

ಮೈಸೂರು  ವಿಶ್ವವಿದ್ಯಾನಿಲಯ

ಕಾರ್ಯಸೂಚಿ-1

“ಸಿಂಡಿಕೇಟನ ವಿಶೇಷ ಸಭೆ”

ದಿನಾಂಕ : 06-03-2023, ಸೋಮವಾರ

ಅಪರಾಹ್ನ : 11-30 ಗಂಟೆಗೆ



ಸ್ಥಳ : ಸಿಂಡಿಕೇಟ್ ಸಭಾಂಗಣ
ಕ್ರಾಫರ್ಡ್ ಭವನ, ಮೈಸೂರು ವಿ.ವಿ.
ಮೈಸೂರು


ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯ

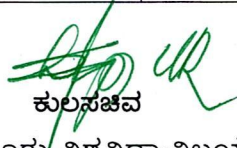

ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಕ್ರಾಫರ್ಡ್ ಭವನದ ಸಿಂಡಿಕೇಟ್ ಸಭಾಂಗಣದಲ್ಲಿ ದಿನಾಂಕ:06-03-2023ರ ಸೋಮವಾರ ಪೂರ್ವಾಹ್ನ 11-30 ಗಂಟೆಗೆ ನಡೆಯಲಿರುವ "ಸಿಂಡಿಕೇಟನ ವಿಶೇಷ ಸಭೆ"ಯಲ್ಲಿ ಮಂಡಿಸಲಿರುವ ವಿಷಯಗಳು.

ಕಾರ್ಯಸೂಚಿ-1

ವಿಷಯ ಸಂಖ್ಯೆ	ವಿಷಯ ಸಂಕ್ಷಿಪ್ತವಾಗಿ	ಪುಟ ಸಂಖ್ಯೆ ಮತ್ತು ಅಡಕ
Spl.Syn 2023/3.1	ದಿನಾಂಕ:04-03-2023ರ "ಸಿಂಡಿಕೇಟನ ವಿಶೇಷ ಸಭೆ"ಯ ಕಾರ್ಯಸೂಚಿ" ಯಲ್ಲಿರುವಂತೆ.	1-4
Spl.Syn 2023/3.2	ಕುರುಬಾರಹಳ್ಳಿಯ ರೀ ಸರ್ವೆ ನಂ. 5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು 03 ಎಕರೆ ಜಮೀನನ್ನು ನೀಡುವ ಬಗ್ಗೆ.	5-53 (ಅನುಬಂಧ-ಅ-ಇ)

ದಿನಾಂಕ : 06-03-2023

ಸ್ಥಳ : ಮೈಸೂರು


 ಕುಲಸಚಿವ
 ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯ

 ಮೈಸೂರು
 06/3

ಕುರುಬಾರಹಳ್ಳಿಯ ರೀ ಸರ್ವೆ ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು 03 ಎಕರೆ ಜಮೀನನ್ನು ನೀಡುವ ಬಗ್ಗೆ

ಮಾನ್ಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಮೈಸೂರು ಜಿಲ್ಲೆ, ಮೈಸೂರು ಇವರು ಪತ್ರ ರವಾನಿಸಿದ್ದು, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಕಸಬಾ ಹೋಬಳಿ, ಕುರುಬಾರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.5ರಲ್ಲಿ 22 ಎಕರೆ ವಿಸ್ತೀರ್ಣದ ಜಮೀನಿನ ಪೈಕಿ 3-09 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಬಂಡಿದಾರಿ ಖರಾಬು 0-09 ಗುಂಟೆ ಉಳಿಕೆ 3-00 ಎಕರೆ ಜಮೀನನ್ನು ಸೈನ್ಸ್ ಪಾರ್ಕ್/ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ ಕಾಯ್ದಿರಿಸಲು ಕ್ರಮವಹಿಸುವಂತೆ, ತಹಸೀಲ್ದಾರ್, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಮೈಸೂರು ರವರು ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಸದರಿಯವರ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಕಸಬಾ ಹೋಬಳಿ, ಕುರುಬಾರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನನ್ನು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ 99 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ನೀಡಿರುವುದರಿಂದ ಸದರಿ ಜಮೀನಿನ ಪೈಕಿ 3.00 ಎಕರೆ ಜಮೀನನ್ನು ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕಾಗಿ ಅನುಕೂಲವಾಗುವಂತೆ ಸೈನ್ಸ್ ಪಾರ್ಕ್/ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ ಉಪಯೋಗಿಸಿಕೊಳ್ಳುವ ನಿಟ್ಟಿನಲ್ಲಿ ಸದರಿ ಜಮೀನನ್ನು ಜಿಲ್ಲಾಡಳಿತಕ್ಕೆ ವರ್ಗಾಹಿಸಲು ಅಗತ್ಯ ಕ್ರಮಕೈಗೊಳ್ಳುವಂತೆ ಕೋರಿದೆ.(ಅನುಬಂಧ-ಅ)

ಮೈಸೂರು ತಾಲ್ಲೂಕು ಕುರುಬಾರಹಳ್ಳಿ ಸರ್ವೆ ನಂ.4ರಲ್ಲಿ (ರೀ. ಸರ್ವೆ ನಂ.5) ಅಂದಿನ ಮೈಸೂರು ಮಹಾರಾಜರು 22 ಎಕರೆ ಜಮೀನನ್ನು ಇಂದಿನ ವಾಕ್ ಶ್ರವಣ ಸಂಸ್ಥೆ ಪ್ರಾರಂಭಿಸಲು ಮಾನ್ಯ ರಾಷ್ಟ್ರಾಧ್ಯಕ್ಷರಿಗೆ 1965ರಲ್ಲಿ (Gift Deed) ನೀಡಿದ್ದು, ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ವಾಕ್ ಶ್ರವಣ ಸಂಸ್ಥೆಯನ್ನು ಪ್ರಾರಂಭಿಸುವ ಬದಲಾಗಿ ಮಾನಸಗಂಗೋತ್ರಿಯ ಆವರಣದಲ್ಲಿ ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ವತಿಯಿಂದ 1967ರಲ್ಲಿ 32 ಎಕರೆ ಜಮೀನನ್ನು ವಾಕ್ ಶ್ರವಣ ಸಂಸ್ಥೆ ಪ್ರಾರಂಭಿಸಲು ಮಾನ್ಯ ರಾಷ್ಟ್ರಪತಿಗಳಿಗೆ ನೀಡಿಲಾಗಿದೆ. ನಂತರ 1970ರಲ್ಲಿ ಕೇಂದ್ರ ಸರ್ಕಾರವು ಮಾನ್ಯ ರಾಷ್ಟ್ರಾಧ್ಯಕ್ಷರು ಮೇಲೆ ತಿಳಿಸಿದ ಕುರುಬಾರಹಳ್ಳಿ ಸರ್ವೆ ನಂ.4ರ (ರೀ ಸರ್ವೆ ನಂ.5) 22 ಎಕರೆ ಜಮೀನನ್ನು 99 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಹೆಸರಿಗೆ ವರ್ಗಾಯಿಸಲಾಗಿರುತ್ತದೆ. 1980ರಲ್ಲಿ ಶ್ರೀ ರಾಚಯ್ಯ ಮತ್ತು ಶ್ರೀ ನಂಜಯ್ಯ ಎಂಬುವವರು ಮೈಸೂರು ಭೂ ನ್ಯಾಯ ಮಂಡಳಿಗೆ ಅರ್ಜಿ ನೀಡಿ ಕುರುಬಾರಹಳ್ಳಿ ಸರ್ವೆ ನಂ.4ರಲ್ಲಿ ತಲಾ 4 ಎಕರೆ ಜಮೀನಿಗೆ ಅನುಬೋಗದಾರರೆಂದು ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

ಈ ಸಂಬಂಧ ಗೌರವಾನ್ವಿತ ಸರ್ವೋಚ್ಚನ್ಯಾಯಾಲಯದಲ್ಲಿ ವಿಶ್ವವಿದ್ಯಾನಿಲಯವು ದಾಖಲಿಸಿದ ಸಿವಿಲ್ ಅಪೀಲ್ ಸಂಖ್ಯೆ:170-173/2011ರಲ್ಲಿನ ದಿನಾಂಕ:23.03.2018ರ ಅಂತಿಮ ತೀರ್ಪಿನಲ್ಲಿ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಗರ ಭೂ ಮಾಪನ ಅಧಿಕಾರಿಗಳ ದಾಖಲೆಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಮೇಲೆ ಹೇಳಿದ 22 ಎಕರೆ ಭೂಮಿಯು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಕಾನೂನು ಬದ್ಧ ಸ್ವಾಧೀನದಲ್ಲಿದೆ ಎಂಬುದನ್ನು ಶ್ರುತಪಡಿಸಿದೆ.

