

# In the High Court of Karnataka at Bangalore

W.P. No.                    / 2008

## UNDER WRIT ORIGINAL JURISDICTION

**Between:**

**Environment Support Group and another  
.....Petitioners**

**And**

**State of Karnataka and others  
.....Respondents**

### List of Dates/Synopsis

<b>Date</b>	<b>Detail</b>
1976	National Commission on Agriculture recommends the development of Recreation Forests and Parks in urban areas "(a)s every one cannot go to distant National Parks or forests, it should be possible for the State to bring part of nature closer to the city dwellers".
1985	The Comprehensive Development Plan prepared by Bangalore Development Authority recommends that 271 hectares of land including Hebbal Tank should be developed as a Regional Park.
26 July 1985	Government of Karnataka, vide its Order No. PWD 82 IMB S5, constitutes an Expert Committee under the Chairmanship of Sri. N. Lakshman Rau, IAS (Retd.) to examine all the Minor Irrigation tanks in the Bangalore city region with a view to examine all drawbacks and problems relating to preservation, restoration or otherwise of the existing tanks, with a view to maintaining desirable environment.
02 December 1985	Bangalore Urban Arts Commission in a meeting refuses to allot land in the Sankey Tank area for the development of a children's theatre complex by the Children's Film Society on grounds that the structure would adversely affect the already threatened tank. It instead recommended an alternative site in the nature of the LRDE lands

<b>Date</b>	<b>Detail</b>
	for the development of the complex.
31 December 1985	Secretary, Housing and Urban Development Department of Government of Karnataka writes to Commissioner Bangalore Development Authority and Commissioner Bangalore Mahanagara Palike that the Lakshman Rau Committee has advised as an interim measure that Government should ensure protection of tanks and that they should be used only as "Regional Parks, mini forests, picnic spots and water sheets and on no account the tank beds be allowed to be used for any other purposes."
11 February 1988	Government of Karnataka, vide its Order No. PWD 82 IMB 85 Bangalore published in the Gazette on 30 June 1988, accepts all the recommendations of the Expert Committee constituted under the Chairmanship of Sri. Lakshman Rau, except in the case of Srinivagilu Tank (Jakkarayanakere – Jakkasandra) tank and Bilekanahalli tank, as Bangalore Development Authority has already developed layouts. The recommendation of the Committee that the Hebbal Lake and its environs should be protected and maintained as a Regional Park is also accepted. Pursuant to the Recommendations to hand over lakes to the Forest Department for maintenance, the Hebbal Lake was transferred to the Karnataka State Forest Department.
22 August 1995	The Hon'ble High Court of Karnataka in Writ Petition 31343/1995 (Padmashree Zafar Futehally vs. State of Karnataka and ors.) taking on record the allegations of the petitioners that: "there is large scale indiscriminate grant and unauthorised occupation of tank bed areas in and around Bangalore" thereby seeking "interim direction to the respondents for the protection of the tanks on the ground that any such grant of tank bed lands or encroachments are made, it will cause great injury to the general public", issued a direction to the respondents "not to make any grant or allotment of the lands situated in the Bangalore Metropolitan area until further orders" with specific regard to tanks.
23 April 2001	Norwegian Prime Minister Mr. Jens Stoltenberg inspects Hebbal Lake as part of a review of the Indo Norwegian Environment Programme's support for the rehabilitation and rejuvenation of Hebbal Lake.
10 July 2002	The Government of Karnataka vide its Order No. FEE 12 ENG 2002 constitutes the Lake

<b>Date</b>	<b>Detail</b>
	Development Authority with immediate effect as a registered society per the Karnataka Societies Registration Act, 1960, as a "non-profit organisation working solely for the regeneration and conservation of lakes in and around Bangalore city".
31 December 2002	Following four years of comprehensive rehabilitation and restoration work of Hebbal and Madivala tanks, with funding support from Indo-Norwegian Environment Fund, the Deputy Conservator of Forests, Bangalore Urban Division reports to the Government that in the case of Hebbal Tank: "1) 4 islands are created, these islands are planted with tree species suitable for birds. More than 100 bird species could be seen now, fishery activities are taken up by Fishery Department. The committee called HELPA is managing the tank..... 2) Sewage diversion channel is constructed for taking away all the sewage. 3) On an average of 15000 to 20000 people visit the park every month".
30 June 2003	A corrigendum is issued by the Government of Karnataka to the GO No. FEE 12 ENG 2002 of Department of Forests, Ecology and Environment, dated 10 July 2002, stating that the jurisdiction of Lake Development Authority has expanded to include "the metropolitan areas of Bangalore and include the area notified under the BMRDA. It will also cover lakes in the green belt of Bangalore. The Lake Development Authority would also have jurisdiction over the lakes in the other city municipal corporations of the State as well as the lakes in those city municipalities which are the main sources for drinking water".
25 August 2004	By way of letter No. LDA/CEO/B-13/Meeting/04-05/473 and in conformance with its mandate, the Chief Executive Officer of the Lake Development Authority proposes to the Petitioner and other like minded non-profit organisations of its intentions to appoint "Lake Warden" to ensure protection of tanks/lakes. He also proposes to organise "workshop on lakes" to help build awareness amongst the wide public.
27 November 2004	An Agreement is arrived at between the Respondent 2, Lake Development Authority, and Respondent 15, M/s Lumbini Gardens Ltd., for

<b>Date</b>	<b>Detail</b>
	leasing out to the latter the Nagawara Lake for a period of 15 years for a monetary consideration.
19 June 2006	An Agreement is arrived at between the Lake Development Authority and M/s E. I. H. Ltd. leasing out to the latter the Hebbal Lake for a period of 15 years for a monetary consideration of approximately 1 Rupee per square foot per year [@ Annual Lease amount of Rs. 72.1 lakhs with respect to demised land measuring 150.20 acres as per Schedule I to the Lease Agreement].
21 June 2006	Two days later, Respondent 3, the Karnataka Department of Forests, Ecology and Environment, by way of Order No. Aa.Pa.Je. 49 ECO 2006 transfers the administration and custody of Hebbal Tank from the office of Respondent 5, Deputy Conservator of Forests, Bangalore Urban Division, to Respondent 2, Lake Development Authority, to help preserve the tank strictly within the terms of Memorandum of Association of said authority. The order expressly prohibits the Authority from banning the entry of the public in general and tourist in particular from enjoying the lake's environmental features.
16 August 2006	Respondent 5, by way letter No. Va.Aa.Aa/Be.Va./Hebbal-/05-06 to Lake Development Authority, confirms that the area of the Hebbal tank/lake including the Forest Department Nursery and lands under the control of GKVK Agricultural University amounts to 160 acres and 31 guntas.
25 August 2006	The Town Planning Member of Bangalore Development Authority, Respondent 7, by way of letter No. BDA.Na.Yo.Sa/147/1808/2006-07 in response to an application per the Right to Information Act 2005, state that neither for leasing out of the Nagawara and Hebbal tank/lake to Respondent 15 and 16 respectively, nor in seeking change of land use from water body and open space to "Recreational centers promoting entertainment activities (boating, etc.) and food courts", the Respondent Lake Development Authority has not sought or applied for any permission from Bangalore Development Authority for such change of land use.
02 February 2007	Union Ministry of Environment and Forests issues "Conservation of Wetlands in India: A Profile (Approach and Guidelines)"
14 February 2007	The Interim Report Part -1 by the Karnataka Legislature Joint House Committee dealing with

