಕ್ಷೆಯಂತೆ ಪಿಳ್ಳೆಗಾಲುವೆಯ ಪಥ ಬದಲಾವಣೆ ಮಾಡುವ ಬಗ್ಗೆ ವರದಿ ಮಾಡಿರುತ್ತಾರೆ.

ಮುಖ್ಯ ಅಭಿಯಂತರರು, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ರವರು ಉಲ್ಲೇಖ(5) ರ ಪತ್ರದ ಮೂಲಕ ಭೂ ದಾಖಲೆಗಳ ಸಹಾಯಕ ನಿರ್ದೇಶಕರು ಹಿಂದಿನಂತೆ/ಈಗಿನಂತೆ ತಯಾರಿಸಿರುವ ನಕ್ಷೆಯಂತೆ ಪಿಳ್ಳೆಗಾಲುವೆಯ ಪಥ ಬದಲಾವಣೆಗೆ ಅನುಮೋದನೆ ನೀಡಬೇಕೆಂದು ಮತ್ತು ಇದರಿಂದ ಯಾವುದೇ ತಾಂತ್ರಿಕ ತೊಂದರೆಗಳು ಉಂಟಾಗುವುದಿಲ್ಲವೆಂದು ಅಭಿಪ್ರಾಯ ನೀಡಿರುತ್ತಾರೆ.

ಮೇಲಿನ ಪತ್ರಗಳಲ್ಲಿನ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಈ ಕೆಳಕಂಡಂತೆ ತಿದ್ದುಪಡಿ ಆದೇಶ ಹೊರಡಿಸಿದೆ.

ತಿದ್ದುಪಡಿ ಆದೇಶ

ಸಂ.ಎಲ್‌ಎನ್‌ಡಿ(ಎಸ್)ಸಿಆರ್‌270/17-18

ದಿನಾಂಕ: 06-07-2021

ಮೇಲಿನ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವಂತೆ ಆದೇಶ ಸಂಖ್ಯೆ: ಎಲ್‌ಎನ್‌ಡಿ(ಎಸ್)ಸಿಆರ್‌/270/17-18 ದಿನಾಂಕ 21-12-2017 ರಲ್ಲಿನ ಅಂಶಗಳ ಭಾಗಶಃ: ಮಾರ್ಪಡಿಸಿ, ಭೂ ಮಾಪನ ಮತ್ತು ಭೂ ದಾಖಲೆಗಳ ಇಲಾಖೆಯು ತಯಾರಿಸಿರುವ ಪರಿಷ್ಕೃತ ನಕ್ಷೆಯಂತೆ ಬೆಂಗಳೂರು ದಕ್ಷಿಣ ತಾಲ್ಲೂಕು ಬೇಗೂರು ಹೋಬಳಿ ಕೋರಮಂಗಲ ಗ್ರಾಮದ ಸ.ನಂ.38 ರಲ್ಲಿ 0-03 ಗುಂಟೆ, ಸ.ನಂ. 39 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಸ.ನಂ.55 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಸ.ನಂ.56 ರಲ್ಲಿ 0-02 ಗುಂಟೆ, ಮತ್ತು ಸ.ನಂ.60 ರಲ್ಲಿ 0-02 ಗುಂಟೆ ಒಟ್ಟು 0-11 ಗುಂಟೆ ಜಮೀನನ್ನು ಕರ್ನಾಟಕ ಭೂ ಮಂಜೂರಾತಿ ನಿಯಮಗಳ 1969 ನಿಯಮ 28(ಎ) (1)ರಡಿ ಪಥ ಬದಲಾವಣೆ ಮಾಡಿ, ಸದರಿ ಗ್ರಾಮದ ಸ.ನಂ.40 ರಲ್ಲಿ 0-00.08 ಗುಂಟೆ, ಸ.ನಂ.41 ರಲ್ಲಿ 0-01.08 ಗುಂಟೆ, ಸ.ನಂ.42 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ, ಸ.ನಂ.52 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ, ಸ.ನಂ.53 ರಲ್ಲಿ 0-02.08 ಗುಂಟೆ ಮತ್ತು ಸ.ನಂ.54 ರಲ್ಲಿ 0-01.08 ಗುಂಟೆ ಒಟ್ಟು 0-11 ಗುಂಟೆ ಪಿಳ್ಳೆಗಾಲುವೆ 'ಬಿ' ಖರಾಬು ಜಮೀನನ್ನು ಕರ್ನಾಟಕ ಭೂ ಕಂದಾಯ ಕಾಯ್ದೆ 1964ರ ಕಲಂ 71 ಕಾಯ್ದಿರಿಸಿ ಆದೇಶಿಸಿದೆ.

ಉಳಿದಂತೆ, ದಿನಾಂಕ:21-12-2017 ರ ಆದೇಶದಲ್ಲಿನ ಷರತ್ತುಗಳು ಅನ್ವಯಿಸುತ್ತದೆ.

ಸಹಿ/-

(ಜಿ.ಮಂಜುನಾಥ್)

ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು,

ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ, ಬೆಂಗಳೂರು.

58. It is relevant to point out that this amended order was made by the Deputy Commissioner, in view of the request made by the MHIPL that it had instead of commencing the work at southern side, it had already commenced the work at northern side. The amended order dated 06.07.2021 made by the Deputy Commissioner permitting it to commence the work on the southern side will not be of any assistance to the MHIPL-contractor in support of its defence for the delay in execution of the work.

59. As observed by me earlier, though MHIPL – Contractor had commenced the work of construction of EWS quarters in the month of June – 2017 on the application filed by MHIPL – Contractor on 02.05.2019 seeking for commencement certificate, the BBMP had issued commencement certificate for construction of 1014 EWS quarters at Block No.2 and 3 consisting of Basement+Ground+9 Floors.

60. Further, the material on record also shows even before the issuance of commencement certificate, the MHIPL – Contractor had commenced the work. The issue of

commencement certificate in the facts and circumstances of the case was only an empty formality and it was a plea raised by the MHIPL - Contractor as a defence for the breach of the terms of the agreement committed by it in not completing the construction of EWS quarters within the time prescribed in the agreement.

61. It is the case of MHIPL - Contractor that in view of shifting of Pillagaluve and HT Line from the middle of EWS quarters to the edge of the project site and also for construction of commercial building, it has sought for modification of the plan from BBMP and as well as from BDA. It is relevant to point out that the Joint Development Agreement relates to total extent of land measuring 15.72 Acres, out of that approximately 8 Acres was reserved for EWS quarters and remaining land was for commercial purposes for the benefit of both BBMP and MHIPL - Contractor in terms of the Joint Development Plan, each one of them sharing 50% of the land. It is useful to extract the schedule-II of Joint



Development Agreement set out in Schedule given to the agreement which reads as hereunder;

Schedule-2

1.3 The maximum area allowed for the development of EWS facility shall not exceed approximately 8 Acres. This area shall be exclusively demarcated for developing the EWS facility and it shall be clearly separated with a compound wall from the balance of the project facilities.

The total commercial built up area, which is going to be constructed by the concessionaire, cannot be determined on the date of execution/registration of this agreement, since the statutory clearances/plan sanctions are not yet obtained.

62. On 29.06.2019, the BDA had sent a proposal to the Government seeking approval of the change of plan use with 70% commercial and 30% residential construction. However, the Government by means of its communication dated 19.10.2019 addressed to the Commissioner, BDA, refused to approve the modified development plan proposed by MHIPL-contractor. The decision of the Government appears to me refusing to approve the modified plan as proposed by MHIPL-contractor was justified in law as BBMP and MHIPL were

governed by the terms of the joint development agreement. In my view, it was not permissible for MHIPL - contractor to seek for issue of modified plan in the terms as sought for by it. At any event of the matter seeking for issue of modified plan as stated above cannot be a ground to delay the construction of EWS quarters in respect of which BDA had issued development plan and the BBMP had issued a sanctioned plan and license and MHIPL had commenced construction of EWS quarters. The very attempt made by MHIPL - Contractor seeking for modified plan appears to me is either an attempt to cover up the delay in construction of the EWS quarters or it is intended to modify the extent of land for commercial exploitation by which it will be benefited. The very conduct of MHIPL - Contractor in seeking for modified plan as stated above must be considered as a breach of the terms of the contract by MHIPL - Contractor and the refusal of modification of the plan as sought for by MHIPL - Contractor either by the BDA or by the Government cannot enure to the benefit of the MHIPL - Contractor for ^{its} ~~his~~ breach in complying with the terms of the joint development Agreement by constructing



EWS quarters within the time stipulated. When the MHIPL - Contractor was not entitled to seek for modification of the plan; and seeks for modification, in law it must be considered as breach. The delay on its part on the ground that modified plan is not granted by the authority cannot be considered as the defence. However, the MHIPL - Contractor had filed writ petition no. 3904/2020 against the endorsement dated 14.11.2019 issued by the BDA pursuant to the order passed by the Government refusing to modify the development plan before the Hon'ble High Court of Karnataka. The Hon'ble High Court of Karnataka by means of its order dated 21.10.2020 disposed of the writ petition with a direction to the Government to consider the application of MHIPL for change of land use.

63. The statement dated 21.07.2020 filed by MHIPL indicates that the Government by means of its order dated 15.05.2021 granted permission for change of land use of balance land of project from mixed use zone to commercial use after reserving 7.25 Acres for EWS construction.