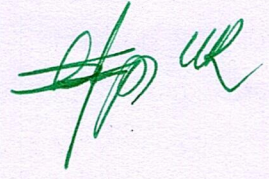
ಸರ್ವೋಚ್ಚನ್ಯಾಯಾಲಯದ ತೀರ್ಪಿನ ಮೇರೆಗೆ ಕುರುಬಾರಹಳ್ಳಿ ರೀ ಸರ್ವೆ ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಈ ಕೆಳಕಂಡ 07 ಮಂದಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಿರುತ್ತಾರೆ.

1. ಶ್ರೀ.ಧರ್ಮಸ್ಥಳ ಮಂಜುನಾಥೇಶ್ವರ ಎಜುಕೇಷನಲ್ ಟ್ರಸ್ಟ್, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:0.8/12/2018-North Side (Pending)
2. ಶ್ರೀ.ಮೋಹನ್ ಕೆ ರಾಮಪುರೆ ಬಿನ್ ಲೇ.ಕೃಷ್ಣಾಜಿ ರಾವ್, #60, 2ನೇ ಕ್ರಾಸ್, ಚಾಮುಂಡಿ ಹಿಲ್ ರಸ್ತೆ ಜೆ.ಸಿ.ನಗರ, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.803/2018-(Disposed)
3. ಶ್ರೀಮತಿ.ಶ್ರೀಲಕ್ಷ್ಮೀ ಹೆಚ್ ನಾಯ್ಕ ಕೋಂ ಮುರಳಿಧರ್ ಕೆ ಪಿ #876, ದೇವಗಿರಿ ಇ ಮತ್ತು ಎಫ್ ಬ್ಲಾಕ್, ಮನುಜಪತಿ ರಸ್ತೆ, ಕುವೆಂಪುನಗರ, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.800/2018-(Disposed)
4. ಶ್ರೀಮತಿ.ಶಾಂತ ಕುಮಾರಿ ಕೋಂ ಲೇ ಹೀರಣ್ಣ, #52, 3ನೇ ಕ್ರಾಸ್, 'ಜಿ' ಬ್ಲಾಕ್, ರಾಮಕೃಷ್ಣನಗರ, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.657/2018-(Disposed)
5. ಶ್ರೀಮತಿ.ಸಂಧ್ಯಾ ಸದಾನಾಡ್ ಭಾರ್ಗಿ ಕೋಂ ಸದಾನಾಡ್ ಭಾರ್ಗಿ, ಆಶೀರ್ವಾದ್ ಓಲ್ಡ್ ಇನ್‌ಕಂಟ್ರಾಕ್ಟ್ ಕಛೇರಿ ಹತ್ತಿರ, ವಿದ್ಯಾನಗರ, ಹುಬ್ಳಿ ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.573/2018-(Pending)
6. ಶ್ರೀ.ಹೆಚ್.ಎನ್.ಕಿಶೋರ್ ಬಿನ್ ಲೇ ಹೆಚ್ ಆರ್.ನಾರಾಯಣ, #1226/1, 3ನೇ ಮುಖ್ಯರಸ್ತೆ, ಕೃಷ್ಣಮೂರ್ತಿಪುರಂ, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.636/2018-(Disposed)
7. ಶ್ರೀ.ಎ.ವಿ.ಅಶೋಕ್ ಬಿನ್ ಎ ವಿ ವೇಣು ಗೋಪಾಲ್, #ಮಾನ್ಸವಿ ಎಂಟರ್‌ಪ್ರೈಸಸ್, ಚಾಮುಂಡಿ ಹಿಲ್ ಮುಖ್ಯರಸ್ತೆ, ಜೆ.ಸಿ.ನಗರ ಎದುರು, ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.616/2018-(Disposed)
8. ಶ್ರೀ.ಮುರುಗೇಶ್ ಬಿನ್ ಲೇ.ರಾಜಯ್ಯ, ತಾವರೇಕಟ್ಟೆ (ಗ್ರಾ), ಲಲಿತಾದ್ರಿಪುರ (ಪೋ), ಮೈಸೂರು ಇವರ ದಾವೆ ಸಂಖ್ಯೆ:ಓ.ಎಸ್.ನಂ.970/2021 in the court of II Civil Judge & JMFC, Mysore-(Pending)

ಈ ಸಂಬಂಧ ದಿನಾಂಕ:15.11.2021ರಂದು ಜರುಗಿದ ಸಿಂಡಿಕೇಟ್ ಸಭೆಯಲ್ಲಿ ಕುರುಬಾರಹಳ್ಳಿಯ ರೀ ಸರ್ವೆ ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಸೈನ್ಸ್ ಪಾರ್ಕ್‌ಗೆ 07 ಎಕರೆ ಜಮೀನನ್ನು ಮತ್ತು ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು 03 ಎಕರೆ ಜಮೀನನ್ನು ನೀಡಲು ಹಾಗೂ ಒಡಂಬಡಿಕೆಗೆ (MoU) ಸಹಿ ಮಾಡಲು ಸಿಂಡಿಕೇಟ್ ಸಭೆಯು ಅನುಮೋದಿಸಿತು. (ಅನುಬಂಧ-ಆ)

ಮುಂದುವರೆದು ದಿನಾಂಕ: 04.03.2023ರಂದು ಮಾನ್ಯ ಕುಲಪತಿಗಳ ಕೊಠಡಿಯಲ್ಲಿ ಮಾನ್ಯ ಕುಲಪತಿಗಳು ಹಾಗೂ Indian Institute of Astrophysics ಸದಸ್ಯರನ್ನೊಳಗೊಂಡಂತೆ ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು ದಿನಾಂಕ:01.12.2021ರಂದು MoU ಮಾಡಿಕೊಂಡಿದ್ದು, ಇದು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಸ್ವಾಧೀನದಲ್ಲಿದ್ದು, ಸಂಪೂರ್ಣ ಭೂಮಿಯನ್ನು ವರ್ಗಾಯಿಸಿರುವುದಿಲ್ಲ. ಆದುದರಿಂದ ಭೂಮಿಯ ಉಪ ಗುತ್ತಿಗೆಯನ್ನು IIAಗೆ ನೀಡಿದ್ದಲ್ಲಿ ಮುಂದಿನ ಕ್ರಮ ವಹಿಸಲಾಗುವುದೆಂದು ಸಭೆಯಲ್ಲಿ ತೀರ್ಮಾನಿಸಲಾಯಿತು. (ಅನುಬಂಧ-ಇ)