<b>Date</b>	<b>Detail</b>
	the encroachment of government lands has observed that the Respondent 2, Respondent 7 and Respondent 11, have not exercised powers available to them in according effective protection of lakes in Bangalore. In particular reference to Respondent 2 it is observed that "(t)he Chief Executive Officer of the Lake Development Authority being a Conservator of Forests can exercise his power u/s 64 (A) of the Forest Act against tank encroachers and polluters of the lakes in the jurisdiction of Lake Development Authority", but has failed to use such powers.
20 April 2007	An Agreement is arrived at between the Respondent 2 and M/s Biota Natural Systems (I) Pvt. Ltd. leasing out to the latter the Agaram Lake for a period of 15 years for a monetary consideration.
21 August 2007	Letter issued by the Deputy Conservator of Forest (Bangalore Urban Division) to the Conservator of Forests (Bangalore) seeking initiation of proceedings under the Wildlife Protection Act (1972) against M/s EIH Ltd. (Respondent 16) for destroying aquatic life in Hebbal Tank.
04 September 2007	Writ Petition (PIL) 13986/2007 is filed before this Hon'ble High Court challenging the action of privatisation of lakes in Bangalore.
17 September 2007	A Statement of Concern and appeal against privatisation of lakes in Bangalore. It also urges the Government to take immediate steps for the prevention of construction in and around such water bodies as a relief from flooding of the city. This representation is presented to the Chief Minister of Karnataka by a wide network of environmental groups, academicians, schools, individuals, researchers, etc.
20 September 2007	Respondent 5 by way of a letter No. A7-Lake-Transfer-CR/-7-08, issues notice on Respondent _ per Section 9 r/w Section 51 of the Wildlife Act to show cause why criminal action should not be initiated for destroying the Hebbal tank habitat, in particular "the nests and eggs of many birds and animals which are listed under schedules of The Wild Life (Protection) Act 1972".

### **SYNOPSIS**

This Writ Petition arrays a range of legal concerns relating to the ongoing privatisation of lakes/tanks in Bangalore and exposes that such actions are opposed to settled legal norms relating to management and conservation of such ecologically sensitive water bodies, which are also wildlife habitats and support a variety of customary and traditional rights. It highlights the fact that the beneficiaries of such privatisation of water bodies which are located in prime areas of Bangalore are largely hoteliers and builders, who in promoting themselves as being environmentally progressive are indeed taking undue advantage of the policy for their own pecuniary and profit making gains. Such an approach is directly opposed to the very purpose of the constitution of the Lake Development Authority (Respondent 2) which is expressly prohibited from so privatising these public water bodies against the wider public interest. The Petitioners seek this Hon'ble Court's indulgence in quashing the Lease Deeds executed by Respondent 2 in favour of Respondents 14, 15 and 16, and directing Respondent 1 to ensure full compliance with the law and policies relating to protection and conservation of lakes/tanks/wetlands.

Advocate for the Petitioner

Date:  
Place: Bangalore

# In the High Court of Karnataka at Bangalore

W.P. No. / 2008

## UNDER WRIT ORIGINAL JURISDICTION

### Between:

1. Environment Support Group,  
(Trust Registered under Indian Trust Act)  
Represented by Dr. Robert John Chandran, Trustee  
S/o Late Mr. John Chandran  
Aged about 39 years  
105, East End B Main Road  
Jayanagar 9<sup>th</sup> Block East  
Bangalore – 560069
2. Mr. Leo Saldanha  
S/o S. J. Saldanha  
Aged about 39 years  
1, Pearl Gardens  
Vajarahalli  
Kanakapura Road  
Bangalore 560062  
(Appearing in Person)

.....Petitioners

### And:

1. State of Karnataka  
Represented by its Chief Secretary  
Vidhana Soudha  
Bangalore 560001
2. Lake Development Authority  
Represented by Chief Executive Officer  
2<sup>nd</sup> Floor, Parisara Bhavan  
No. 49, Church Street  
Bangalore 560001
3. Department of Ecology, Environment, and Forests  
Represented by its Principal Secretary,  
Government of Karnataka,  
Multistoreyed Building  
Bangalore 560001

4. Karnataka State Forest Department  
Represented by its Principal Chief Conservator of Forests  
Aranya Bhavan  
18<sup>th</sup> Cross, Malleswaram  
Bangalore 560003
5. Karnataka State Forest Department  
Represented by Deputy Conservator of Forests  
(Bangalore Urban Division)  
Aranya Bhavan  
18<sup>th</sup> Cross, Malleswaram  
Bangalore 560003
6. Bruhat Bangalore Mahanagara Palike  
Represented by its Commissioner  
N. R. Square  
Bangalore 560002
7. Bangalore Development Authority  
Represented by its Commissioner  
T. Chowdiah Road  
Bangalore 560020
8. Bangalore Metropolitan Regional Development Authority  
Represented by its Commissioner  
1, Ali Askar Road  
Bangalore 560052
9. Indo Norwegian Environment Programme  
Represented by its Coordinator  
49, Parisara Bhavan  
Church Street  
Bangalore 560001
10. Minor Irrigation Department  
Represented by its Secretary  
Vikasa Soudha  
Dr. Ambedkar Veedhi  
Bangalore 560001
11. Karnataka State Pollution Control Board  
Represented by its Chairperson  
49, Parisara Bhavan  
Church Street  
Bangalore 560001
12. Bangalore Mysore Infrastructure Corridor Area Planning  
Authority  
Represented by its Secretary

Town Planning Department  
 Multistorey Building  
 Dr. Ambedkar Veedhi  
 Bangalore 560001