Subsequently, the BDA has issued demand notice dated 31.05.2021 to pay the betterment charge and simultaneously, BDA was in the process of considering the modified development plan submitted by MHIPL which is yet to be approved. Further, it is stated that since there was delay in granting approval of modified plan, MHIPL was not able to complete the construction within the time stipulated. I am of the view there is no merit in this contention.

64. Now let me consider the question as to whether in view of the pendency of the approval of modified development plan for land usage sought by MHIPL, caused any impediment for MHIPL to continue with construction of EWS flats in terms of the commencement certificate dated 26.06.2019 and the plan sanctioned by BBMP/BDA and in terms of the Agreement and also statement made by the MHIPL before this institution by means of its undertaking/declaration dated 24.05.2017 and 25.05.2017 and also before the Hon'ble High Court in the Writ Petition referred to above.



65. It is relevant to point out that Article-1 of the Concession Agreement dated 02.01.2012 defines various terms used in it. The definition of the 'project facilities', 'EWS facilities' and 'additional facilities' are relevant for the purpose of answering the said question. 'Project facilities' includes both EWS facilities and Additional Facilities. 'EWS facilities' including 1640 EWS flats and other related facilities to be engineered and constructed on the site by the Concessionaire (MHIPL) in accordance with Schedule-2. Schedule-2 narrates in detail the construction requirement and prescribes the area of construction, demolition and disposing of material and survey and excavation as well as specific requirements to be provided at EWS facility such as facilities to be provided in each flat and each block and as well as the area surrounding such flats including maintenance of lighting, greenery, water facility, coverage, roads and footpath, amenities, compound wall, gate and storm water drain. 'Additional facility' relates to facilities which the Concessionaire (MHIPL) may build, provide or procure in the area remaining in the site after construction of EWS facility. Such 'additional facility' is for both commercial

and residential facilities and it provides for both the BBMP and Concessionaire's share.

66. The term Concessionaire's Share is define to mean built up area along with common area, facilities, benefits together with proportionate undivided shares, right, title and interest in the site and additional facilities owned by the concessionaire (MHIPL). It further states that the undivided share in the 'site' shall be in exclusion of EWS area (not exceeding 08 Acres) and stipulated to be 3 Acre 82 Cents approximately which is agreed to be transferred to concessionaire (MHIPL). The term 'site' has been defined to mean the land measuring 15 Acres 64 Cents including all minor roads and path ways located in Ejipura, Koramangala, Bengaluru.

67. The statement dated 21.01.2021 filed by MHIPL indicates that the application submitted by it related to additional facilities ('and not for construction of EWS facilities'). It is the case of MHIPL that project in question was undertaken by way of Public Private Partnership (PPP) and



therefore, mere construction of EWS flats is not economically viable to the Contractor without permission to construct commercial blocks which are part of additional facilities and not EWS facilities as defined in concession agreement dated 02.01.2012. Further, it is contended that construction of commercial complex is also a part of the project. However, it is not in dispute that the contractor was free to utilize the balance land for commercial construction, out of which 50% of share would go to BBMP. Therefore, the rights, liabilities and requirements of the project as well as the conditions governing to it are to be ascertained only with reference to the concession agreement dated 02.01.2012 and amended agreements dated 27.05.2013 and 02.12.2014.

68. The terms of the agreement makes it clear that the agreement consists of two parts, one setting out the rights and obligations of the parties relating to construction of EWS quarters and the other commercial component. The agreement mandates the MHIPL to first construct the EWS quarters. This is clear from Article 1.1 of the Concession

Agreement dated 02.01.2012. It is useful to extract the said clause set out in the Article 1.1 which reads as hereunder;

“Additional Facilities” shall mean all facilities, which the Concessionaire may build, provide or procure in the area remaining in the site after construction of the EWS Facility, for commercial/residential purposes consistent with Good Industry Practice and in accordance with this Agreement, and shall comprise BBMP’s Share and Concessionaire’s Share.

69. The reading of the Article 1.1 makes it clear that the defence of MHIPL that since his application for modified plan was pending, it could not proceed with the construction of EWS quarters is devoid of any merit and substance. The said contention appears to me is a desperate attempt to wriggle out of its default to complete the construction of EWS quarters within the time stipulated. The application for modified plan was made by MHIPL on its own violation to take the advantage for its benefit of larger extent of land in a commercial area, if not as a defence for the delay in construction of EWS quarters. Seeking for modification of the plan and institution of legal proceeding and filing of W.P. No. 3904/2020 and



subsequent approval of the modified plan by the authorities, in my considered view will not be of any assistance to MHIPL as defence for the inordinate delay in completion of EWS quarters and breach of terms of the agreement. The pendency of the application and consideration of the same and subsequent modification of plan for commercial space has nothing to do with the completion of the EWS quarters. It is necessary to notice that the agreement was entered into on 02.01.2012 and subsequently MHIPL has undertaken in the joint memo filed in Writ Petition No.45915/2011 which came to be disposed of on 24.08.2012 that it would complete the construction of the EWS quarters within 24 months from the date of issuance of commencement certificate. It is useful to extract the joint memo dated 24.08.2012 referred to above which reads as here under:-





10978
Smirangatej
A-10

IN THE HIGH COURT OF KARNATAKA AT BANGALORE

WRIT PETITION NO.45915/2011 (PIL)

BETWEEN

1. Smt Meena S
2. Smt E Pramila
3. Smt. Irudhyamary
4. Sri. S. Ravi
5. Sri. S. Feroz
6. Smt. Ratnamma
7. Sri. M. Keshavalu
8. Smt. Shivashanthi
9. Smt. Meenakshi R
- 10 Sri. M. Venkitesh
- 11 Smt. Amuda Dass
- 12 Sri. Ramachandran
- 13 Smt. Bharathi

High Court of Karnataka, Bangalore
Case No. 45915/2011 (PIL) AMP
Produced by - Parvathy DSP
Admitted through Comptroller for papers
Marked for - Sr. H. S. S. S.
Exhibit No. - C

Date: 24.05.2012
Judge: H. S. S. S.

Petitioners

AND

1. State of Karnataka
2. Bruhat Bangalore Mahanagara Palike
3. Maverick Holding & Investment (P) Ltd.
4. Economically Weaker Section Residential Welfare Association
5. Sri. Daniel Richard
6. Sri. S. Govindraj
7. Smt. K. Kodhanatchi
8. Smt. K. Ushadevi



This certificate copy contains 13 pages
and a court fee stamps of Rs. 13 is affixed

9. Smt. K. Saravani
10. Smt. Saraswathi
11. Sri. Keshavelu
12. Smt. Fathima
13. D. Arul
14. Sri. G. Shanmugan
15. S. Marian Alfred
16. K. Shivanna
17. Sri. S. John Dass
18. Smt. Queeni
19. Smt. Savithramma
20. Nabesabi
21. Smt. K. Usha
22. Smt. Devi M
23. Sri. P.M. Rajendran
24. Sri. C. Sigamani
25. Smt. Menaka Gopala
26. Sri. R Rameshkumar
27. Sri. P. Velu
28. Sri. Janaki Ram M
29. Smt. Khurshid Unnisa
30. Sri. S. Ravi
31. Sri. N Vijayakumar
32. Sri. Imthiaz Basha
33. Sri. K. Ramesh
34. P V Thirumurugan
35. Smt. Pushpa Jayanthi
36. Sri. Udaya Subyan K
37. Sri. C. Moola Kondaiah
38. Smt. Rosy Marry
39. Sri. Rajamani
40. Sri. A.M. Shivalingam
41. Smt. Majula
42. K. Sundara Murthy
43. Aslam Khan
44. Smt. Chandra



1/11/15

- 45. Sri. Ravi :
- 46. Smt. Saraswathi Amma
- 47. Smt. Geetha
- ~~48. Smt. Devika Jagannath Pille~~
- 49. Smt. Rani
- 50. Sri. Devaraju K
- 51. Smt. Suguna Das
- 52. Smt. Shahajadi Begam
- 53. M. Velu
- 54. Smt. Sharadamma

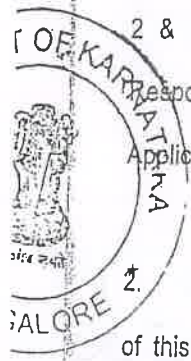
Respondents

JOINT MEMO FILED BY PARTIES

The Parties to the above Writ petition respectfully submit as under:

1. The Petitioners have filed the above Writ petition as a Public interest litigation seeking a Writ of Mandamus or a direction commanding the Respondents to allocate funds and expeditiously start re-construction of EWS Quarters and for constituting Committee comprising of representatives of the State and the Petitioners and other eminent members of the society to monitor the re-construction of E.W.S. building and for an assurance towards re-allotment. In pursuance of the Notice issued by this Hon'ble Court, the Respondents 2 & 3 have entered appearance and filed their objections. The Respondents 4 to 54 were impleaded as Respondents on the Applications filed by them.

2. During the hearings of the above Writ petition, at the intervention of this Hon'ble Court, the parties have met on various occasions to



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consensus on the additional benefits to be provided to the Petitioners/Original EWS allottees over and above the scope of the scheme contemplated in the concession agreement dated 02.01.2012 and the respective obligations of the parties to enable the project to be completed expeditiously and maintained efficiently. The Parties deem it appropriate to place the consensus by way of the present Joint Memo before this Hon'ble Court and seek appropriate directions from this Hon'ble Court.