ಈ ಮೇಲಿನ ವಿಷಯವನ್ನು ಅವಗಾಹನೆಗೆ ತರುತ್ತಾ, ಸದರಿ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾನ್ಯ ರಾಷ್ಟ್ರಾಧ್ಯಕ್ಷರು 1970ರಲ್ಲಿ ಕುರುಬಾರಹಳ್ಳಿ ಸರ್ವೆ ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನನ್ನು 99 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ರಾಷ್ಟ್ರಪತಿಗಳು, ಕೇಂದ್ರ ಸರ್ಕಾರ ಹಾಗೂ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚನ್ಯಾಯಾಲಯದ ತೀರ್ಪಿನ ಅನುಸಾರ ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಸ್ವಾಧೀನದಲ್ಲಿರುತ್ತದೆ. ಸದರಿ ಜಮೀನಿನಲ್ಲಿ ಮೇಲೆ ತಿಳಿಸಿರುವ ಯೋಜನೆಯನ್ನು ರೂಪಿಸುವ ಸಲುವಾಗಿ ಕೇಂದ್ರ ಸರ್ಕಾರದ ಅಧಿಕೃತ ಅನುಮೋದನೆಯನ್ನು ಹಾಗೂ ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿಶ್ವವಿದ್ಯಾನಿಲಯಗಳ ಕಾಯ್ದೆ 2000 ಪ್ರಕರಣ 3ರ (3) ಮತ್ತು (4)ರ ಪ್ರಕಾರ ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ಜಮೀನನ್ನು ಇತರರಿಗೆ ಪರಬಾರೆ/ಲೀಸ್ ನೀಡಬೇಕಾದಲ್ಲಿ ರಾಜ್ಯ ಸರ್ಕಾರದ ಪೂರ್ವಾನುಮೋದನೆ ಪಡೆಯದೇ ಕ್ರಮಕೈಗೊಳ್ಳುವಂತಿಲ್ಲ ಎಂಬ ಅಂಶವನ್ನು ಅವಗಾಹನೆಗಾಗಿ ತರುತ್ತಾ, ಸದರಿ ವಿಷಯ ಕುರಿತು ಕೈಗೊಳ್ಳಬಹುದಾದ ಕ್ರಮದ ಬಗ್ಗೆ ವಿಷಯವನ್ನು ಸಿಂಡಿಕೇಟ್ ಅವಗಾಹನೆ ಹಾಗೂ ನಿರ್ಣಯಕ್ಕಾಗಿ ಮಂಡಿಸಿದೆ.



ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕಾರ್ಯಾಲಯ, ಮೈಸೂರು ಜಿಲ್ಲೆ, ಮೈಸೂರು

ದೂರವಾಣಿ ಸಂಖ್ಯೆ: 0821-2424079, 2422110, 2428383

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ಸಂಖ್ಯೆ : MYSDC-LND1/LG/124/2021 E- 140639

ದಿನಾಂಕ: 21/06/2021

(ಲಗತ್ತ ಮೂಲ ನಕ್ಷೆ)

ಉಪ ಕುಲಪತಿಗಳು

ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯ

ಮೈಸೂರು.

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಕಸಬಾ ಹೋಬಳಿ, ಕುರಬಾರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ. 5 ರಲ್ಲಿ 3-00 ಎಕರೆ ಜಮೀನನ್ನು ಸೈನ್ಸ್ ಪಾರ್ಕ್ /ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ ವರ್ಗಾಯಿಸುವ ಕುರಿತು.

ಉಲ್ಲೇಖ:1) ತಹಸೀಲ್ದಾರ್, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಮೈಸೂರು ರವರ ಪತ್ರ ಸಂಖ್ಯೆ LND(K)PR NO 42/2021-22 ದಿನಾಂಕ: 16/06/2021

2) ಈ ಕಾರ್ಯಾಲಯದ ಪತ್ರ ಸಮ ಸಂಖ್ಯೆ ದಿನಾಂಕ: 17/06/2021

ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಕಸಬಾ ಹೋಬಳಿ, ಕುರಬಾರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ. 5 ರಲ್ಲಿ 22-00 ಎಕರೆ ವಿಸ್ತೀರ್ಣದ ಜಮೀನಿನ ಪೈಕಿ 3-09 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಬಂಡಿದಾರಿ ಖರಾಬು 0-09 ಗುಂಟೆ ಉಳಿಕೆ 3-00 ಎಕರೆ ಜಮೀನನ್ನು ನಿಮ್ಮ ಕಾರ್ಯಾಲಯದ ಅನುಮತಿ ಪಡೆದು ಸೈನ್ಸ್ ಪಾರ್ಕ್ /ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ ಕಾಯ್ದಿರಿಸಲು ಕ್ರಮವಹಿಸುವಂತೆ, ತಹಸೀಲ್ದಾರ್, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಮೈಸೂರು ರವರು ಉಲ್ಲೇಖದಂತೆ ಈ ಕಛೇರಿಗೆ ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸಿರುವ ಮೇರೆಗೆ, ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಕಸಬಾ ಹೋಬಳಿ, ಕುರಬಾರಹಳ್ಳಿ ಗ್ರಾಮದ ಸ.ನಂ. 5 ರಲ್ಲಿ 22-00 ಎಕರೆ ಜಮೀನನ್ನು ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ 99 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ನೀಡಿರುವುದು ಕಂಡುಬಂದಿರುವುದರಿಂದ, ಸದರಿ ಜಮೀನಿನ ಪೈಕಿ ಬಂಡಿದಾರಿ ಖರಾಬು 0-09 ಗುಂಟೆ ಜಮೀನು ಹೊರತುಪಡಿಸಿ ಉಳಿಕೆ 3-00 ಎಕರೆ ಜಮೀನನ್ನು ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕಾಗಿ ಅನುಕೂಲವಾಗುವಂತೆ ಸೈನ್ಸ್ ಪಾರ್ಕ್ /ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ, ಉಪಯೋಗಿಸಿಕೊಳ್ಳುವ ನಿಟ್ಟಿನಲ್ಲಿ ತಮ್ಮ ವ್ಯಾಪ್ತಿಯಲ್ಲಿರುವ ಸದರಿ ಜಮೀನನ್ನು ಜಿಲ್ಲಾಡಳಿತಕ್ಕೆ ವರ್ಗಾಯಿಸಲು ಅಗತ್ಯ ಕ್ರಮಕೈಗೊಳ್ಳುವಂತೆ ಉಲ್ಲೇಖ (2) ರ ಪತ್ರದಲ್ಲಿ ಕೋರಲಾಗಿತ್ತು.