13. Bangalore Water Supply and Sewerage Board  
 Represented by its Chairperson  
 Cauvery Bhavan  
 Kempegowda Road  
 Bangalore 560002
14. M/s Biota Natural Systems (I) Pvt. Ltd.  
 Represented by its Managing Director, Ms. Zahara Begum  
 Major  
 G-2, Padmavathy Palace  
 Somaji Guda  
 Hyderabad 500082
15. M/s Lumbini Gardens Ltd.  
 Represented by its Director Mr. M. V. Prasad Raju  
 S/o Mr. Rama Raju  
 Aged about 46 years  
 771, 7<sup>th</sup> A Cross,  
 Yelahanka New Town  
 Bangalore 560064
16. M/s E. I. H. Limited  
 Represented by its General Manager Ms. Huvida Marshall  
 D/o S. P. Marshall  
 Aged about 39 years  
 Regd. Office: No. 4, Mangoe Lane  
 Kolkata 700001  
 C/O: The Oberoi  
 No. 39, M. G. Road  
 Bangalore 560001

.....**Respondents**

**MEMORANDUM OF WRIT PETITION UNDER  
ARTICLES 226 AND 227 OF CONSTITUTION OF  
INDIA**

The Petitioner submits as follows:

- 1) The Petitioner Trust is registered under the Indian Trusts Act vide Reg. No.: Book IV 8/98-99. The Petitioner Trust is represented by its Coordinator and Trustee who is also specifically authorized to represent the Trust in the above said litigation. A copy of the resolution authorising the Trustee to institute the present proceedings is annexed at **Annexure A**.
  
- 2) The petitioner trust has been actively involved in several movements in advancing environmental and social justice objectives and has actively participated in protests against destruction of tanks and lakes in and around the metropolitan area of Bangalore. It has also been a party to the proceedings before this Hon'ble High Court in the matter relating to the protection of Gottigere Tank on Bannerghatta Road of Bangalore, Writ Petition 17550/2006 (PIL).
  
- 3) The Petitioner has also been involved in a wide variety of leading environmental issues and campaigns. Acknowledging its competency in addressing environmental law and policy matters and technical issues pertaining to ecology and environment, the Hon'ble High Court of Karnataka and Karnataka Judicial Academy enlisted its services along with Environmental Law Institute (USA) in organizing a unique workshop on "*Judicial Enforcement of Environmental Law in Karnataka*" during August 2002. The organisation has assisted the State in a variety of public interest initiatives relating to environmental management, and is an active collaborator with a wide range of national and international research, academic and campaign organisations. Inherent to the organisation is a wide range of expertise from the areas of urban planning, ecology, public health, environmental law and policy, etc.

- 4) The Petitioner has been a leading and consistent campaigner on the issue of mismanagement and encroachment of lakes in the Bangalore area. In this connection it has approached Respondent (LDA) with the specific intent of assisting in developing lakes in Bangalore as sites of ecological and educational importance. Respondent 2 has accepted this initiative, and a copy of the letter dated 25 August 2004 is annexed at **Annexure B**.
  
- 5) The Petitioner is aggrieved to state that Respondent 2 has engaged in leasing out lakes in prime areas of Bangalore to a variety of private entrepreneurs, builders and hoteliers in absolute violation of the very terms and conditions by which the Authority has been set up as defined in its Memorandum of Association. The said Authority has disregarded widespread protests and concerns that have been raised on this issue, and has been acting in a manner wrecking the very purpose for which it is set up. The beneficiaries of such actions have been profit making ventures and the victims have been the public at large whose interests are sought to be espoused herein. As evidence of the widespread public resistance to the ongoing programme of privatising lakes in Bangalore, a copy of the Statement of Concern submitted to the Chief Minister of Karnataka is annexed at **Annexure C**. Also annexed are newspaper reports of the candlelight vigil held by hundreds of the city's residents at Hebbal Lake in protest against its privatisation and other relevant news reports annexed as **Annexure D (series)**. In addition photographs are enclosed to reveal the popularity of the protests at **Annexure E (series)**.
  
- 6) Such actions as articulated above on the part of Respondent 2 are in abject violation of the express mandate of the Lakshman Rau Committee for "Preservation, Restoration or Otherwise of the Existing Tanks in Bangalore Metropolitan Area" which has been accepted by the Government of Karnataka by its order dated 11 February 1988 Order No. PWD 82 IMB 85 Bangalore published in the Gazette on 30 June 1988. Copy of the report

and the Government Order implementing the same is annexed at **Annexure F and G**. Recommendations with respect to tanks are detailed at Annexure 1 of the said Government Order.

- 7) The recommendations in the Lakshman Rau Committee Report specifically relating to the Hebbal Tank area are found at Para 6.1 and a relevant extract is reproduced below:

“.... the Committee felt happy that the Forest Department has already taken up foreshore development and have raised a very good nursery. The Committee strongly recommends developing rest of the foreshore on similar lines which can really become a picnic spot in addition to preventing silting up of the tanks and contributes to the aesthetic and environmental value of the area. In fact, the Comprehensive Development Plan for Bangalore has proposed development of this area as Regional Park (271 ha.) consisting of Hebbal Tank and Doddabommasandra Tank which is on the western side of Hebbal tank covering and area of 46.44 ha..”

The recommendations with respect to the Hebbal Tank were accepted without any reservations.

- 8) The Committee also has recommended as a conclusion that in the case of all tanks “(w)henever a tank has been successfully reclaimed or renovated, a suitable area adjoining the tank may be earmarked for recreational and tourism activities including rest house, restaurant, toilets, etc.” In the present case the water spread area itself is being made the subject matter of a contract for commercialisation, is in clear violation of the recommendations of the Committee.
- 9) On 20 February 1998, a contract was entered into between Karnataka State Council for Science and Technology and Deputy Conservator of Forests, Bangalore Urban Division, Karnataka Forests Department under the Indo-Norwegian Environment Programme for the Integrated Development of Hebbal, Agara and Madivala tanks. A copy of the said contract is annexed at

**Annexure H.** This task was undertaken under the direct supervision of the Development Commissioner of the State of Karnataka and the Royal Norwegian Embassy at New Delhi. In a report submitted to the 8<sup>th</sup> Semi Annual Meeting of the Indo Norwegian Environment Programme chaired by the Development Commissioner, it is an admitted fact that the integrated development of Hebbal Tank was undertaken at the cost of Rs. 2.7 crores. Relevant extracts of the said Meeting's proceedings is annexed at **Annexure J.**

10)The outcome of this project is detailed in a Report of the implementing agency, i.e. Deputy Conservator of Forests, Bangalore Urban Division, wherein it is categorically stated that the overall development of Hebbal Tank was undertaken between February 1998 and 31 December 2002, and that it has been a successful. A relevant extract of this report with specific reference to the Hebbal Tank reads as follows:

“Hebbal Tank

1) 4 islands are created, these islands are planted with tree species suitable for birds. More than 100 bird species could be seen now, fishery activities are taken up by Fishery Department. The committee called HELPA is managing the tank.