3. Obligations of Respondent No 3.-

- a) The Respondent No. 3 shall undertake the construction of 1512 flats in the EWS area, instead of 1640 Flats, as contemplated under the Concession Agreement dated 2/1/2012.
- b) It has been agreed that the EWS facility shall be spread over 7.25 acres and shall consist of 26 blocks having 1,512 flats, lifts, driveways, basement car parking area and provisions for community center, civic amenities & park and will be bounded by compound wall.
- c) The Respondent No. 3 shall maintain the common areas of the EWS facilities and parks etc., for a period of 32 years.
- d) The Respondent No. 3 will obtain change of land use with regard to the project land and the Respondent No. 2 will provide all support and assistance in obtaining such change of land use. The petitioners shall extend meaningful cooperation.



The construction of the building will comply with the requirements of CDP 2015 and existing Building bye-laws existing as or. date.

Transit sheds will be provided by the Respondent No. 3 in the area designated by the Respondent No. 2 to those

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original allottees only, who are currently residing in the project area of 15.64 acres (approximately 250 to 300 allottees), till the new construction is completed by the Respondent 3. At the above said site the Respondents 3 shall ensure the provision of basic amenities such as community toilets and bathrooms. In the alternative, in respect of those of the original allottees who are now residing in the project area of 15.64 Acres (approximately 250 to 300 allottees) and do not opt to move to the area designated by Respondent No 2, Respondent No. 3 will pay a lump sum one time compensation of Rs 30,000/- to each of such original allottees in lieu of the relocation or rehabilitation in the designated area. The maximum number of original allottees to be provided monetary compensation / relocation as above will not exceed 300 in any event.

- g) The Respondent No. 3 is required to complete construction of EWS Apartments within 24 months from the date of issuance of commencement certificate. If for any reason Respondent No. 3 does not complete the EWS apartments, Respondent No. 2 assures the Petitioners that it will take steps to complete the construction and hand over the apartments to allottees within a reasonable period of time.
- h) The Respondent No. 3 will provide in all 52 Elevators in the EWS Complex i.e. 2 lifts to each of the 26 housing blocks. Out of these, there will be 5 lifts, which will have the capacity to carry stretchers.
- i) The Respondent No. 3 shall ensure that, with continuous power backup, atleast one lift per block shall operate 24 hours a day i.e., (round the clock) subject to normal maintenance. Further, it was also agreed that all lifts and common areas shall be supported by 24 hours power back-



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exclusive use of EWS allottees. The parking area provided in the basement for the exclusive use of the ~~EWS Facility will be used solely for the purpose of parking of vehicles of EWS Allottees only.~~

4. Petitioners/ Original allottees of EWS quarters shall abide by the following:

- a) A handbook of maintenance of common areas and the respective apartments shall be signed by the respective allottees at the time of taking possession of the property and this shall be adhered to strictly by the allottees. The terms and conditions of the Hand Book of Maintenance shall be negotiated and mutually agreed upon by the BBMP, Respondent No. 3 and the EWS Welfare Association, representing the original allottees in the present proceedings.
- b) The Petitioners agree that out of 15.64 acres of Project area, an area of 7.25 acres of land (which includes the area earmarked for Civic Amenity i.e 0.78 Acres and a portion of the area earmarked for park i.e 1.10 Acres forming proportionate part of 10% of the project land of 15.64 Acres) shall be for the exclusive use of EWS facilities. The entire area of 7.25 acres will be compounded and be for the sole enjoyment and possession of the original allottees.
- c) Parties agree that there should be a 20 years non-alienation clause which prevents the allottees from alienating the EWS Apartments subject to creating mortgage in favour of scheduled banks or state corporations.



5. Obligations of Respondent No. 2:

- a) Within 8 weeks from the decision of the this Hon'ble Court, Respondent No. 2 agrees to hand over clear and vacant

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possession of 15.64 acres of unencumbered land to Respondent No. 3 in its entirety to enable Respondent No 3 to commence the project as per the concession agreement. Parties seek appropriate directions from this Hon'ble Court for effecting evacuation of occupants of the project area, many of whom are unauthorised occupants, and/or are not amongst the Original 1512 Allottees of the EWS Apartments.

- b) Respondent No. 2 agrees to sanction all statutory plans, requirements etc., expeditiously to Respondent No. 3 to enable Respondent No. 3 to proceed with the project expeditiously as per the concession agreement and this joint memo.
- c) Respondent No. 2 who is a partner in this Public Private Partnership shall extend all cooperation on best effort basis to Respondent No. 3 in getting any permissions, sanctions from other statutory authorities and the Government in a timely and expeditious manner and shall extend all the required cooperation at all times to ensure the completion of the entire project on time.
- d) The Respondent No. 2 will provide, apart from the Community Center to be provided by the Respondent No. 3, a Primary Health Centre and Anganwadi facilities in the area earmarked for civic amenities.
- e) The Respondent No. 2 shall execute Registered Sale deeds in respect of the Apartments along with corresponding undivided interest in the land of EWS facility as per law, relinquishing its right, title and interest in favour of each of the 1512 original allottees immediately on completion of the EWS facility. The stamp duty and registration fee shall be borne by the allottees. However, the basis for calculation of the Stamp Duty and registration Charges the original allotment price mentioned in the



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Lease cum sale agreements which each of the allottees is obliged to pay.

- f) The Project Engineer will be appointed by the Respondent No. 2. Apart from the project engineer, the construction of EWS Facility shall be monitored by the panel consisting of Commissioner BBMP, Engineer in Chief, BBMP and an engineer nominated by CPWD.
- g) The BBMP shall ensure that the Park, Civic Amenity and open spaces are utilized as per CDP for the specific purpose only.
- h) Respondent 2 ensure that the area designated for temporary rehabilitation shall be accessible in terms of roads, medical facilities and transportation.
- i) Respondent No. 2 guarantees all the original allottees that even if the construction of the EWS Flats is not commenced or left incomplete by the Respondent No. 3 under any circumstances whatsoever the BBMP shall take necessary steps in consultation with State Government to complete the EWS facility within a reasonable time.
- j) The Respondent No. 2 will also take steps to invoke bank guarantee as per the concession agreement in the event the Respondent No. 3 fails to complete the construction of EWS facility within the time stipulated.

WHEREFORE, it is prayed by all the parties that these agreed aspects may be placed on record and the Parties respectfully pray that this Hon'ble Court may be pleased to pass appropriate Orders and directions in the interest of justice.

Bangalore

DI 24.03.2012



[Signature]
Petitioners

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S. C. SHROVENADAM

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Advocate for Petitioners

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[Signature]
 Advocate for Respondent 2
 SUBRAMANYA R

Petitioners

[Signature]
 No. 1. Respondent 2
 Commissioner BBMP
 SHANKARALINGE Gowda

[Signature]
 Engineer in Chief 23/8/12
 Signatory to the Concession Agreement

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It is submitted by the parties that these agreed aspects may be placed on record and the Parties respectfully pray that this Hon'ble Court may be pleased to pass appropriate orders and directions in the interest of justice.

Bangalore,

Dt.

Advocate for Petitioners

1. S. Meena
2. E. Poornika
3. B. B. Narasimha
- 4.
5. *is it*
6.  L.T.M of Ratnamma
7. M. S. S. S. S. S.
8. Siva Shakti
9. Meera Shri
10. *Handwritten name*
11.  L.T.M of Ravachandran
12. 
13. 

L.T.M of Bharadi

PETITIONERS



Advocate for Respondent No 2

Respondent No 2

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For MAVERICK HOLDINGS & INVESTMENTS PVT. LTD.

JS
(S. P. ANNA)

[Signature]
Managing Director

Advocate for Respondent No 3

Respondent No 3

B. H. UDAY
M. D. MS MAVERICK HOLDINGS
& INVESTMENTS (PVT) LTD
BANGALORE

Advocate for Respondent No. 4

Respondent No.4

[Signature]
ANIVAN JOSEPH

EWS WELFARE ASSOCIATION
[Signature]
General Secretary

Advocate for Respondents No. 5 - 32

Respondents No.5 - 32

[Signature]
ANNA LUCIA.

5. Jonil Richard

6. S. Gair

7. K. Kodhenthil

8.

9. H. Saravani

10. S. S. A

11. Anulu

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15. *[Signature]*

16. K. Phinane

17. *[Signature]*



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19.

20. Nobesa

21. K Suresh moorthy

22. Lilly Patakin

23. Sudevi Mary . 19

24.