ಆದರೆ ತಹಸೀಲ್ದಾರ್ ಮೈಸೂರು ತಾಲ್ಲೂಕು, ರವರು ಬಂಡಿದಾರಿ ಖರಾಬು 0-3 1/2 ಗುಂಟೆ ಹೊರತುಪಡಿಸಿ ಉಳಿಕೆ 3-00 ಎಕರೆ ಜಮೀನು ಕಾಯ್ದಿರಿಸುವಂತೆ ನಕ್ಷೆ ಸಲ್ಲಿಸಿರುವ ಮೇರೆಗೆ ಪ್ರಸ್ತಾಪಿತ ಜಮೀನಿನಲ್ಲಿ ಬಂಡಿದಾರಿ ಖರಾಬು 0-3 1/2 ಗುಂಟೆ ಹೊರತುಪಡಿಸಿ ಉಳಿಕೆ 3-00 ಎಕರೆ ಜಮೀನನ್ನು ಸಾರ್ವಜನಿಕ ಉಪಯೋಗಕ್ಕಾಗಿ ಅನುಕೂಲವಾಗುವಂತೆ ಸೈನ್ಸ್ ಪಾರ್ಕ್ /ಪ್ಲಾನಿಟೋರಿಯಂ ಉದ್ದೇಶಕ್ಕಾಗಿ ಉಪಯೋಗಿಸಿಕೊಳ್ಳುವ ನಿಟ್ಟಿನಲ್ಲಿ ತಮ್ಮ ವ್ಯಾಪ್ತಿಯಲ್ಲಿರುವ ಸದರಿ ಜಮೀನನ್ನು ಜಿಲ್ಲಾಡಳಿತಕ್ಕೆ ವರ್ಗಾಯಿಸಲು ಅಗತ್ಯ ಕ್ರಮಕೈಗೊಳ್ಳುವಂತೆ ಹಾಗೂ ಒಂದುವೇಳೆ ಆಡಳಿತಾತ್ಮಕ ಕಾರಣಗಳಿಂದಾಗಿ (ಉದಾ: ಸಿಂಡಿಕೇಟ್ ಸಭೆಯ ಒಪ್ಪಿಗೆ) ವಿಳಂಬವಾಗುವುದಿದ್ದಲ್ಲಿ ಜಮೀನನ್ನು ವರ್ಗಾಯಿಸಿ ನಂತರ, ಅವಶ್ಯವಿರುವ ಅನುಮೋದನೆಗಳನ್ನು ಪಡೆಯಲು ಕ್ರಮಕೈಗೊಳ್ಳಲು ಮತ್ತೊಮ್ಮೆ ಕೋರುತ್ತಾ, ತಹಸೀಲ್ದಾರ್ ರವರು ಈ ಕಛೇರಿಗೆ ಸಲ್ಲಿಸಿರುವ ನಕ್ಷೆಯನ್ನು ಈ ಕೂಡ ಲಗತ್ತಿಸಿ ಸಲ್ಲಿಸಿದೆ.

To

E.O

To Shri...

21/6/2021

ಕಮ್ಯುನಿಟಿಯ
ಜಿಲ್ಲಾಧಿಕಾರಿ
ಮೈಸೂರು ಜಿಲ್ಲೆ, ಮೈಸೂರು

UNIVERSITY OF MYSORE
EXTRACT FROM THE PROCEEDINGS OF THE ORDINARY/SPECIAL
SYNDICATE MEETING HELD ON 15.11.2021

ಸೂಚನೆ: ಸಿಂಡಿಕೇಟ್ ಸಭೆಯ ನಡವಳಿಯನ್ನು ಸಂಬಂಧಪಟ್ಟ
ವ್ಯವಸ್ಥಾಪಕ ಕಾರ್ಯನಿರ್ವಾಹಕರು ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕದಿಂದ 02 ದಿನಗಳ ಒಳಗೆ
ಪ್ರಧಾನರು ಆಕ್ಷೇಪಣೆ ಇದ್ದಲ್ಲಿ ಸಿಂಡಿಕೇಟ್ ವಿಭಾಗಕ್ಕೆ ತಿಳಿಸುವುದು ಇಲ್ಲವಾದಲ್ಲಿ
ನಡವಳಿಯಲ್ಲಿ ಹೇಳಿರುವ ಎಲ್ಲಾ ಅಂಶಗಳು ಸರಿಯಾಗಿವೆ ಎಂದು ಪರಿಗಣಿಸಲಾಗುತ್ತದೆ
ಹಾಗೂ ನಡವಳಿಯಲ್ಲಿನ ತೀರ್ಮಾನಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಅಗತ್ಯ ಕ್ರಮಕೈಗೊಂಡು ಈ
ಸಂಬಂಧ ಹೊರಡಿಸಿರುವ ಆದೇಶ/ಅಧಿಸೂಚನೆ/ಸುತ್ತೋಲೆ ಪ್ರತಿಯನ್ನು 8 ದಿನಗಳ ಒಳಗೆ
ಸಿಂಡಿಕೇಟ್ ವಿಭಾಗಕ್ಕೆ ಕಳುಹಿಸತಕ್ಕದ್ದು.

ಎನ್.ಸಿ.ಎಸ್.ಎಂ ಮಾರ್ಗಸೂಚಿ ಪ್ರಕಾರ ಚಾಮುಂಡಿ ಬೆಟ್ಟದ ತಪ್ಪಲಿನ ಕುರುಬಾರಹಳಿಯಲ್ಲಿರುವ
ಸರ್ವೆ ನಂ.5ರಲ್ಲಿ 7ಎಕರೆ ಜಮೀನನ್ನು ಮೈಸೂರು ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರ ಸ್ಥಾಪನೆ ಮಾಡಲು
ಸೂಕ್ತವಾಗಿರುವುದರಿಂದ, ಸದರಿ ಜಾಗವನ್ನು ಉದ್ದೇಶಿತ ಕೇಂದ್ರದ ಸ್ಥಾಪನೆಗೆ ನೀಡುವಂತೆ
ಕೋರಿರುತ್ತಾರೆ.

ಕೇಂದ್ರ ಮತ್ತು ರಾಜ್ಯ ಸರ್ಕಾರಗಳ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ “ಮೈಸೂರು ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರ
ಕಟ್ಟಡ ನಿರ್ಮಾಣ” ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ವ್ಯಾಪ್ತಿಯ ಕುಕ್ಕರಹಳ್ಳಿ ಕರೆಯ ಆವರಣದ
ಜಲದರ್ಶಿನಿ ಮುಂಭಾಗ 7 ಎಕರೆ ಜಾಗವನ್ನು ದಿನಾಂಕ:12.12.2009ರಂದು ಜರುಗಿದ ಸಿಂಡಿಕೇಟ್
ಸಭೆಯಲ್ಲಿ ಮೈಸೂರು ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರವನ್ನು ನಿರ್ಮಾಣ ಮಾಡಲು ಜಾಗವನ್ನು
ಹಸ್ತಾಂತರಿಸಲು ತೀರ್ಮಾನದನ್ವಯ ಸದರಿ ಜಾಗವನ್ನು ನೀಡಲಾಗಿತ್ತು. ಸದರಿ ಜಾಗದಲ್ಲಿ ಮೈಸೂರು
ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರ ಕಟ್ಟಡ ನಿರ್ಮಾಣದ ಕಾಮಗಾರಿ ಪ್ರಗತಿಯಲ್ಲಿರುವಾಗ ತಹಶೀಲ್ದಾರ್,
ಮೈಸೂರು ತಾಲ್ಲೂಕು, ಮೈಸೂರು ಇವರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ ನೋಟೀಸ್ ನೀಡಿ ಕರೆಯ
ಆವರಣದಲ್ಲಿ ಕಟ್ಟಡ ನಿರ್ಮಾಣ ಮಾಡುತ್ತಿರುವುದಕ್ಕೆ ಆಕ್ಷೇಪಣೆಯನ್ನು ವ್ಯಕ್ತಪಡಿಸಿ ಕಾಮಗಾರಿ
ಸ್ಥಗಿತಗೊಳಿಸಲು ತಿಳಿಸಿರುತ್ತಾರೆ. ಸದರಿ ಆಕ್ಷೇಪಣೆ ಅನುಸಾರ ಕಾಮಗಾರಿಯು ಪ್ರಾರಂಭಗೊಂಡು
ಅಡಿಪಾಯದ ಹಂತದಲ್ಲಿಯೇ ಸ್ಥಗಿತಗೊಳಿಸಲಾಗಿರುತ್ತದೆ.