The yearly collection is appended in Annexure III.

2) Sewage diversion channel is constructed for taking away all the sewage.

3) On an average of 15000 to 20000 people visit the park every month.”

A copy of this report is annexed at **Annexure K.**

Similar restoration, rejuvenation and rehabilitation project was undertaken for the Nagawara and Vengaihkere Lakes under the National Lake Conservation Programme of the Ministry of Environment and Forests. The successful restoration of these lakes is highlighted on page 72 of the Annual Report of the Ministry for the year 2004-5 in the following manner:

**“National Lake Conservation Plan**

Under National Lake Conservation Plan (NLCP) a programme for conservation and management of polluted lakes was approved. The objective of the scheme is to restore and conserve polluted and degraded lakes and other similar bodies. So far works on 28 lakes have been taken up including Mirik Lake, Darjeeling where the work was taken up at a cost of Rs. 400 lakhs in 2004-2005. Works on three lakes, viz. Powai in Mumbai, Vengaihkere and Nagavara in Bangalore have been completed.”

The relevant extract of this report is annexed at **Annexure L.**

- 11) The Government of Karnataka for the better conservation of tanks and lakes formed a society registered under the Karnataka Societies Registration Act called the Lake Development Authority by way of an Order dated 10 July 2002, Order No. FEE 12 ENG 2002, copy of which is enclosed at **Annexure M.**
- 12) The constitution of the said Society, viz. Lake Development Authority is detailed in the Memorandum of Association and the Rules, copies of which are annexed at **Annexure N** and **P** respectively. The spirit behind constituting such an Authority was to ensure conservation and maintenance of tanks/lakes in the Bangalore Metropolitan region and purely for the purpose of improving the quality of environment and enjoyment of such qualities by the wide public. It is an explicit requirement as part of the constitution of this Authority that it would in no manner dispense conservation of lakes for the advancement of any profitable venture.
- 13) Respondent 2 has been leasing out a number of lakes/tanks to various profit oriented corporate entities without any transparent and democratic decision making processes being involved. The prominent lakes/tanks that have been leased out to Respondents

14, 15 and 16 are the Agara Lake, Nagawara Lake and Hebbal Lake respectively. Copies of the Lease Deeds pertaining to the said lakes are enclosed as **Annexure Q, R and S** respectively.

14)The Petitioners herein are seeking to question the legality of State action in transferring exclusive possession of tanks/lakes of Bangalore to various private profit making entities ostensibly under the garb of developing them. It is a matter of deep concern to the Petitioners that this action of the Government is antithetical of the State's duty to protect such water bodies for posterity and retain them in the public domain and open to public use and access as has been enshrined in the legal framework. The Petitioners wish to make a case that the rationale of privatising the management of lakes and tanks to private entities involving the process of leasing out such common properties is in abject violation of the objectives of protecting the environment and other principles of law and the same is dealt with exhaustively in the grounds hereunder.

15)The Petitioners state that a Writ Petition No. 13986/2007 has been filed with respect to a subject matter which is similar to the present one. However, these Petitioners state that their interests are not substantially covered in the said Writ Petition and hence are filing the present petition which also raises certain issues not covered by the aforementioned Writ Petition. The petitioners state that they have not filed any other petition on the same cause of action.

### **Grounds**

16)The action of the Lake Development Authority (LDA), Respondent 2, in entering into agreements to lease out tanks/lakes to Respondents 14, 15 and 16 is illegal as Respondent 2 has no legal competence to do so. This is because the custody over lakes in Bangalore and other municipal corporation areas of Karnataka has

been vested in this body only for the purpose of protecting, conserving, reclaiming, regenerating, researching, educating and in taking such other steps that would ensure effective protection and restoration of these critical water bodies. The ownership of the lakes continues to be vested with the State Government by virtue of Section 67 of the Karnataka Land Revenue Act which reads as follows:

“All public roads, streets, ..... the bed of the sea and of harbours and creeks below high water mark and of rivers, streams, nallas, lakes and tanks and all canals and water-courses and all standing and flowing waters, and all lands wherever situated which are not the property of individuals or of aggregate of persons legally capable of holding property, and except in so far as any rights of such persons may be established, in or over the same, and except as may be otherwise provided in any law for the time being in force, are and are hereby declared to be with all rights in or over the same or appertaining thereto, the property of the State Government.”

The power to lease is therefore available only to the owner of the property which is the State Government herein.

- 17) The action of the Respondent 2 in leasing out tank/lake areas to Respondents 14, 15 and 16 is illegal in so far as it is not the owner of the property nor has it been specifically authorised by the State Government to lease out such common properties. The legal consequence of entering into a lease would be to confer upon Respondent 14 to 16 all rights available to a Lessee under Chapter V of the Transfer of Property Act 1882. Such an action as leasing out such tanks/lakes is fully and only vested with the State Government which is the owner. The custody of the tanks/lakes was vested with the Karnataka State Forest Department, Respondent 4, by virtue of the Recommendations of the Lakshman Rau Committee which was accepted by the Government of Karnataka as per **Annexure G**. The *de facto* transfer of custody from the Respondent 4 to Respondent 2 was effected only on 21 June 2006 by virtue of the Government Order No. AA. PA. JE. 49, ECO 2006 copy of which is enclosed as **Annexure T**.

Hence, it becomes clear that as on the date of the Agreement between the Respondent 2 and Respondents 14, 15 and 16, even the custody of the Agara, Nagawara and Hebbal Lakes respectively was not vested with the Respondent 2. Consequently, the Agreement between Respondent 2 and Respondents 14, 15 and 16 is *void ab initio*.

18) Power is conferred on the Respondent 2 to take steps for tank/lake conservation through "participation of communities and voluntary agencies" as per clause (h) of the Memorandum of Association of the said authority. The term "voluntary agencies" has been defined as follows:

"Non Governmental Organisations which are assigned with the responsibility for execution of any activity under the authority would include Registered Societies, Co-operative institutions, Public trust and non-profit making organisations and companies."

Thus it becomes clear that the conservation of tanks/lakes should only be done by involving non-profit entities. Hence, the very engagement by way of lease with corporate entities having clear commercial interests is in breach of the mandate provided for in the Memorandum of Association of the Respondent 2.