25. Josephine Felicità

26. [Redacted]

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30. [Redacted] h.t.m. of Ashpa

31. Jameeda

32. [Signature]



K. Chandramath Arigo
Advocate for Respondents No. 33 - 54

Respondents No. 33 - 54

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34. B. puksa Jayanthi

35. Elayar Sanyas

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36. *Udaya Somp*

37. *ans*

38. *Rady.*

39. *Rajammal*

40. *[Signature]*

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43. *[Signature]*

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47. *Geetha*

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51. *[Signature]*

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53. *M. Vela*

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- a) The date on which the application was made ... *25/12/12*
- b) The date on which charges and addl charges filed ...
- c) The date on which the charges and addl charges if any are received ...
- d) The day on which the case is ready ... *17/9/12*
- e) The date of notifying that the copy is ready for delivery ... *17/9/12*
- f) The date on which copy is delivered to the applicant ... *17/9/12*

TRUSTEE
[Signature]
 Section Officer
 High Court of Karnataka
 Bangalore - 560 001

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Paragraph 3 (g) of the joint memo extracted above mandates the MHIPL-contractor to complete the construction of EWS quarters without undue delay. Further, the very same clause and clause 5(i) of joint memo also empowers the BBMP to take over the project and complete the construction within a reasonable time if the MHIPL is not able to complete the project on any ground. Any ground in the facts and circumstances of the case must be considered as the delay in execution of the project even assuming that MHIPL-contractor ^{is not} at default.

70. Further, the order made in Writ Petition No. 14564-565/2009 filed by the two allottees of the quarters directing the BBMP to ensure the construction of building immediately and put the displaced family in occupation of the residential flats holds the field and binding on the parties. After the agreement dated 02.01.2012 MHIPL had only made an application to the BDA for grant of the development plan which was sanctioned by the BDA on 18.08.2014. There is no material placed by the MHIPL that it had pursued the approval of the plan with BDA with due

diligence and care, except that it had filed an application in Writ Petition No. 3676/2008 and W.P.No.43472-74/2011 seeking for a direction to the BDA for approval of the development plan. Thereafter, BDA had issued the development plan on 18.08.2014. Thereafter, no progress was made by MHIPL-contractor. The materials on record show that the MHIPL for the first time made an application for issue of commencement certificate on 02.05.2019 though it had commenced the construction of the work in the month of June 2017. These facts are also borne out by records (i.e the order sheet maintained by this Institution).

71. The material on record and the directions given by me on several dates particularly for Deputy Commissioner, Bengaluru Urban District and Director, Karnataka Power Transmission Company Ltd., clearly shows that every effort was made to assist the MHIPL to complete the construction of EWS quarters, keeping in mind the plight, hardship and difficulty that is being faced by 1512 poor families. As observed by me earlier, they had paid 20% of the advance amount to the BBMP for construction of the EWS quarters.



On account of the total callousness on the part of the officials of BBMP and the Contractors who have earlier entrusted with the work, portion of the EWS quarters earlier constructed had collapsed and the remaining portion came to be demolished as it was not suitable for living.

72. The Concession Agreement was entered into as back as on 02.01.2012. No doubt, the litigations were instituted challenging the award of contract to MHIPL. However, it was prior to the agreement dated 02.01.2012. As observed by me earlier, the Writ Petition came to be withdrawn and in W.P. Nos. 14564-65/2009 which was clubbed with the Writ Petition filed by the unsuccessful bidder, the learned single Judge of the Hon'ble High Court had directed the BBMP and MHIPL to complete the construction expeditiously. At the risk of reptetition, I would prefer to extract the order of the Hon'ble High Court, which reads as hereunder;

In the result, the Writ Petition No. 13918/2008 is dismissed with cost quantified at Rs.50,000/-/ Writ Petition Nos.

14564-565/2009 are orderd accordingly, and a mandamus is issued to the respondent-BMP to ensure the construction of the buildings immediately and put the displaced families in occupation of the residential flats.

73. It is on record that a contempt petition in CCC No.951/2016 filed for failure to comply with the directions given by the Hon'ble High Court in W.P. No.45915/2011 is pending consideration before the Hon'ble High Court of Karnataka. Therefore, I would avoid making any observation on that behalf in this proceeding, it is for the Hon'ble High Court to examine the matter for not complying with the directions given in its order made in W.P. No.45915/2011 and take appropriate action against the concerned. However, it is necessary to point out that the direction given in the Writ Petition continues to be in operation and the order made in the Writ Appeal No.3793/2010 on the basis of joint memo filed by the parties will not dilute the said direction. It is relevant to point out that the Petitioners in Writ Petition No. 14564-565/2009 referred to above were not parties to the joint memo and not parties to the order made in the appeal. In



the Writ Appeal, the Writ Petition filed by M/s. Akruthi Nirman Private Limited only came to be dismissed as withdrawn and not the Writ Petition No. 14564-565/2009 filed by Smt. Noorjan and Smt. Pyarejan.

74. It is evident from the record that the modified plan relates to development of commercial building and not for EWS flats. Under these circumstances, it must be observed that the modified development plan and modified sanctioned plan for land usage was not necessary for the purpose of completing the construction of EWS flats although it is necessary for construction of additional facilities which is solely meant as value addition to the commercial interest and benefit of the MHIPL-contractor and BBMP. Therefore, there was no impediment for MHIPL to proceed with the construction of EWS flats in accordance with the terms of agreement dated 02.01.2012 and amended agreements dated 27.05.2013 and 02.12.2014.

75. Further, as observed earlier, on the application filed by MHIPL-contractor for the first time on 02.05.2019, the

commencement certificate dated 26.06.2019 was also issued by the BBMP for construction of 1014 flats in Block No.2 and 3, though it had started construction of the quarters during the month of June 2017. There is no material on record to indicate that what made MHIPL-contractor to cause delay in seeking for issuance of commencement certificate for construction of EWS quarters when it had actually commenced construction of quarters in the month of June 2017, unless its whole intention was to take advantage of the stipulation of agreement regarding the period of 24 months has to be counted from the date of issuance of commencement certificate. In my considered view such conduct on the part of MHIPL- contractor will not come to its rescue for its default in completing the construction of the EWS quarters expeditiously within the period prescribed under the agreement and also in terms of the order made in the Writ Petition referred to above. Further, even if the issuance of the commencement certificate dated 26.06.2019 is also taken into consideration, the MHIPL-contractor has failed to complete the construction of EWS quarters within 24 months from

the said date. Looked at from any point of view, the only fair and reasonable conclusion that one can arrive at is that the MHIPL has committed breach of terms of the agreement resulting in serious consequences relating to life & liberty of 1512 families for whose benefit the project in question was conceived and sought to be implemented.

76. The material placed on record indicates that as on 22.06.2021 only 114 flats have been constructed and presently no construction is under progress. In this regard, it is useful to extract the statement dated 22.06.2021 filed by the BBMP which reads as hereunder;

BRUHAT BENGALURU MAHANAGARA PALIKE

ಸಂಖ್ಯೆ: ಜಂ.ಆ/ಪೂ/ಪಿಆರ್/52/2021-22

ಮುಖ್ಯ ಆಯುಕ್ತರು ರವರ ಕಛೇರಿ,
ಎನ್. ಆರ್, ಚೌಕ.

ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಕಛೇರಿಗಳು,
ಬೆಂಗಳೂರು ದಿನಾಂಕ: 22-06-2021

ರವರಿಗೆ,

ಮಾನ್ಯ ಅಪರ ನಿಬಂಧಕರು,
ವಿಚಾರಣೆಗಳು-02
ಕರ್ನಾಟಕ ಲೋಕಾಯುಕ್ತ,
ಬೆಂಗಳೂರು.

ಮಾನ್ಯರೆ,

ವಿಷಯ:-

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ವ್ಯಾಪ್ತಿಯಲ್ಲಿನ ಈಜೀಪುರದಲ್ಲಿ ಆರ್ಥಿಕವಾಗಿ ಹಿಂದುಳಿದ ವರ್ಗದವರಿಗೆ 1512 ವಸತಿ ಸಂಕೀರ್ಣದ ಕಾಮಗಾರಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ವರದಿಯನ್ನು ಸಲ್ಲಿಸುತ್ತಿರುವ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ:-

- 1 ತಮ್ಮ ನ್ಯಾಯಾಲಯದ ಆದೇಶದ ಸಂಖ್ಯೆ:
ವಿಚಾರಣೆಗಳು-02, ಕರ್ನಾಟಕ ಲೋಕಾಯುಕ್ತ
ರವರ ಪತ್ರ ದಿನಾಂಕ:06-05-2021.
ಜಂಟಿ ಆಯುಕ್ತರು (ಪೂರ್ವ) ಹಾಗೂ
- 2 ಮುಖ್ಯ ಅಭಿಯಂತರರು (ಪೂರ್ವ) ರವರು
ಸಲ್ಲಿಸಿರುವ ವರದಿಯಂತೆ

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ

ವ್ಯಾಪ್ತಿಯಲ್ಲಿನ ಆಸ್ತಿ ಸಂಖ್ಯೆ 1, ಸರ್ವೆ ನಂ:37 ರಿಂದ 42, 52 ರಿಂದ 56 ಮತ್ತು 59 ರಿಂದ 61, 80 ಅಡಿ ರಸ್ತೆ, ಕೋರಮಂಗಲ (ಪಶ್ಚಿಮ ಭಾಗ) ವನ್ನಾರ್‌ಪೇಟೆ, ದೊಮ್ಮಲೂರು ಉಪ ವಿಭಾಗ, ವಾರ್ಡ್ ನಂ:115, ಬೆಂಗಳೂರು ರಲ್ಲಿ 1512 ಆರ್ಥಿಕವಾಗಿ ಹಿಂದುಳಿದ ವರ್ಗದವರ ಫಲಾನುಭವಿಗಳಿಗೆ ವಸತಿ ಸಂಕೀರ್ಣವನ್ನು ನಿರ್ಮಿಸಿಕೊಡುವ ಮಹತ್ತರವಾದ ಯೋಜನೆಯನ್ನು ಪಾಲಿಕೆ ವತಿಯಿಂದ ಕೈಗೊಳ್ಳಲಾಗಿದೆ. ಆ ಸಂಬಂಧ ಸದರಿ ವಸತಿ ಸಂಕೀರ್ಣವನ್ನು ನಿರ್ಮಿಸಿಕೊಡಲು ಖಾಸಗಿ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ (PPP Model) ಮೆ:ಮೇವರಿಕ್ ಹೋಲ್ಡಿಂಗ್ಸ್ & ಇನ್ವೆಸ್ಟ್‌ಮೆಂಟ್ಸ್ ಪ್ರೈವೇಟ್ ಲಿಮಿಟೆಡ್, ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು ಸಂಸ್ಥೆಯವರಿಗೆ ಪಾಲಿಕೆಯಿಂದ ಕರಾರು ಒಪ್ಪಂದ ಮಾಡಿಕೊಡಲಾಗಿರುತ್ತದೆ.