ಪ್ರಸ್ತುತ ಕಾಮಗಾರಿಯನ್ನು ಮುಂದುವರಿಸುವ ಸಂಬಂಧ ದಿನಾಂಕ:13.12.2017ರಂದು ಪ್ರಧಾನ
ಕಾರ್ಯದರ್ಶಿಗಳು, ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ, ಜೈವಿಕ ತಂತ್ರಜ್ಞಾನ ಮತ್ತು ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ
ಇಲಾಖೆ, ಬೆಂಗಳೂರು ಇವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ವಿವಿಧ ಅಧಿಕಾರಿಗಳೊಂದಿಗೆ ಸಭೆ ನಡೆಸಿ, NGT
ನಿಯಮಾನುಸಾರ ಕರೆಯ ಆವರಣದಲ್ಲಿ ಕಟ್ಟಡ ನಿರ್ಮಾಣ ಆಕ್ಷೇಪಣಾರ್ಹವೆಂದು ಪರಿಗಣಿಸಿ, ಈ
ಕಟ್ಟಡ ನಿರ್ಮಾಣ ಸಂಬಂಧ ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ ವತಿಯಿಂದ ಕುಕ್ಕರಹಳ್ಳಿ ಕರೆಯ ದಂಡೆಯಲ್ಲಿ
ಗುರುತಿಸಲಾಗಿದ್ದ ಜಾಗದ ಬದಲು ಮೈಸೂರು ಕುರುಬಾರಹಳಿಯಲ್ಲಿರುವ ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ
ಜಮೀನಿನ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ “ಮೈಸೂರು ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರ ಕಟ್ಟಡವನ್ನು ನಿರ್ಮಾಣ” ಮಾಡುವ
ಸಂಬಂಧ ಅವಶ್ಯಕ ಜಮೀನನ್ನು ನೀಡುವಂತೆ ತೀರ್ಮಾನಿಸಲಾಗಿದೆ. ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಈಗಾಗಲೇ
ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ ಸೇರಿದ ಕುರುಬಾರಹಳ್ಳಿ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಕೆಲವು
ಸಾರ್ವಜನಿಕರಿಂದ ಜಿ.ಎಂ.ಎಫ್.ಸಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಲಾಗಿದ್ದು, ಈ ಜಾಗವು
ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಇತ್ಯರ್ಥವಾಗದೆ ನೀಡಲು ಸಾಧ್ಯವಿಲ್ಲವೆಂದು ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯದ
ಕಾನೂನು ಸಲಹೆಗಾರರು ಅಭಿಪ್ರಾಯ ನೀಡಿರುವ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಇದಕ್ಕೆ ಪ್ರತಿಯಾಗಿ NCSM ರವರು
ಬದಲಿ ಜಾಗವನ್ನು ನೀಡುವಂತೆ ಮತ್ತೊಮ್ಮೆ ಕೋರಿರುತ್ತಾರೆ.

ಪ್ರಸ್ತುತ ಮಾನ್ಯ ಕುಲಪತಿಗಳು NCSM ಇವರು ಕೋರಿಕೆಯನ್ನು ಪರಿಗಣಿಸಿ, ಮೈಸೂರು
ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರವನ್ನು ಸ್ಥಾಪಿಸಲು ಅವಶ್ಯವಿರುವ ಜಾಗವನ್ನು ಲಲಿತ ಕಲೆಗಳ ಕಾಲೇಜಿನ
ಹಿಂಭಾಗದ 5 ಎಕರೆ ಜಾಗವನ್ನು ಗುರುತಿಸಿ, ನೀಡಲು ವಿಶ್ವವಿದ್ಯಾನಿಲಯವು ತಮ್ಮ ಸಮ್ಮತಿಯನ್ನು
ಸೂಚಿಸಿ ಆದೇಶ ನೀಡಲಾಗಿರುತ್ತದೆ.



ನ ಆದೇಶದಲ್ಲಿ ಲಲಿತ ಕಲೆಗಳ ಕಾಲೇಜಿನ ಹಿಂಭಾಗದಲ್ಲಿ 5 ಎಕರೆ ಜಾಗವನ್ನು ಈಗಾಗಲೇ ಆದೇಶ ನೀಡಲಾಗಿದ್ದು, ಈ ಸಂಬಂಧ ಗುರುತಿಸಿರುವ ಜಾಗದಲ್ಲಿ ಮೈಸೂರು ವಿಜ್ಞಾನ ಕೇಂದ್ರದ ಕಟ್ಟಡ ನಿರ್ಮಿಸುವ ಸಂಬಂಧ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿಗಳು, ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಇಲಾಖೆ ಮತ್ತು ವಿಜ್ಞಾನ ಮತ್ತು ತಂತ್ರಜ್ಞಾನ, ಬೆಂಗಳೂರು ಇವರಿಗೆ ಪತ್ರ ಯಲಾಗಿದ್ದು, ಆದರೆ ಇಲ್ಲಿಯವರೆವಿಗೂ ಯಾವುದೇ ಪ್ರತ್ಯುತ್ತರ ಬಂದಿರುವುದಿಲ್ಲ.

ಆದುದರಿಂದ ದಿನಾಂಕ:13.3.2021ರ ಶನಿವಾರ ಬೆಳಿಗ್ಗೆ 11.00 ಗಂಟೆಗೆ ಸ್ಥಳದ ವೀಕ್ಷಣೆಗೆ ಕೆಸ್ವೆಪ್ಸಿ ಸಂಸ್ಥೆಯ ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು, ಲಲಿತಕಲೆಗಳ ಕಾಲೇಜಿನ ಹಿಂಭಾಗದ 05 ಎಕರೆ ಜಾಗವನ್ನು ನಿರಾಕರಿಸಿದ್ದು, ಈ ಬಗ್ಗೆ ಬದಲಿ ಜಾಗವನ್ನು ದಿನಾಂಕ:01.10.2021ರ ಪತ್ರದಲ್ಲಿ ಕೋರಿರುವುದರ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಕುರುಬಾರಹಳ್ಳಿ ಸ.ನಂ.5ರ 22 ಎಕರೆ ಜಾಗದ ಪೈಕಿ 07 ಎಕರೆಯನ್ನು ಮೈಸೂರು ಪ್ರಾದೇಶಿಕ ವಿಜ್ಞಾನ ಕೇಂದ್ರದ ಕಟ್ಟಡ ನಿರ್ಮಾಣ ಮಾಡಲು ಕುರುಬಾರಹಳ್ಳಿ ಸ.ನಂ.5ರ 22 ಎಕರೆ ಜಾಗದ 07 ಎಕರೆಯಲ್ಲಿ ಉದ್ದೇಶಿತ ಕೇಂದ್ರದ ಸ್ಥಾಪನೆಗೆ ನೀಡುವಂತೆ ಕೋರಿರುತ್ತಾರೆ.

ಈ ಮೇಲಿನ ವಿಷಯವನ್ನು ಅವಗಾಹನೆಗೆ ತರುತ್ತಾ, ಸದರಿ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾನ್ಯ ರಾಷ್ಟ್ರಾಧ್ಯಕ್ಷರು 1970ರಲ್ಲಿ ಕುರುಬಾರಹಳ್ಳಿ ಸರ್ವೆ ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನನ್ನು 99 ವರ್ಷಗಳ ಅವಧಿಗೆ ಗುತ್ತಿಗೆ ಆಧಾರದ ಮೇಲೆ ರಾಷ್ಟ್ರಪತಿಗಳು ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ ನೀಡಿರುತ್ತಾರೆ. ತದನಂತರ ಶ್ರೀ.ರಾಜಯ್ಯ ಮತ್ತು ಶ್ರೀ.ನಂಜಯ್ಯ ಇವರುಗಳು ಕುರುಬಾರಹಳ್ಳಿ ಸ.ನಂ.5ರಲ್ಲಿ ತಲಾ 4 ಎಕರೆ ಜಮೀನಿಗೆ ಅನುಬೋಗದಾರರೆಂದು ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಿದ್ದರ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚನ್ಯಾಯಾಲಯವು ಸದರಿ ಜಮೀನು ಮೈಸೂರು ವಿಶ್ವವಿದ್ಯಾನಿಲಯಕ್ಕೆ ಸೇರಿದ ಜಾಗ ಎಂದು ತೀರ್ಪು ನೀಡಿರುತ್ತದೆ. ಆದರೆ ಸದರಿ ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಈ ಕೆಳಕಂಡ 07 ಮಂದಿ ಸ.ನಂ.5ರ 22 ಎಕರೆ ಜಮೀನಿನ ಉತ್ತರ ದಿಕ್ಕಿನಲ್ಲಿ ಜಮೀನಿನ ಹಕ್ಕುದಾರರೆಂದು ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಿದ್ದು, ಈ ಬಗ್ಗೆ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಇದುವರೆವಿಗೂ ಇತ್ಯರ್ಥಗೊಂಡಿರುವುದಿಲ್ಲ.