19) The act of leasing out tanks/lakes to private profit making corporate entities conferring rights as flowing from the Transfer of Property Act is in violation of the Principle of Intergenerational Equity and the Public Trust Doctrine. The Hon'ble Supreme Court of India in the case of Intellectuals Forum, Tirupathi vs State of Andhra Pradesh and others reported in 2006 (2) SCJ 293, has ratified the Public Trust Doctrine by wholeheartedly concurring with the interpretation of the doctrine as enunciated by Professor Joseph L. Sax in "The public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention", Michigan Law Review, Vol.68 No.3 (Jan. 1970) PP 471- 566. The salient features of the said doctrine per Prof. Sax's interpretation are as below:

"(1) the property subject to the trust must not only be used for a public purpose, but it must be held available for use by

the general public;

(2) the property may not be sold, even for fair cash equivalent;

(3) the property must be maintained for particular types of use. (i) either traditional uses, or (ii) some uses particular to that form of resources."

In the instant case, the action of Respondent 2 is in blatant violation Principles 1 and 2 of the aforesaid doctrine.

Similarly, the Hon'ble Supreme Court has incorporated the Principle of Intergenerational Equity into the India legal jurisprudence in the case of A. P. Pollution Control Board vs. Prof. M. V. Nayudu and Ors., reported in 1999 (2) SCC 718, where it has been held as hereunder:

"The principle of inter-generational equity is of recent origin. The 1972 Stockholm Declaration refers to it in principles 1 and 2. In this context, the environment is viewed more as a resource basis for the survival of the present and future generations.

Principle 1- Man has the fundamental right to freedom, equality and adequate conditions of life, in an environment of quality that permits a life of dignity and well-being, and he bears a solemn responsibility to protect and improve the environment for the present and future generations.

Principle 2- The natural resources of the earth, including the air, water, lands, flora and fauna and especially representative samples of natural ecosystems, must be safeguarded for the benefit of the present and future generations through careful planning or management, as appropriate."

34. Several international conventions and treaties have recognized the above principles and, in fact, several imaginative proposals have been submitted including the *locus standi* of individuals or groups to

take out actions as representatives of future generations, or appointing an ombudsman to take care of the rights of the future against the present (proposals of Sands and Brown Weiss referred to by Dr. Sreenivas Rao Permmaraju, Special Rapporteur, paras 97 and 98 of his report).

35. The principles mentioned above wholly apply for adjudicating matters concerning environment and ecology. These principles must, therefore, be applied in full force for protecting the natural resources of this country."

Respondent 2 citing scarcity of resources has resorted to entrusting custody and maintenance of lakes to private profit making entities which is in clear violation of the Principle of Intergenerational Equity. In this regard, it is also important to highlight that the State is also bound by the mandate of Article 51 (A) (g) which casts the duty to:

"protect and improve the natural environment including forests, lakes, rivers and wildlife, ..."

Incidentally this Hon'ble Court in the decision in WP No. 17823/1999, Suresh Heblikar and ors. vs. State of Karnataka and ors., has observed at para 3 of its order as follows:

"The tanks, lakes and rivers are water resources and they are required for irrigation, pollution control and they also provide drinking water. Article 51 A of the Constitution envisages that the State shall endeavour to protect and improve the environment. Therefore, it is the fundamental duty of not only the State, but also the citizenry to preserve water resources."

The above observations of the Division Bench of this Hon'ble Court clearly lays down the guiding principle that needs to be interred by the State while dealing with tanks, lakes and such other community properties.

In a similar circumstance dealing with Public Trust Doctrine, the Hon'ble High Court of Karnataka, in the case of Masay and Others vs Bangalore City Corporation and Ors. reported in 2003 AIR (Kar) 468 and 2003 (4) KarLJ 168, had the occasion to

consider whether lease of Park or Open Space vested in the Bangalore City Corporation (BCC) to a private Club with certain exclusive use was valid. The Court while invoking the Principle of Public Trust Doctrine held that by virtue of Section 174 of the Karnataka Municipal Corporations Act, 1976, the Park and Open Spaces were vested with the BCC which however cast an obligation to maintain the same by preserving the basic features of a Park and any action which would result in damaging the essential features would be in violation of the Public Trust Doctrine. The relevant observations are cited for reference herein below:

“13. In our considered opinion. Section 174 of the Corporation Act clearly mandates that the Corporation has to manage and control the parks, play grounds and open spaces reserved for ventilation for the use those are earmarked and it has no authority to alienate or transfer such lands even by way of lease to create private interest. The Corporation is duty bound to maintain the public character of such lands and any effort to deviate from this statutory obligation would amount to breach of public trust which on having so found has to be corrected by the Courts.”

The further observations of the Court make it clear that Open Spaces such as Parks and Tanks/Lakes are community property and public access to such properties cannot be restricted in any manner. The relevant extract from the aforementioned judgement is reproduced below:

“16) Anyhow, since the respondent club had been managing the land since 1932 without changing the land use and maintaining it as a playground it is more appropriate to treat the club having been conferred with the only power of management and maintenance of playground and open space. This will be in conformity with Section 174 of Corporations Act and will also advance public interest for maintaining the land as playground and open space. Accordingly, we hold that the State Government had no authority in law to permit the

respondent-Club to put up any construction on the land which will change the nature of the land use and converting the land for exclusive use of the members of the respondent-Club only. The Commissioner of the Corporation had also acted in derogation of the statutory obligations in abiding the directions of the State Government. Therefore, the impugned orders at Annexure-A as well as sanction of the plan at Annexure-B are ex facie contrary to the legislative mandate and therefore unsustainable in law.

17. As regard question No. 3, keeping in view our findings as above, for the facts of the present case we do not propose to examine this question because irrespective of the provisions contained in the Planning Act since there is absolute bar on the part of the Corporation to change the use of the play ground and open spaces reserved for ventilation this by itself is enough to annul the actions of the State Government and the Corporation.

18. Accordingly, we quash the Government Order bearing No. VNE 190 MNY 90 dated 2-9-1993 (Annexure A) being ultra vires the powers of the State Government. Consequently, the sanction accorded by the Corporation to the plan for putting up construction on the land in question (Annexure-B) is also nullified. Respondents are directed to restore the land in question as a play ground and open space with unrestricted right of use and entry of the public. Any how, the compound walls and fences erected around the land in question will vest in the Corporation as it will be necessary for proper control and protection of the land from encroachments."