ಮುಂದುವರೆದು, ಉಲ್ಲೇಖಿತ ಪತ್ರದಲ್ಲಿ ಸದರಿ ಕಾಮಗಾರಿಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ಉಲ್ಲೇಖ(1) ರ ಪತ್ರದಲ್ಲಿ ತಾವು ಕೇಳಿರುವ ಮಾಹಿತಿಯನ್ನು ಉಲ್ಲೇಖ(2)ರಲ್ಲಿ ತಿಳಿಸಿರುವಂತೆ, ಜಂಟಿ ಆಯುಕ್ತರು (ಪೂರ್ವ) ಹಾಗೂ ಮುಖ್ಯಅಭಿಯಂತರರು (ಪೂರ್ವ) ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ರವರು ಲಭ್ಯವಿರುವ ಮಾಹಿತಿಯನ್ನು ಕ್ರೋಢೀಕರಿಸಿ ಸಲ್ಲಿಸಿರುವ ವರದಿಯನ್ನು ಈ ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸಿ ತಮ್ಮ ಅವಗಾಹನೆಗೆ ತಂದು ಮುಂದಿನ ಕ್ರಮಕ್ಕಾಗಿ ಕಳುಹಿಸಿಕೊಡಲಾಗಿದೆ.

ವಂದನೆಗಳೊಂದಿಗೆ,



ಸಹಿ/-

ಮುಖ್ಯ ಆಯುಕ್ತರು
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಅನುಸರಣಾ ವರದಿ

ಕ್ರ.ಸಂ.	ಸ್ವೀಕರಣಾ	ಅನುಸರಣಾ ವರದಿ
	<p>The details of guidelines or norms laid down /followed while allotting the houses to beneficiaries in 1985</p>	<p>ಸರ್ಕಾರ ಅನುಮೋದಿಸಿರುವ ಯೋಜನೆಯಂತೆ, ಆರ್ಥಿಕವಾಗಿ ಹಿಂದುಳಿದವರಿಗೆ ಮತ್ತು ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ 4ನೇ ದರ್ಜೆ ನೌಕರರುಗಳಿಗೆ ಈ ವಸತಿ ಗೃಹಗಳನ್ನು ಹಂಚಿಕೆ ಮಾಡಲು ಅರ್ಜಿಗಳನ್ನು ಕರೆದು ಅರ್ಹತೆಯ ಮೇರೆಗೆ ಹಂಚಿಕೆ ಮಾಡಿರುತ್ತಾರೆ. ಯಾದ ಕಾರಣದಿಂದಲೂ ಹಾಗೂ ಜಂಟಿ ಸ್ವಾಯಿ ಸಮಿತಿಯ ದಿನಾಂಕ: 04-03-1992, 24-06-1993, 25-04-1994, ವಿಷಯದ ಸಂಖ್ಯೆ: 90,335,144 ರ ನಿರ್ಮಾಣದ ಪ್ರಕಾರ ಸದರಿ ವಸತಿ ಗೃಹವನ್ನು ಹಂಚಿಕೆ ಮಾಡಲಾಗಿದೆ. (ಅನುಬಂಧ 1ರಲ್ಲಿ ಪ್ರತಿಯನ್ನು ಲಗತ್ತಿಸಿದೆ)</p> <p>1985 ರಲ್ಲಿ ಫಲಾನುಭವಿಗಳು ಮನೆ ಮಂಜೂರಾತಿ ಸಂದರ್ಭದಲ್ಲಿ ಅನುಸರಿಸಿದ ಮಾರ್ಗ ಸೂಚಿಗಳು ಅಥವಾ ಸೂತ್ರಗಳ ವಿವರ :</p> <p>ವಸತಿ ಮತ್ತು ನಗರಾಭಿವೃದ್ಧಿ ನಿಗಮ ನವದೆಹಲಿ ಇವರು ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲ ಹಾಗೂ ಕಡಿಮೆ ಆದಾಯ ವರ್ಗದವರ ಸಲುವಾಗಿ ವಸತಿ ಯೋಜನೆಯನ್ನು ತಯಾರಿಸಿದ್ದು ಸದರಿ ಯೋಜನೆಯ ನಿರ್ವಹಣೆ ಮತ್ತು ಅನುಷ್ಠಾನವನ್ನು ಸರ್ಕಾರಿ ಆದೇಶದ ಷರತ್ತುಗಳಿಗೆ ಒಳಪಟ್ಟು ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಗೆ ವಹಿಸಿಕೊಟ್ಟಿರುವ ಕಾರಣದಿಂದಲೂ:</p> <p>ಕರ್ನಾಟಕ ಸರ್ಕಾರವು ದಿನಾಂಕ:30-09-1986 ರಂದು ಕ್ರಮಾಂಕ ಹೆಚ್.ಯು.ಡಿ:107ಎಂ.ಎನ್.ವೈ.66 ರ ಆದೇಶದ ಮೂಲಕ ಕೋರಮಂಗಲದಲ್ಲಿರುವ 1ನೇ ಮತ್ತು 2ನೇ ಹಂತದಲ್ಲಿ ಬಹುಮಹಡಿ ವಸತಿ ಗೃಹಗಳ ನಿರ್ಮಾಣಕ್ಕಾಗಿ ಅನುಮತಿ ನೀಡಿದ್ದು, ತದನಂತರ ದಿನಾಂಕ:02-04-1994 ರಂದು ಕ್ರಮಾಂಕ :ಹೆಚ್.ಯು.ಡಿ 65 ಎಂ.ಎನ್.ವೈ 94 ರ ಆದೇಶದ ಮೂಲಕ ಸದರಿ ವಸತಿ ಗೃಹಗಳ ಹಂಚಿಕೆಗೂ ಸಹಾ ಅನುಮತಿಯನ್ನು ನೀಡಿರುವುದರ ಕಾರಣದಿಂದ ಮತ್ತು 1ನೇ ಭಾಗದವರು ಮೇಲೆ ಹೇಳಿದ ಷೆಡ್ಯೂಲ್ ಜಮೀನಿನಲ್ಲಿ 42 ಗುಂಪು (ಬ್ಲಾಕ್) ಗಳಲ್ಲಿ ತಲಾ 36 ವಸತಿ ಗೃಹ (ಫ್ಲಾಟ್)ಗಳನ್ನು ಎಂದರೆ ಒಟ್ಟು: 1512 ವಸತಿ ಗೃಹಗಳನ್ನು ನಿರ್ಮಾಣ ಮಾಡಿ ಮುಗಿಸಲಾಗಿರುತ್ತದೆ.</p> <p>ಈ ಸಂದರ್ಭದಲ್ಲಿ ಹಂಚಿಕೆದಾರರುಗಳಿಗೆ ಮಾಡಿಕೊಳ್ಳಲಾದ ಗುತ್ತಿಗೆ ಸಹಿತ ಕ್ರಯಪತ್ರದ ಕರಾರು ಷರತ್ತುಗಳು ಈ ಕೆಳಕಂಡಂತೆ ಇರುತ್ತವೆ.</p> <p>ಕ್ರಯಪತ್ರದ ಪುಟ ಸಂಖ್ಯೆ: 4 ರಿಂದ 9 ರಲ್ಲಿನ ಕರಾರು ಷರತ್ತುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಕ್ರಮ ಸಂಖ್ಯೆ: 1 ರಿಂದ 17 ರವರೆಗೆ ದಾಖಲಿಸಿರುವಂತೆ ವಿಧಿಸಲಾಗಿದೆ.</p> <p>ಲಗತ್ತುಗಳು: ಅನುಬಂಧ -2</p> <p>1) ಪುಟ 1 ರಿಂದ 10 ವರೆಗೆ ಗುತ್ತಿಗೆ ಸಹಿತ ಕ್ರಯಪತ್ರದ ಕರಾರು ಷರತ್ತುಗಳನ್ನು ವಿಧಿಸಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. : 1 ರಿಂದ 17 ರವರೆಗೆ ಷರತ್ತು ಒಳಪಡಿಸಿದೆ. (ಸದರಿ ಪತ್ರಗಳನ್ನು ಇದರೊಂದಿಗೆ ಲಗತ್ತಿಸಿದೆ.)</p> <p>2) ಮಾನ್ಯ ಆಯುಕ್ತರು BCC. ರವರ INTIMATION OF ALLOTMENT ಪತ್ರವನ್ನು ಅನುಬಂಧ-3ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ.</p>
2	<p>The details of the officers responsible for allotment in 1985 to 1995</p>	<p>ವಸತಿ ಮತ್ತು ನಗರಾಭಿವೃದ್ಧಿ ನಿಗಮ ನವದೆಹಲಿ ಇವರು ಆರ್ಥಿಕವಾಗಿ ದುರ್ಬಲ ಹಾಗೂ ಕಡಿಮೆ ಆದಾಯ ವರ್ಗದವರ ಸಲುವಾಗಿ ವಸತಿ ಯೋಜನೆಯನ್ನು ತಯಾರಿಸಿದ್ದು ಸದರಿ ಯೋಜನೆಯ ನಿರ್ವಹಣೆ ಮತ್ತು ಅನುಷ್ಠಾನವನ್ನು ಸರ್ಕಾರಿ ಆದೇಶದ ಷರತ್ತುಗಳಿಗೆ ಒಳಪಟ್ಟು ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಗೆ ವಹಿಸಿಕೊಟ್ಟಿರುವ ಕಾರಣದಿಂದಲೂ:</p> <p>ಕರ್ನಾಟಕ ಸರ್ಕಾರವು ದಿನಾಂಕ: 30-09-1986 ರಂದು ಕ್ರಮಾಂಕ ಹೆಚ್.ಯು.ಡಿ107/ಎಂ. ಎನ್, ವೈ 86 ರ ಆದೇಶದ ಮೂಲಕ ಕೋರಮಂಗಲದಲ್ಲಿರುವ 1ನೇ ಮತ್ತು 2ನೇ ಹಂತದಲ್ಲಿ ಬಹುಮಹಡಿ ವಸತಿ ಗೃಹಗಳು ನಿರ್ಮಾಣಕ್ಕಾಗಿ ಅನುಮತಿ ನೀಡಿದ್ದು, ತದನಂತರ ದಿನಾಂಕ: 02-04-1994 ರಂದು ಕ್ರಮಾಂಕ ಹೆಚ್.ಯು.ಡಿ 65 ಎಂ.ಎನ್.ವೈ 94 ರ ಆದೇಶದ ಮೂಲಕ ಸದರಿ ವಸತಿ ಗೃಹಗಳ ಹಂಚಿಕೆಗೂ ಸಹಾ ಅನುಮತಿಯನ್ನು ನೀಡಿರುವುದರ ಕಾರಣದಿಂದ ಎಂದು ದಾಖಲಿಸಿ ಗುತ್ತಿಗೆ ಯಾ ಕ್ರಯಪತ್ರ ಕರಾರು ಪತ್ರವನ್ನು 1996 ನೇ ಸಾಲಿನ ಡಿಸೆಂಬರ್ ಮಾಹೆ 30ನೇ ದಿನಾಂಕದಲ್ಲಿ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಆಯುಕ್ತರಿಂದ ನಿಯೋಜಿಸಲ್ಪಟ್ಟ ಪೂರ್ವ ವಲಯದ ಕಂದಾಯ ಅಧಿಕಾರಿ (ಪೂರ್ವ) ಉಪ ಕಂದಾಯ ಅಧಿಕಾರಿ(ಪೂರ್ವ) ಹಾಗೂ ಸಹಾಯಕ ಕಂದಾಯ ಅಧಿಕಾರಿ (ಕೋರಮಂಗಲ), ರವರು ಹಂಚಿಕೆಗೆ ಕಾರಣವಾದ ಅಧಿಕಾರಿಗಳು. ಈ ಪೈಕಿ ಶ್ರೀ.ಬಿ.ಮೊಹಮ್ಮದ್ ಇಸ್ಲಾಮ್ ಕಂದಾಯ ಅಧಿಕಾರಿ(ಪೂರ್ವ) ರವರನ್ನು 1ನೇ ಭಾಗದವರಾಗಿಯೂ ನೇಮಿಸಲಾಗಿರುತ್ತದೆ. ಇವರು ಸುಮಾರು 20 ವರ್ಷಗಳ ಹಿಂದೆ ನಿವೃತ್ತಿಯಾಗಿರುವುದು ತಿಳಿದು ಬಂದಿರುತ್ತದೆ.</p>