1. ಶ್ರೀ.ಧರ್ಮಸ್ಥಳ ಮಂಜುನಾಥೇಶ್ವರ ಎಜುಕೇಷನಲ್ ಟ್ರಸ್ಟ್, ಮೈಸೂರು
2. ಶ್ರೀ.ಮೋಹನ್ ಕೆ ರಾಮ್‌ಪುರೆ ಬಿನ್ ಲೇ.ಕೃಷ್ಣಾಜಿ ರಾವ್, ಮೈಸೂರು
3. ಶ್ರೀಮತಿ.ಶ್ರೀಲಕ್ಷ್ಮೀ ಹೆಚ್ ನಾಯ್ಕ ಕೋಂ ಮುರಳಿಧರ್ ಕೆ ಪಿ, ಮೈಸೂರು
4. ಶ್ರೀಮತಿ.ಶಾಂತ ಕುಮಾರಿ ಕೋಂ ಲೇ ಹೀರಣ್ಣ, ವಿದ್ಯಾನಗರ, ಹುಬ್ಬಿ
5. ಶ್ರೀಮತಿ.ಸಂಧ್ಯಾ ಸದಾನಾಡ್ ಭಾರ್ಗಿ ಕೋಂ ಸದಾನಾಡ್ ಭಾರ್ಗಿ, ಆಶೀರ್ವಾದ್ ಓಲ್ಡ್ ಇನ್‌ಕಂಟ್ರಾಕ್ಟ್ ಹತ್ತೀರ, ವಿದ್ಯಾನಗರ, ಹುಬ್ಬಿ

ಸಾಮಾನ್ಯ ಸಭೆ 2021/9.24	ಕುರುಬಾರಹಳ್ಳಿಯ ರೀ ಸರ್ವೆ ನಂ. 5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಸೈನ್ಸ್ ಪಾರ್ಕ್/ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು 03 ಎಕರೆ ಜಮೀನನ್ನು ನೀಡುವ ಬಗ್ಗೆ.
ತೀರ್ಮಾನ	ಕುರುಬಾರಹಳ್ಳಿಯ ರೀ ಸರ್ವೆ ನಂ. 5ರ 22 ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಸೈನ್ಸ್ ಪಾರ್ಕ್‌ಗೆ 07 ಎಕರೆ ಜಮೀನನ್ನು ಮತ್ತು ಪ್ಲಾನಿಟೋರಿಯಂ ನಿರ್ಮಾಣ ಮಾಡಲು 03 ಎಕರೆ ಜಮೀನನ್ನು ನೀಡಲು ಹಾಗೂ ಒಡಂಬಡಿಕೆಗೆ (MOU) ಸಹಿ ಮಾಡಲು ಸಿಂಡಿಕೇಟ್ ಸಭೆಯು ಅನುಮೋದಿಸಿತು.

19/11/21

Lingaraj 19/11/21
 Deputy Registrar (Academic)
 University of Mysore
 19/11/21

COSMOS -1

Minutes of the meeting held at the Office of the Vice Chancellor, University of Mysore
on 4-3-2023

Members present:

- Prof. Vijay Raghavan, Former Principal Scientific Adviser, GoI
- Sri. A.S Kiran Kumar, Former Chairman, ISRO
- Prof. Muzaffar H. Assadi, Acting Vice chancellor, UoM
- Pradeep Kumar Singh, AI division, DST, GoI
- Smt. VR Shylaja, KAS, Registrar, UoM
- Dr. S C Jayaramu, Estate officer, UoM
- Dr. Lokanath. N.K. , Director, RUSA
- Shri Ravishankar, Consultant (Engineer), IIA
- Shri P K Mahesh, Consultant (Engineer), IIA
- Dr. Annapurni Subramaniam, Director, IIA

Preamble: COSMOS 1 project involves the construction and establishment of planetarium and education hub in the Chamundi hill campus of the University of Mysore, Mysuru. The project was proposed by the Hon'ble Finance Minister, Mrs. Nirmala Sitharaman. Funding for the project is from the MLPADS fund, Dept of Science and Technology, GoI, Department of Atomic Energy, GoI and Office of the Principal Scientific Advisor to the GoI.

The University of Mysuru (UoM) and the Indian Institute of Astrophysics (IIA) entered into an MoU dated 10 December 2021 for the construction and establishment of planetarium and education hub, known as COSMOS-1. Recently, in the 6th meeting of the Science Advisory committee, the Department of Science and Technology brought out that as the funds for construction would be transferred to IIA, the land title should ideally be with the IIA, instead of UoM. However, the land itself is on a 99 year lease to the UoM, and therefore the land cannot be fully transferred in the name of IIA, but the possibility of sub-lease to be explored.

Based on the above observation, an action was put on IIA, DST and UoM. Accordingly, a meeting was convened in the office of the VC, UoM on 4th March 2023.

Dr. Loknath introduced the members and gave details of the project.

It was clarified by Smt. Shylaja, Registrar, UoM, that the land was transferred by a gift deed by the Maharaja of Mysore to the Govt of India for setting up the Institute of Speech and Hearing.

Later, through a MoU, the Govt of India had transferred the land to UoM on a 99 years lease from 1971 to 2070. The validity period of the MoU between IIA and UoM for the COSMOS 1 project is ten years from 10 December 2021.

2023
EO + PMEB
ಶ್ರೀ ಎಸ್ ಶೈಲಜಾ
ಶ್ರೀ ಎಸ್ ಶೈಲಜಾ
@ 4/3/23

DST has suggested that the land may be sub-leased by UoM to IIA for the remaining period of the lease. The members discussed this and felt that, considering the investment going to be made by the GoI in the allocated land, sub-lease of the land to IIA should be considered. The registrar informed that the land allocated for the planetarium project does not have any litigation.

It was decided that IIA will send a letter requesting the UoM to sub-lease the land to IIA. Based on the above request, Registrar, UoM on behalf of the VC, UOM, will send a letter to the Govt of India, through the Deputy Commissioner, Mysuru City, requesting permission to sub-lease the allocated land for the COSMOS-1 project to IIA, Bangalore. Considering that the civil construction needs to start soon, the UoM was requested to do the needful on priority basis.

The meeting concluded with thanks to the eminent members for participating in the meeting.

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भारतीय ताराभौतिकी संस्थान, बंगलुरु
INDIAN INSTITUTE OF ASTROPHYSICS
BENGALURU 560 034

(An autonomous body under Dept of Science & Technology, Govt of India)

Prof. Annapurni Subramaniam FASc.,FNASc.,
Director

फोन/Phone : +91 80 25530583
फैक्स/Fax : +91 80 25534019
ईमेल/Email: diria@iiap.res.in

To,
The Vice-Chancellor,
University of Mysore, Mysuru

Subject: Land allocated for the construction of the COSMOS planetarium

Dear Sir,

The University of Mysuru (UoM) and the Indian Institute of Astrophysics (IIA) entered into an MoU dt 10December 2021 for the construction and establishment of planetarium and education hub, known as COSMOS-1. Recently, in the 6th meeting of the Science Advisory committee, the Department of Science and Technology brought out that as the funds for construction would be transferred to IIA, the land title should ideally be with the IIA, instead of UoM. However, the land itself is on a lease to the UoM, and therefore the land cannot be fully transferred in the name of IIA, but the possibility of sub-lease to be explored.