20) The impugned lease agreements are also hit by Section 23 of the Indian Contract Act as being opposed to law and public policy. The lease agreements being executed by the Respondent 2 without the consent of the Respondent 1 and 4 who were vested with its lawful custody, is opposed to law. The Notification by virtue of which the custody of the Tanks/Lakes had been vested

with Respondent 4 as per the recommendations of the Lakshman Rau Committee are enclosed as **Annexure G**. The same principle in similar circumstances while dealing with lease of parks vested in the Bangalore City Corporation has been applied to set aside such a lease deed executed by the said Corporation in favour of a private club by the Hon'ble High Court of Karnataka, in the case of Masay and Others vs Bangalore City Corporation and Ors. reported in 2003 AIR (Kar) 468 and 2003 (4) KarLJ 168.

- 21) The lease agreements are also illegal in so far as it is violation of the mandate contained in the Karnataka Government Parks (Preservation) Act, 1975 in so far as Section 4 casts a duty on Respondent 1 to preserve and maintain the Parks and to take steps to ensure the utility of Parks as gardens. Section 4 (2) further prohibits any alienation even by way of lease which will be deemed to be null and void. The Schedule to the lease deed executed in favour of Respondent 16 makes it clear that 22 acres and 28 guntas is the foreshore area of land, enumerated as item No. 3 in Schedule 1. The said extent of land is in fact park land as has been demarcated in the Revised Master Plan 2015 by the Bangalore Development Authority. Further, the Government Order (**Annexure G**) adopting the recommendations of the Lakshman Rau Committee makes it clear that the area round the lake measuring about 271 ha. must be developed and preserved as a Regional Park. An extract of the recommendation from the aforesaid Committee's report is reproduced herein below:

“However, the Committee felt happy that the Forest Department has already taken up foreshore development and have raised a very good nursery. The Committee strongly recommends developing rest of the foreshore on similar lines which can really become a picnic spot in addition to preventing silting up of the tanks and contributes to the aesthetic and environmental value of the area. In fact, the Comprehensive Development Plan for Bangalore has proposed development of this area as Regional Park (271 ha.) consisting of Hebbal Tank and Doddabommasandra Tank which is on the western side of Hebbal tank covering and area of 46.44 ha..”

It is clear therefore that the present action on the part of Respondent 2 to lease out Hebbal Tank in favour of Respondent 16 is in clear abrogation of the aforesaid law. The same applies to the actions of Respondent 2 favouring Respondents 14 and 15.

22) The Karnataka Government Parks (Preservation) Act 1975 has to be read in conjunction with the Karnataka Parks, Playfields and Open Space (Preservation and Regulation) Act, 1985. According to Section 8 of the latter Act there is a mandate to prevent putting up of any "structure likely to affect the utility of the park, play-field or open space or make any encroachment in or over any park, play-field or open space specified in the list published under Section 4 or Section 5." The action of the Respondent No. 2 in leasing out tanks/lakes and its foreshore areas and authorising by virtue of such lease the right to construct infrastructure which would affect the utility of the tank and its foreshore areas is illegal and liable to be struck down. Section 8 (2) of the said Act also casts a burden similar to the restriction contained in Section 4 of the Karnataka Government Parks (Preservation) Act 1975.

23) The action of the Respondent No 2 in leasing out tanks/lakes to private profit making corporate entities is clearly violative of the Principle enshrined under Article 39 B of the Constitution of India which provides that the ownership and control of the material resources of the community are to be so distributed as best to subserve the common good. In the present case, the action of the Respondent 2 in leasing out and conferring to Respondents 14, 15 and 16 exclusive rights of access, use and control over such common assets to the exclusion of the general public, is violative of the above mentioned principle. In the particular instance benefiting Respondent 16, such an action seems to have been taken to support a steep appreciation of its profit making venture in the nature of a 5 star hotel in the abutting land.

24) The action of Respondent 2 in seeking to outsource its vested task of maintenance of tanks/lakes to private corporate profit making entities is violative of the principle that the essential sovereign

functions of the State cannot be delegated or outsourced. This is well laid out in the decision of the Hon'ble Supreme Court of India in Municipal Council, Ratlam vs. Shri Vardhichand and Ors., reported in 1980 AIR(SC) 1622, where it held that:

"A responsible municipal council constituted for the precise purpose of preserving public health and providing better finances cannot run away from its principal duty by pleading financial inability.

25) As per the Revised Master Plan – 2015 for Bangalore notified by Respondent 7, Agara, Nagawara and Hebbal Lake areas are clearly demarcated and required to be used exclusively as a wetland. In the present case the impugned Agreements to Lease these Lakes benefiting Respondents 14 – 16, clearly provides for the setting up a floating restaurant, amusement park, boating jetties, handicraft and curio giftshops, food courts, medical care centres, sewage treatment plant, boat house, parking areas, concrete board walks, boating jetty, restaurants, etc. Provisions of such facilities are inconsistent with the land use demarcated in the aforesaid Comprehensive Development Plan. It has also been clarified by Respondent 7 that Respondent 16, in the case of Hebbal Tank, has not obtained any permission for change in land use as required. Copy of the said endorsement dated 25 August 2006 is enclosed as **Annexure U**. Similar violations mark the actions of Respondents 14 and 15. It is a settled principle that if the zoning regulations specify certain areas as lakes, or parks, or open spaces, there cannot be any diversion of the said areas for any purpose inconsistent with the traditional and planned usage attached to such properties.

26) The impugned agreements executed by Respondent 2 is in fact an exercise of State executive power and any contract made by the "State" shall be made by the Governor or in the name of the Governor or on his behalf as per Article 299 of the Constitution of India. In the present case, the Agreement being executed by the Chief Executive Officer of the Respondent 2 is in clear violation of the mandate in Article 299 and hence the contract is void.

27)The action of Respondent 2 in leasing out the tanks/lakes is in clear violation of the recommendations of the Lakshman Rau Committee which expressly stipulated at Recommendation No. 6 of Annexure III as follows:

“The Committee strongly recommended developing rest of the foreshore on similar lines which can really become a picnic spot in addition to preventing silting up of the tanks and contributes to the aesthetic and environmental values of the area. In fact, the Comprehensive Development Plan for Bangalore has proposed development of this area as Regional Park (271 ha.) consisting of Hebbal Tank and Doddabommasandra Tank which is on the western side of Hebbal Tank covering an area of 46.44 ha.”

The said recommendation has been accepted by the State Government by virtue of the official notification dated 11 February 1988 vide Order No. PWD 82 IMB 85 Bangalore published in the Gazette on 30 June 1988. Copy of the said Government order is enclosed as **Annexure G**.

28)The action of Respondent 2 in leasing of Agara and Hebbal lakes to Respondent 14 and 16 respectively, was not supported by any justifiable need and without taking cognisance of the successful restoration of the said lake under the Indo Norwegian Environment Programme. Similarly, the action was malafide as the Nagawara Lake had already been restored under the the National Lake Conservation Programme. The said decision of leasing out these very rehabilitated tanks/lakes appears to have been made without taking into consideration relevant factors and in fact taken on the basis of certain extraneous considerations and consequently the said action is vitiated.