3	Whether such allotments made were subject matter of litigation before any court of law and if yes the outcome of such case	ಈ ಬಗ್ಗೆ ಕಛೇರಿಯ ದಾಖಲೆಗಳ ಆಧಾರ ಸದರಿ ಪ್ರಕರಣಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಯಾವುದೇ ದಾವೆಗೆ ಒಳಪಟ್ಟಿರುವುದಾಗಿ ಕಂಡು ಬಂದಿರುವುದಿಲ್ಲ
4	The details of date of retirement of the officers mentioned in the earlier order prior to 02-01-2012	ಗುತ್ತಿಗೆ -ಯಾ-ಕ್ರಯಪತ್ರದ ಕರಾರು ಪತ್ರವನ್ನು 1996 ನೇ ಸಾಲಿನ ಡಿಸೆಂಬರ್ ಮಾಹೆ 30ನೇ ದಿನಾಂಕದಲ್ಲಿ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಆಯುಕ್ತರಿಂದ ನಿಯೋಜಿಸಲ್ಪಟ್ಟ ಪೂರ್ವ ವಲಯದ ಕಂದಾಯ ಅಧಿಕಾರಿ (ಪೂರ್ವ) ಶ್ರೀ. ಬಿ ಮೊಹಮ್ಮದ್ ಇಸ್ಸಾಯಿಲ್ ರವರು 1ನೇ ಭಾಗಿಯಾಗಿರುತ್ತಾರೆ, ಸದರಿಯವರು ನಿಧನರಾಗಿರುವುದಾಗಿ ತಿಳಿದು ಬಂದಿದೆ.
5	Whether the contractor has mortgaged any portion of property for obtaining loan if so whether loan is guaranteed by whom and to what extent and what properties are subject to mortgage	1) Mortgage ಡೀಡ್ ಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ, ಸದರಿ ಖಾತಾ ವಿಭಜನೆ ಮಾಡುವ ಕಡತದಲ್ಲಿ ಕಾನೂನು ಕೋಶದ ಮುಖ್ಯಸ್ಥರಿಂದ ಅಭಿಪ್ರಾಯ ಪಡೆಯಲಾಗಿದ್ದು, ನಂತರ ಜಂಟಿ ಆಯುಕ್ತರು (ಪೂರ್ವ) ರವರು Mortgage ಡೀಡ್ ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆ. ಜಯನಗರ ಸಬ್‌ರಿಜಿಸ್ಟರ್ ಕಛೇರಿಗೆ ನೋಂದಾವಣೆಗಾಗಿ ಪತ್ರ ಬರೆಯಲಾಗಿರುತ್ತದೆ. (ಪ್ರತಿಗಳನ್ನು ಅನುಬಂಧ ಕ್ರಮಸಂಖ್ಯೆ(1) ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ) ಈ ಕಡತದಲ್ಲಿರುವ ಒಟ್ಟು ಟಿಪ್ಪಣಿ ಹಾಳೆ 44 ಪ್ರತಿಗಳನ್ನು ಅನುಬಂಧ -5 ಕ್ರಮಸಂಖ್ಯೆ(2) ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ. Photocopy of separate khatha bifurcation letter dated 12-10-2018 issued by Bruhat Bengaluru Mahanagara Palike for 3.82 acres bearing municipal no 1/1 and pid no. 69-73-1-1 2) Mortgage ಡೀಡ್ ಕಛೇರಿ ಕಡತದಲ್ಲಿ ಲಭ್ಯವಿದ್ದು, ಜಂಟಿ ಆಯುಕ್ತರು (ಪೂರ್ವ)ರವರು ಸಹಿ ಮಾಡಿರುವ ಡೀಡ್ ಪ್ರತಿಗಳನ್ನು ಅನುಬಂಧ -5 ಕ್ರಮಸಂಖ್ಯೆ(3) ರಲ್ಲಿ ಲಗತ್ತಿಸಿದೆ. ಸದರಿ ಸ್ವತ್ತಿನ ಬಗ್ಗೆ ಯಾವುದೇ ಬ್ಯಾಂಕಿನಿಂದ ಲೋನ್ ಪಡೆದಿರುವ ಬಗ್ಗೆ ಕಛೇರಿಯಲ್ಲಿ ಮಾಹಿತಿ ಲಭ್ಯವಿರುವುದಿಲ್ಲ. ಸಂಬಂಧಪಟ್ಟ ಅಭಿವೃದ್ಧಿದಾರರಿಂದ ಪಡೆಯಬಹುದಾಗಿರುತ್ತದೆ.
6	Total expenditure incurred by the contractor for construction of 114 units from 02-01-2012 till 31-03-2021	ಪ್ರಸ್ತಾವಿತ ಯೋಜನೆಯನ್ನು PPP ಯೋಜನೆಯಡಿಯಲ್ಲಿ ಅನುಷ್ಠಾನ ಗೊಳಿಸಲು ಮೆ:ಮೇವರಿಕ್ ಹೋಲ್ಡಿಂಗ್ಸ್ ರವರನ್ನು ನಿಯೋಜಿಸ ಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಯೋಜನೆ ಅನುಷ್ಠಾನಕ್ಕಾಗಿ ಪಾಲಿಕೆಯು ಮೆ. ಮೇವರಿಕ್ ಹೋಲ್ಡಿಂಗ್ಸ್ ರವರಿಗೆ 15.625 ಎಕರೆ ಜಾಗವನ್ನು ನೀಡಿದ್ದು, ಇದರಲ್ಲಿ ಗುತ್ತಿಗೆದಾರರೇ ಬಂಡವಾಳವನ್ನು ಹೂಡಿ ಯೋಜನೆಯನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಇದರಲ್ಲಿ ಪಾಲಿಕೆಯು ಯಾವುದೇ ಬಂಡವಾಳ ಹೂಡಿರುವುದಿಲ್ಲ. ಕರಾರಿನಂತೆ ಗುತ್ತಿಗೆದಾರರು 1512 ಮನೆಗಳನ್ನು ನಿರ್ಮಿಸಬೇಕಿದ್ದು ತಹಲ್‌ವರವಿಗೆ ಗುತ್ತಿಗೆದಾರರು ತಮ್ಮ ವೆಚ್ಚದಲ್ಲಿ ಪ್ರಸ್ತಾವಿತ ಪ್ರದೇಶವನ್ನು 114 ಮನೆಗಳನ್ನು ನಿರ್ಮಿಸಿರುತ್ತಾರೆ ಹಾಗೂ ಪ್ರಸ್ತುತ ಯಾವುದೇ ಕಾಮಗಾರಿಯು ಪ್ರಗತಿಯಲ್ಲಿರುವುದಿಲ್ಲ.