Based on the above observation, an action was put on IIA, DST and UoM. Accordingly, a meeting was convened in the office of the VC, UoM on 4th March 2023. The minutes of the meeting is attached. Based on the discussion in the meeting, IIA was asked to submit a letter of request to sub-lease the 3acre land ear-marked for the planetarium to IIA.

I hereby request the UoM to sub-lease the 3 acre land allocated to the UoM to the Indian Institute of Astrophysics. The duration of the sub-lease to be same as the remaining in the lease period. I request you to do the needful in this matter. I look forward to your continued support in establishing this world class facility without delays.

Thanking you,

Annapurni Subramaniam

Bangalore

4 March 2023

2023.03.04
2023.03.04
4/3/2023

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e-mail : registrar@uni-mysore.ac.in
www.uni-mysore.ac.in

UNIVERSITY OF MYSORE



No:GL7(EO)/687-A/1965-66

Date: 28.06.2022

The Special Secretary to
His Excellency the President of India
President's Secretariat
Rastrapathi Bhavan
New Delhi

Dear Sir,

Sub: Permission to establish Science Centre, Category-II in the 07 acres of land out of 22 acres of survey No.5 of Kurubarahalli Village belonging to University of Mysore.

With reference to the above, I write to bring to your kind notice that to establish the Institute of Speech and Hearing in 22 acres of land in the Survey No.5 (Old Survey No.4) of Kurubarahalli village have been sanctioned during 1970 by the Union Government at the foot hills of Chamundi Hills. The foot hills of Chamundi hills was covered only with forest land and on those days there were no sign of residential occupancy and hence to establish the Institutes of Speech and Hearing in 32 acres of land belonging to UoM at Manasagangotri campus have been given to establish the Institute of Speech and Hearing. The land measuring 22 acres in Survey No.5 (Old Survey No.4) of Kurubarahalli Village which was sanctioned previously to establish the Institute of Speech & Hearing under the foot hills of Chamundi Hills have been transferred to University of Mysore for a period of 99 years contract by the Union Government as per the directions of His Excellency the President of India.

Now, the Government of Karnataka and the National Council of Science Museum, Kolkatta, an autonomus Institution of Union Government jointly proposes to establish Regional Science Centre in the 7 acres of land out of 22 acres sanctioned and transferred to University of Mysore, Mysuru under the foot hills of Chamundi Hills by the Union Government in lieu of 32 acres of land given belonging to UoM to establish the Institute of Speech and Hearing at Manasagangotri campus on a contract period of 99 years owned by His Excellency the President of India.

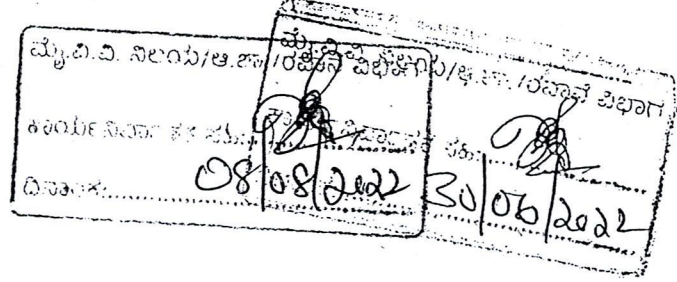
In this connection, I write to request you to kindly obtain and communicate the consent of His Excellency the President of India for transferring 07 acres of land out of 22 acres under Survey No.5 of Kurubarahalli Village belonging to University of Mysore to the Society of Regional Science Centre which is under the ownership of His Excellency the President of India to establish Regional Science Centre.

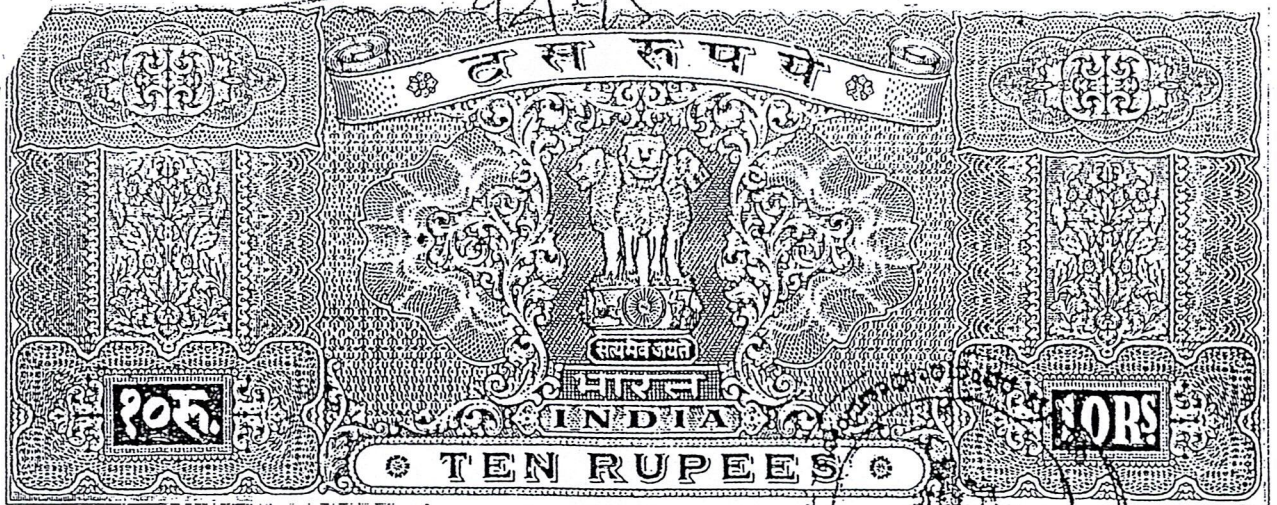
Thanking you,

Your's faithfully,

(Prof.R.Shivappa)
Registrar
University of Mysore
Mysuru
28/6/22

speed Post 01/6/14 -
(EO)
speed post 01/6
(EO)





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sheet copy no 20/94 + 9/52 H.S.

=1790
65-66 Stamp value nil Date 12/8/65,

presented in the office of the Sub Registrar of Mysore taluk
on 27-9-65 at 4-15 ^I pm by (&) M. Mahadevappa execution admitted by
(&) M. Mahadevappa as per S.P.A 254/65-66 dated 12/8/65 attested
by the City Sub Registrar Mysore Identified by P. Rudraiah Mokhtesar
Palace Estates & Gardens Mysore S. Nanjegowda Sub Registrar 27/9/65
Registered as no. 1790 of book I Vol 246 pages 134-137 fee recovered
Rs. nil and filed in plan vol 2 pages 211 S. Nanjegowda Sub Registrar
27/9/65 (seal)

^U
This Document consists of Two sheets First sheet of document
no. 1790 of book I S.N. 27/9/65 (seal)

GIFT DEED: This Deed of Gift is made on the Twelfth day of August
one thousand nine hundred and sixty five between His Highness the
Maharaja Shri. JAYACHAMARAJA WADIYAR BAHADUR G.C.B.G.C.S. I Maharaja
of MYSORE (here in after called the DONOR WHICH expression shall
include his heirs executors administrators and legal representatives)
of the one part and the President of India (here in after called the
(Donee which expression shall enclosed is Successors and assignees) of the other part whereas the said Donor is the absolute
owner in possession of the properties mentioned in the schedule below
valued at Rupees Thirty four thousand (Rs. 34,000/-) only and whereas
the Donee desires to start a logopedics Institute in Mysore and