29)The Petitioners state that without prejudice to the contentions with respect to the validity of the lease agreements, the said agreements cannot be looked into in view of the fact that they are neither stamped adequately nor registered as required under the Karnataka Stamp Act and the Registration Act. The Lease

Agreements in substance are Lease Deeds and there is a demise of the Scheduled Property through the said documents. The Security Deposit as mentioned in the said agreements also amounts to being a "premium" in so far as the said amount is adjustable to damages caused to the demised property. Hence, stamp duty ought to have been paid on the Security Deposit also. The agreements also relate to a period of lease beyond 11 months and hence ought to have been registered. In the absence of the registration of the said documents, this Hon'ble Court cannot look into the said documents.

30) The action of the Respondents subsequent to entering into the Agreement of Lease has been in a manner inconsistent with the obligations cast under the said Agreements. The Respondent 16 has removed the entire water and aquatic vegetation unscientifically by way of dredging and excavation. This has resulted in the destruction of nests and eggs of a variety of fauna (particularly birds) which are listed under the Schedules of the Wildlife (Protection) Act 1972. This illegal action has been taken cognisance of by the Deputy Conservator of Forests, Bangalore Urban Division and a notice has been issued to Respondent 16 asking to show cause why action should not be initiated for violation of Section 9 read with Section 51 of the above mentioned Act. Copy of the said notice is enclosed as **Annexure V**. The Deputy Conservator of Forest (Bangalore Urban), Respondent 5, in his letter dated 21 August 2007 has detailed the damage caused to the water body and the wildlife therein, and the same is annexed at **Annexure W**.

31) Respondents 15 and 16 in purported exercise of powers conferred under the Agreement of Lease have fenced off the water body and foreshore area, which has the effect of interfering with the existing customary rights and privileges that certain sections of the community have been exercising such fishing, washing, irrigation, etc. Such action is in breach of the obligations imposed under the said agreements which stipulate that there will not be any interference with traditional and customary rights of the local communities.

32) The action of the Respondent 14 – 16 in causing material alterations in respect to the demised property as listed herein below is inconsistent with the rights of a Lessee. This is also in breach of the restrictions imposed in the lease agreements which provide that the Lessee “shall not cause any damages to the lake during the period of the lease” and also the restriction which stipulates that the Lessee “shall maintain and develop the lake without causing any damages to the lake, its surroundings and the environment during the period of lease”. Keeping these restrictions in view the following actions of Respondent 14, 15 and 16 have resulted in gross and material alteration to the demised property which is illegal and beyond the powers conferred on the Lessee.

33) The violations that have been observed so far in the period the demised property has been in control of the Respondent 16 are explained in detail in **Annexure X** and the salient ecological impacts on the water body due to the illegal actions of Respondent 16 are as follows:

“The lake has been unscientifically desilted resulting in ecological damage to the wetland. As the desilting is unscientific has removed aquatic weeds in which birds like Coots, moorhens, Dabchicks built their nests. While desilting, the tank-bed has been deepened to nearly 2m depth by removing the silt all-round and thus the natural structure of the tank has been destroyed by totally eliminating the shallow water covered shoreline which was being used by a number of shallow-water feeding birds like egrets, herons, ibises and also waders like plovers, sandpipers, stints, stilts and godwits – all of which contributed to the rich avian diversity of Hebbal tank.....

The desilted mud/silt has been further used to pile up along the shore-line in the northern and south-eastern section of the tank and as a direct consequence, nearly 12 acres of the water-spread area has been compromised (Figure 2). Figure 3 and Figure 4 provide views of this destruction in both these areas.....

In the sign-board erected in front of the EIH entrance at Hebbal Tank (Figure 5), the map indicating the Integrated Development plan for Hebbal Tank clearly indicate further destruction of the water-spread area in the foreshore area, where the water-spread area will be converted into

a park (Figure 6). This move would destroy about 15 acres of shallow water area which was being used by hundreds of Purple Moorhens, egrets, and herons. Presently access to this part of the tank has been restricted to public (Figure 7)."

The express condition under the lease agreement is that on expiry of the lease period and in the event of no further renewal, the possession of the lake will have to be restored to the Lessor which presupposes that the lake will be handed over in the same condition as regards its essential ecological qualities as a wetland. However, the action of the Respondent 16 as reflected in the report annexed as **Annexure X** and news reports annexed at **Annexure Y (series)** clearly demonstrates that the damage that is caused to the water body would alter its essential features and make it impossible for the lake to be restored to the Respondent 2 in a manner preserving its functional ecological qualities.

34) The action of Respondent 2 in leasing out State property to a predetermined corporate entity is in violation of the settled principles that whenever State property or largesse is sought to be transferred or leased out, it has to be done in manner that the state derives maximum benefit and the purpose of such lease or transfer is fulfilled. In the present case, the purported purpose of leasing out of the lake is for its better preservation and regeneration. The above stated purposes would have been best fulfilled by inviting by way of a publication Expressions of Interest from all interested persons. In the present case, no such procedure has been followed and it appears to be a premeditated decision to lease the said tanks/lakes only to Respondent 14 - 16.

34) In the event wide publicity was given inviting Expressions of Interest from interested parties, it would have been probable that better proposals would have been received on favourable terms without compromising the very purpose of leasing out of such lakes. The State Government clearly aware of the legal nature of the ownership and restraints imposed against commercialisation of such water bodies, should not have ignored the very positive results of the comprehensive rehabilitation of the Hebbal and Madiwala Tanks that was undertaken by the Karnataka Forest Dept. with funding support from the Indo-Norwegian Environment Programme, a result of cooperation