ಮೇಲ್ಕಂಡ ವರದಿಯನ್ನು ತಮ್ಮ ಅವಗಾಹನೆಗೆ ಹಾಗೂ ಮುಂದಿನ ಅಗತ್ಯ ಕ್ರಮಕ್ಕಾಗಿ ಈ ಮೂಲಕ ಸಲ್ಲಿಸಿದೆ.

ಧನ್ಯವಾದಗಳು,

ಸಹಿ/-
ಸಹಾಯಕ ಕಂದಾಯ ಅಧಿಕಾರಿ (ದೊಮ್ಮೆಲೂರು)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಸಹಿ/-
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ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು (ಯೋಜನೆ)
(ಪೂರ್ವ)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಸಹಿ/-
ಮುಖ್ಯ ಅಭಿಯಂತರರು (ಪೂರ್ವ)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಸಹಿ/-
ಉಪ ಆಯುಕ್ತರು (ಪೂರ್ವ)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ
ಪಾಲಿಕೆ

ಸಹಿ/-
ಜಂಟಿ ಆಯುಕ್ತರು (ಪೂರ್ವ) ಬೃಹತ್
ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

77. It is also necessary to point out that in the facts and circumstances of the case the authorities who are required to insist commencement certificate before construction of any building is commenced being the Bruhat Bengaluru Mahanagara Palike and as a matter of fact, the MHIPL had commenced the construction of 114 flats in the month of June 2017, the issue of commencement certificate was only an empty formality in the facts and circumstances of this case. Once the building plan was approved by the BBMP, it was the duty and obligation on the part of the MHIPL to have applied for issue of commencement certificate and start the construction of the EWS quarters. Failure to apply for commencement certificate which MHIPL was under an obligation to apply in terms of the contract and also unreasonable stand that it was not liable to pay license fee etc when in terms of the agreement it was required to pay, in my considered view it is required to be held as breach on the part of the MHIPL in performing its contractual obligations and thereby it had frustrated the terms of the agreement dated 02.01.2012 thereby putting 1512 poor families into irreparable hardship, inconvenience

and agony. It is unfortunate that the concerned who were required to show some commitment and get the project completed have also failed to get the EWS quarters constructed as required. The clause 3(g) & 5(i) of joint memo extracted above empowers the BBMP to take over the project and complete the same. The said power has not been exercised to protect the interest of 1512 families who are waiting to have roof over their head and to get the project implemented soon. May be they were apprehensive of MHIPL engaging them in legal proceedings or they did not muster sufficient courage and strength to take action for the default of MHIPL on account of the fact that the Managing Director of MHIPL has become a Member of the State Legislature belonging to the ruling party.

78. The Hon'ble Supreme Court in the case of **State of Karnataka V/s Narasimhamurthy and others reported in (1995) 5 SCC 524** has declared that right to shelter is a fundamental right. It is useful to extract the relevant observation which reads as hereunder;



Right to shelter is a fundamental right under Article 19(1) of the Constitution. To make the right meaningful to the poor, the State has to provide facilities and opportunity to build a house. Acquisition of the land to provide house sites to the Poor houseless is a public purpose as it is a constitutional duty of the State to provide house sites to the poor.

79. Further, in the instant case, those families had paid 20% of the cost of construction and they were allotted EWS quarters, therefore they have right to occupy the quarters within the reasonable time. Failure to provide the quarters to them after accepting the portion of the cost would fasten the liability on the MHIPL for the damages for the hardship and inconvenience suffered by them. This is a matter to be ascertained in a separate proceeding. With the best of my efforts and judicial experience being the part of the administration of justice and consideration extended to all the issues highlighted by MHIPL, I could not find even one good or valid ground to take a different view from the one I am taking in this proceeding. I have no hesitation on the facts and circumstances of the case to take a view that MHIPL has committed breach of the terms of the agreement. The property in question is held in trust for the

benefit of 1512 families. The several issues raised by MHIPL - Contractor would show that MHIPL was only interested in holding the land as land bank for a future development and was/is not interested in completing the project within the time specified.

80. Therefore, I am of the view that a recommendation is required to be made to the Government and the BBMP to terminate the contract dated 02.01.2012 and amended agreements dated 27.05.2013 and 02.12.2014 entered into between the BBMP and the MHIPL-contractor and take possession of the entire land/site area/project and get the construction of the EWS quarters constructed either by the BBMP itself or entrust the same to a highly reputed constructing agency and get the EWS quarters constructed and hand over possession of the same to families for whose benefit the project was conceived. It is also necessary to suggest that while the agreement is to be entered into with the new contractor, necessary care and precaution should be taken while incorporating the terms and conditions in the agreement to be entered into and it is desirable the said



agreement is approved and vetted by the Advocate General of the state.

81. Further, apart from my conclusion, that there is a gross violation/breach of the terms of the agreement by MHIPL-contractor, as observed earlier, clause 3(g) & 5(i) of the joint memo referred to above filed before the Hon'ble High Court empowers the Commissioner of BBMP to take over the project and complete the project. Therefore, keeping in mind the terms of the clauses incorporated in the joint memo referred to above and interest of 1512 families who are deprived of their shelter for which they are entitled in law, it is just and fair to take over the project by the Administrator/Chief Commissioner of BBMP/Government and get the work executed either by the BBMP itself or by entrusting it to a reputed constructing agency. The facts and circumstances of the case show that inordinate and unpardonable delay in implementing the project doesn't leave me or any reasonable mind any option or choice then to recommend to the Government for taking over the land/project and get it implemented. Any dispute

that may be raised by MHIPL-contractor can be settled or sorted out separately. The immediate concern should be to complete the project.

82. It is also recommended that while making a choice of a contractor to entrust the work of BBMP, the contractor who indulges in litigation should be avoided and there should be thorough background check up before awarding contract. If such a procedure is adopted and construction work is entrusted to a reputed contractor who have necessary infrastructure including financial support, the work can be got executed early and the scope for breach of contract is very minimum. The facts of the present case shows that if the report of BBMP dated 22.07.2021 is taken into consideration, India Bulls Housing Finance Limited had sanctioned the finance of Rs.393.00 crores and Rs.357.00 crores for the entire project out of which Rs.210 crores has been disbursed to MHIPL-contractor on the security of the property of BBMP and out of the said amount Rs.24.73 crores has only been utilized for construction of half constructed 114 flats, while



retaining/misappropriating the rest of the money with it.
This cannot be permitted.

83. Further, the material on record also shows the mortgage of 3.82 Acres of land which apparently appears to be 50% share of the MHIPL by means of deposit of title deed in favour of India Bull Finance Company. In this back ground, the question that arises for consideration is whether creation of such mortgage by way of deposit of title deed is valid in law and whether it would fasten any liability on the property in question. The Sec. 176 (6) of the Karnataka Municipal Corporations Act, 1976 provides for disposal of property and interest therein by way of sale or transfer of interest can be done with the previous approval of the State. It is useful to extract the same, which reads as follows;

176. Disposal of property and interest therein.-

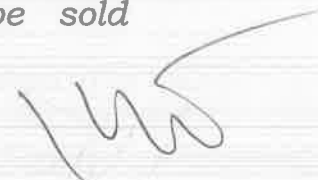
(1)

(2).....

.....