between the Governments of Norway, India and Karnataka. The copy of the said report demonstrating the successful completion of the Hebbal Lake Rehabilitation programme is annexed at **Annexure K**. In the instant case, not only was the effort of rehabilitation successful, but the maintenance of the said Hebbal lake was also successfully vested in an association created by Respondent 5 with the involvement of local residents, namely Hebbal Lake Park Association (HELPA). The purpose of protecting and regenerating the said lake was very well subserved by the progressive features of this scheme wherein the lake which was an eyesore due to neglect had been completely transformed into an highly desirable and accessible area for over 20,000 people every week. In addition, this lake was providing a vital habitat for a wide variety of water birds, including migratory birds, and recent counts reveal that over 100 species of such birds had made Hebbal lake their habitat since the restoration work was completed. To have sustained this successful rehabilitation and its maintenance through HELPA would also have fulfilled the objective of Respondent 2 as spelt out in Clause (h) of its Memorandum of Association which is to "encourage participation of communities and voluntary agencies .... and to launch public awareness programmes for lake conservation". The action of Respondent 2 in leasing out lakes without taking into consideration the successful implementation of the Indo Norwegian Environment Programme for restoration of the Hebbal and Agara lakes, and similarly the Nagawara Lake under the National Lake Conservation Programme, amounts to a decision taken ignoring relevant considerations. In fact the action of Respondent 2 is inconsistent and opposed to the principles embodied in "Conservation of Wetlands in India: A Profile (Approach and Guidelines)" issued by the Union Ministry of Environment and Forests. A copy of the said policy is annexed at **Annexure Z** along with a "Dossier of Lakes in Bangalore" prepared by Respondents 2, 3 and 9 which is annexed at **Annexure Z - 1**. Consequently, the said decision of leasing out lakes by Respondent 2 is arbitrary and in violation of Article 14 of the Constitution of India.

35)The action of Respondent 16 in initiating dredging of the lake without obtaining requisite clearances from the Karnataka State Pollution Control Board is in clear violation of Section 25 of the Water (Prevention and Control of Pollution) Act, 1974, which requires that wherever any industry, operation or process or any treatment or disposal system which is likely to discharge sewage or where by virtue of the activity there is going to be an altered outlet for the discharge of sewage or where the activity would begin to make a new discharge of sewage, then such activity needs the prior consent of the said Board. In the present circumstances, the effect of initiating project activities as defined in the Lease Agreement would clearly be covered by the restrictions contained u/s 25 of the aforesaid Water Act.

36)The action of the Respondent 16 of setting up a hotel complex with attendant recreational facilities attracting thousands of people every day, and consequently causing the discharge of sewage in excess of 50,000 litres per day would require clearance of the Union Ministry of Environment and Forests per Sec 2 (II) of the Environment Impact Assessment Notification 1994 r/w Item 31 of the Schedule I of the said Notification. The failure to obtain such clearance in accordance with the processes and procedures defined in the Notification, clearly constitutes a comprehensive and major violation of the provisions of this Notification and thereby of the Environment Protection Act, 1986. Similarly, Respondents 14 – 16 are in gross violation of legal requirements per the Hazardous Waste Management Rules and Municipal Solid Waste Management Rules issued in accordance with the Environment Protection Act.

#### **Grounds for interim relief**

37)In exercise of the rights conferred under the lease agreement, Respondent 16 has already started dredging the lake and destroying aquatic life, reducing the water spread area by dumping the excavated soil in the water body and thereby causing irreparable damage to the water body. There is an urgent

necessity to prohibit any further damage by such illegal action on the part of the Respondent 16.

38)The damage caused to the natural elements of the water body by the illegal and unscientific action of Respondent 16 is of such nature that there would be no possibility of reversing such damage at a later point of time. Hence there is a pressing necessity to pass necessary orders to prevent further destruction and damage to the water bodies and the complex web of life that they support.

39)The continued activity of running the recreational centre and hotel complex by Respondent 15 is extensively damaging the Nagawara Lake and there is an immediate necessity of preventing irreversible damage by discontinuing the present activity.

40)The same possibility of destruction of its essential ecological elements awaits the Agara Lake, and thereby it is essential to stay to operation of the Lease Agreement executed in favour of Respondent 14.

### **Prayer**

Wherefore it is prayed that this Hon'ble Court be pleased to:

- (i) Issue Writ or Order in the nature of Mandamus quashing the Agreements of Lease executed by Respondent 2 in favour of Respondents 14, 15 and 16 enclosed as **Annexure Q, R and S** respectively dated 20 April 2007, 27 November 2004 and 19 June 2006 respectively.
- (ii) Issue Writ or Order in the form of necessary directions directing Respondent 1 to frame a scheme for the effective administration of lakes and tanks in consonance with the

Principle of Intergenerational Equity and Public Trust Doctrine, in terms of the recommendations of the Lakshman Rau Committee and also in conformance with principles for wetland conservation and management as laid down by the Union Ministry of Environment and Forests in **Annexure Z**.

- (iii) Issue Writ or Order in the form of necessary directions directing Respondent 1 to ensure that any scheme regarding the preservation and conservation of tanks, lakes and such other water bodies protects free Right of Access to all publics in exercise of traditional and customary rights, and of enjoyment of nature and its resources in a responsible manner.
- (iv) Issue Writ or Order directing Respondent 1 to initiate proceedings to fix personal responsibility on the officials of Respondent 2 by instituting necessary judicial enquiry, for having been directly involved in causing irreparable damage and loss of biodiversity, destruction of wetland habitats and diminishing the quality of the wetland from the point of view of migratory and nesting birds, due to their action in leasing out lakes to private profit making entities in advancing commercial interests in abject violation of the applicable laws and norms.
- (v) Issue necessary Writ in the nature of Mandamus directing Respondents 14, 15 and 16 to take necessary steps to restore the lakes concerned to its original restored states prior to entering into Lease Agreements as annexed at Annexure Q, R and S at their expense in accordance with the Polluter Pays Principle.
- (vi) Issue any other Writ or Order or Direction as this Hon'ble Court may deem fit in the facts and circumstances of the case.

**Interim Prayer**  
**INTERIM RELIEF**

Pending disposal of the above said Writ Petition, this Hon'ble Court be pleased to stay the operation of **Annexures Q, R and S**, dated 20 April 2007, 27 November 2004 and 19 June 2006 respectively, and restrain any action in pursuance of the aforementioned Lease Agreements in the interest of equity and justice.

Bangalore

Advocate for Petitioner

Date:

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IN THE HIGH COURT OF KARNATAKA AT  
BANGALORE

Writ Petition No. /2008

BETWEEN

Environment Support Group..... Petitioner

AND:

The State of Karnataka and Ors..... Respondents

**Verifying Affidavit**

I, Dr. Robert John Chandran, aged 39 years, S/o Late John Chandran, solemnly affirm and state on oath as follows:

1. That I am a Trustee of Environment Support Group, a non-profit public interest research, training and advocacy initiative registered as a Public Charitable Trust and am authorized to swear to this affidavit on its behalf and also on behalf of the other Trustees.
2. That what is stated above in Para 1 to 40 is true and correct to the best of my knowledge, information and belief, and as per the legal advice obtained.
3. I state that **Annexures A – Z** are true copies of their originals.

Date:

Deponent

Place: Bangalore

Dr. Robert John Chandran

Identified by me

Advocate