(6) Notwithstanding anything contained in this Act,-

(a) no movable property exceeding such sum in value as may be prescribed shall be sold otherwise than by public auction;



- (b) (i) *no property whether movable or immovable of whatever value shall be transferred free of cost or for an upset price;*
(ii) *no lease of any immovable property exceeding five years shall be granted;*
(iii) ***no immovable property shall be disposed of by sale or by other transfer, except with the previous sanction of the Government.***

84. The reading of Sub Sec (6) of Sec.176 of the Karnataka Municipal Corporations Act, 1976 referred to above shows that it is not permissible for the BBMP to create mortgage of the property belonging to the BBMP and effecting change of khatha in favour of others without prior permission of the Government. The question is as to whether such prior permission was granted by the Government permitting the BBMP to create the mortgage of the said property in favour of India Bull Finance Company by means of deposit of title deed. The Government by means of its Notification dated 26.09.2008 has only authorized the BBMP to enter into a joint development agreement with the MHIPL.

85. The BBMP by means of its letter dated 06.04.2015 had only informed the Additional Chief Secretary to Government, Urban Development Department, Government

of Karnataka regarding the execution of second amended agreement dated 02.12.2014. There is no material on record which prima-facie shows that either the BBMP or MHIPL has obtained the prior approval of the Government in terms of Sec. 176 of the Karnataka Municipal Corporations Act for creation of mortgage of the rights of the MHIPL in favour of India Bull Finance Company. Therefore, it prima-facie appears to me that the fastening the liability of the property in question by creating deposit of title deed is unauthorised and without the authority of law and it will not create any right on the property of the BBMP in favour of India Bulls Housing Finance Limited as a security for the loan advanced to MHIPL. Sub-clause (6) of Section 176 of the said Act is mandatory in nature which is intended to protect the valuable rights of Bruhat Bengaluru Mahanagara Palike property in which the State as well as the members of public have a right. These are all the matters, which the Government is required to consider and take appropriate decision in the light of this report after giving an opportunity to MHIPL; India Bulls Housing Finance Limited and all other concerned of the BBMP.

86. No doubt, the Scrutiny Officer in his Final Scrutiny Note dated 16.10.2021 has recommended for institution of criminal proceeding against MHIPL for misappropriation of a sum of Rs. 210 Crores (Two Hundred and Ten Crores) by raising loan from the India Bull Finance Company on the security of the property and not utilizing the same for the purpose for which it has been taken. At this stage, I am not persuaded to make any such recommendation as recommended by the Scrutiny Officer. In my view, any action if at all required to be taken for criminal prosecution, it has to be taken only after termination of the contract of the Concessionaire (MHIPL) and failure of the Concessionaire to re-deposit the amount with outstanding interest raised by him in excess of the actual amount utilized for construction of EWS quarters as reported by Bruhat Bengaluru Mahanagara Palike within a period of three months from the date of issue of notice directing MHIPL to deposit the amount.

87. Since the property of BBMP has been mortgaged and MHIPL has raised loan of Rs.393.00 crores and Rs.357.00



crores and according to BBMP Rs.210.00 crores has been disbursed to MHIPL, it had only incurred the expense of Rs.24.73 crores, it is desirable for the State/BBMP immediately take steps to protect the property which is purported to have been mortgaged to India Bulls Housing Finance Limited by deposit of title deeds.

88. In the light of the discussions made above at para Nos. 11 to 26, issue No.I is answered as hereunder;

(a) The officers/officials mentioned herein below are responsible for poor quality of construction of EWS quarters at Ejipura, Koramangala.

- 1) Sri. P.V.Nayak, Supdt. Engineer**
- 2) Sri. A.T.Patil, Supdt. Engineer**
- 3) Sri. A.K.Gopal Swamy, A.E.E**
- 4) Sri. Puttamaligaiah, A.E.E**
- 5) Sri. D.K.Nazurulla Sharif, A.E.E**
- 6) Sri. Kabbalaiah, A.E**
- 7) Sri. H.G.Prasad, A.E**
- 8) Sri. Ramalingappa, A.E**
- 9) Sri. H.L.Narasimha Prasad, A.E**
- 10) Sri. H. Krishnamurthy, A.E**

(b) Though, the BBMP had initiated disciplinary proceedings as against Sri. P.V.

Nayak, Supdt. Engineer, Sri. A.K. Gopaldaswamy, AEE, Sri. Puttamaligaiah, AEE and Sri. D.K. Nazarullasharief, AEE, they have filed writ petition no. 15099/2005 and W.P. No. 6070/2006 before the Hon'ble High Court of Karnataka. However, the writ petitions were withdrawn by them pursuant to the order of Government dropping the proceedings against them in the light of the reference made to Lokayukta under Sec. 7(2-A) of the Karnataka Lokayukta Act reserving a liberty to initiate the fresh disciplinary proceedings on receipt of investigation report from the Lokayukta. Therefore, so far no proceedings have been initiated/pending against the Engineers referred to above.

(c) In the light of my observation made at paragraph 18 & 19 against the Engineers, a recommendation is made to the Government to consider initiation of the disciplinary proceedings against the Engineers referred to above with regard to their dereliction of duty in supervising/monitoring the construction of EWS quarters at Ejipura, Koramangala.

(d) The Contractors mentioned herein below are mainly responsible for the poor quality of

construction of EWS quarters at Ejipura, Koramangala. Therefore, a recommendation is made to the Government for initiation of criminal proceedings for the offences punishable under Sec. 304-A, 337, 338, 420 of IPC and other offences against the said contractors mentioned herein below.

Sl.No.	Name of the Contractor
1	P. Munivenkatappa
2	K.M. Narayan reddy
3	Balachandra Naidu
4	M/s Sri Sri Constructions
5	P.C. Anand
6	Dasharatharama Reddy
7	Venkatesh
8	P.R. Gopal
9	T. Keshavalu
10	J. Gopal Reddy
11	K.Srinivasan
12	Kamalanath Naidu
13	Lakkanna

(e) A recommendation is also made for initiation of proceedings against the Contractors referred to above for recovery of a sum of Rs.475 lakhs (Rupees Four hundred and seventy five lakhs only) with a reasonable rate of interest the Government may deem fit to fix and also for compensation from the Contractors for the hardship and inconvenience caused to the 1512 families for whose benefit the project in question was conceived.

89. In the light of the discussions made above at para Nos. 28 to 31, issue No.II is answered recording that there were no illegalities/irregularities in the matter of allotment of houses in favour of the allottees.

90. In the light of the discussions made above at para Nos. 32 and 33, issue No.III is answered recording that the Engineers and Contractors referred to while answering issue No.1 are responsible for the delay in completion of the project.

91. In the light of the discussions made above at para Nos. 35 to 39, issue No.IV & V are answered recording that there was no illegalities/ irregularities while inviting the tender and selecting the bidder for construction of EWS quarters at Ejipura, Koramangala, Bangaluru.

92. In the light of the discussions made above at para Nos. 40 to 87, regarding issue No.VI is concerned the following recommendations are made to the Government.



(i) As discussed by me at para No.39 to 88, a recommendation is made to the Government and the BBMP to terminate the contract dated 02.01.2012 and Amended Agreements dated 27.05.2013 and 02.12.2014 entered into between the BBMP and the Contractor-MHIPL and take possession of the entire land/site area/project and get the construction of the EWS quarters carried out either by BBMP itself or entrusting the work to a well reputed and well known construction agency after calling for tenders and after following all the legal and procedural requirements.

(ii) It is recommended to take steps to get the excess of the amount drawn and retained by MHIPL-contractor, out of the total loan amount of Rs.210.00 crores (Rupees two hundred and ten crores) raised and received by MHIPL-contractor from India Bulls Housing Finance Limited after excluding the actual amount of Rs.24.73 crores (Rupees twenty four crores seventy three lakhs)

spent for the purpose of construction of half finished 114 quarters as per the report of the BBMP dated 22.07.2021 and on the failure of (i.e., re-deposited with outstanding interest payable to India Bulls Housing Finance Limited) MHIPL-contractor to re-deposit of the amount with India Bulls Housing Finance Limited within a period of three months from the date of demand to consider initiation of criminal proceedings against the Managing Director and Directors of MHIPL for the offences punishable under Sections 406, 409, 418 and other offences under the provisions of Indian Penal Code.

(iii) It is also necessary to suggest that while the fresh agreement is to be entered into between the new contractor necessary care should be taken providing for necessary stipulation and the conditions in the agreement which would protect the BBMP and ensures early completion of the project. It is also desirable the said agreement is

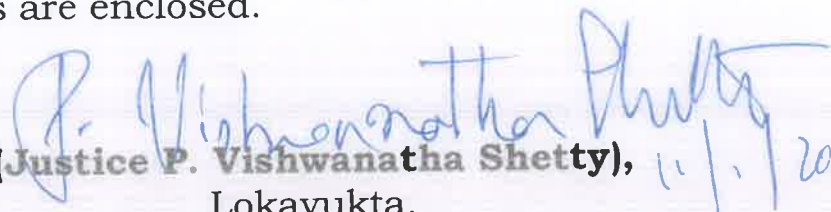
approved and vetted by the Advocate General of the State.

(iv) It is recommended to examine the validity of the mortgage created by the deposit of title deeds in favour of India Bulls Housing Finance Limited and if it is not valid in law as indicated to take immediate steps to protect the property of BBMP in accordance with law, if necessary by instituting legal proceedings.

(v) It is also recommended to consider MHIPL to black list for the purpose of entrusting any contract either by the BBMP or by the State Government or its authorities for a period of five years from the date of order made blacklisting.

Accordingly, this report is made to the Government.

Connected records are enclosed.


(Justice P. Vishwanatha Shetty), 11/1/2022
Lokayukta,
Karnataka State.