A. Y. Ashok

-16-



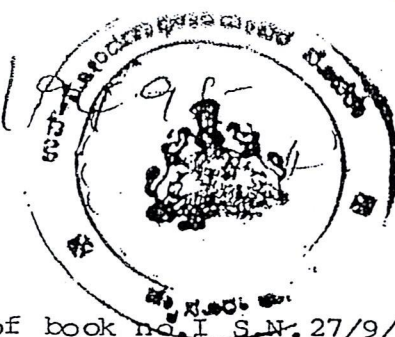
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ಸ್ವಾಮಿ ವೆಂಕಟ, ಲೆ. ಸಂ. 24/85-96
ಮೈಸೂರು ಸಿಟಿ : 2, ಕೆ. ಜಿ. ರಸ್ತೆ, ಅಭಿಷೇಕ
ಮೈಸೂರು
15 APR 1975

12/ 9

whereas in the interest of public service and Benefit the Donor has decided to make a gift of the properties mentioned in the schedule hereto the Donee absolutely now this deed of gift witnesses in pursuance of the said instruction and in consideration of Donor's love and appreciation to the proposed institution the said Donor out of his own free will, doth hereby give convey, grant transfer and confirm unto the said donee all that the properties mentioned in the schedule below to have and to hold the said properties hereby gifted unto and to the use of the said Donee forever and absolutely and that the and that the said Donee shall and may from time to time and at all times hereafter peacefully and quietly enter upon have, hold ¹¹ occupy possess and enjoy the properties hereby gifted and receive and take the rents and profits thereof and of every part thereof without any let or hindrance whatsoever from or by the said Donor or by any person or persons claiming from under or in trust for him Jayachamaraja Wadiyar 2.

11

12 Shree copy no 20/9/65



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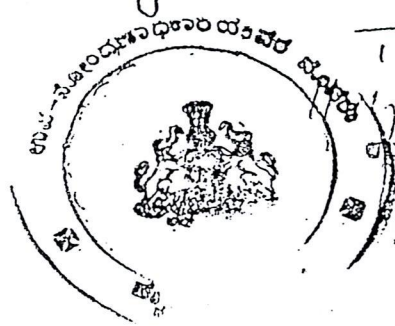
2nd sheet of document no.1790 of book no. I S.N. 27/9/65 (seal)
 And whereas it is agreed by the Donee that the Donee, shall pay
 the land revenue and such other taxes to the Government
 of Mysore as may ⁽³⁾ be payable from the date of this deed of
 gift. The Donee hereby accepts the said transfer and puts
 his signature to this document. The Donee hereby agrees to pay
 the stamp duty and registration charges, if any payable
 on this deed. In witness whereof the said Donor ^{(a) (b) (c)} has executed
 this deed in the presence of witnesses .

SCHEDULE

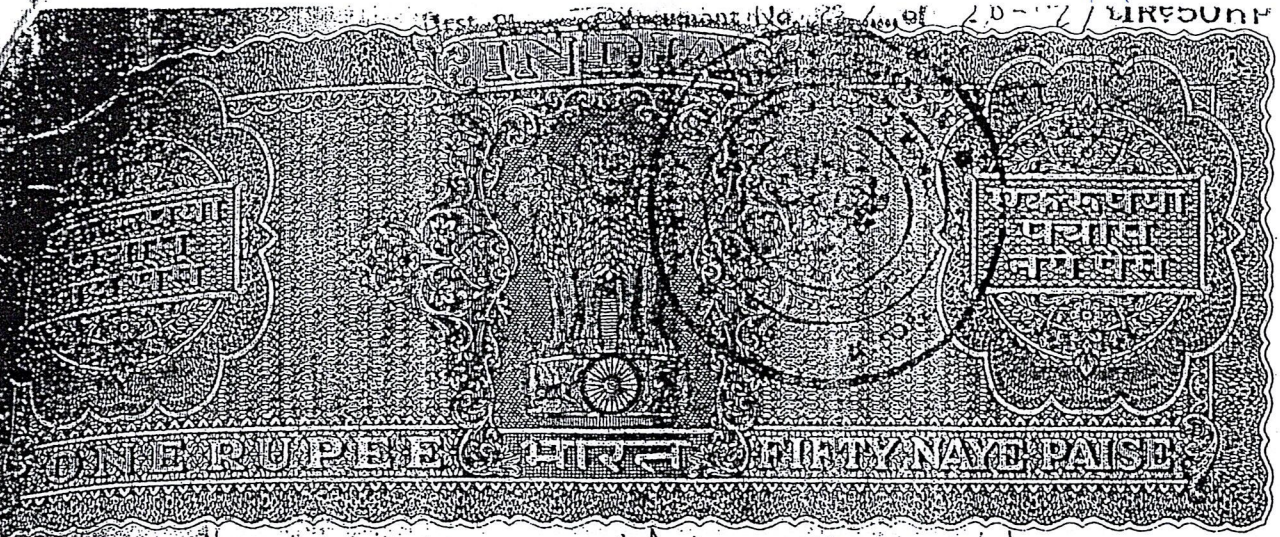
All that piece and parcel of land measuring an
 extent of Twenty Two Acres acres out of survey no. Four
 (marked in the enclosed blue print as "A") of Kurubarahalli
 village, Kasaba hobli, Mysore taluk Bounded on the north
 remaining portion of S.no.4 of Kurubarahalli village the
 south Road the East Road the west Remaining portion of S.no.4
 of Kurubarahalli Jayachamaraja wadiyar Donor H.H.the Maharaja
 of Mysore for and on behalf of the president of India K.N.Srivas
 va (K.N.SRIVASTAVA) Joint Secretary to the Government of India
 Ministry of Health, New Delhi, witnesses 1.D.J.Balraj 2.as Vasud
 Rao witnesses 1.P.Johari 2.B.M.Rao Lt.Gen In the original copy
 scanned & intentional in the copy (1) intentional & 2
 scanned. S.N. True copy N. Nanje Gowda. 27-9-65
 Subregistrar.

ನೀನು ಕೊಟ್ಟು I hereby 3 ದೂರು I ಕುರಿತು ಬರೆ ಇವೆ

ಮಾನ್ಯ ಸರ್ಕಾರದ ಅಧಿಕಾರಿಗಳಿಗೆ
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198

By November 30, 1970

This LEASE is made on the 30th day of 1970 between the President of India (hereinafter called "The Lessor") of the ONE PART AND THE University of Mysore, (Hereinafter called "The Lessee") of the OTHER PART.

Exd/1

krullio

G. S. Srinivas & J. M. S. Srinivas

WHEREAS the Lessor has agreed to grant on lease the plot of land at KURUBARHALLI VILLAGE more particularly described in the Schedule given below and delineated on the plan appended on the terms and conditions hereinafter contained. AND WHEREAS the Lessee has accepted to take on lease the said land on the said terms and conditions.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The lesser hereby demises to the Lessee all that plot of land described in the Schedule hereto and delineated on the plan annexed hereto and thereon shown with its boundaries coloured to HOLD THE SAID LAND FROM THE DATE OF THIS DEED for a period of 99 years PAYING a rent of Rs. 1/- (Rupee one) per annum subject to the condition that the land shall be utilised by the Lessee for the objects for which the University of Mysore, Mysore, is established and for no other purpose.
2. It is hereby agreed that after the expiry of the afore-said period of 99 years, the lease is renewable at the option of the Lessee on the same terms and conditions herein contained for a further period of 99 years.
3. At the termination of the Lease, the Lessee shall deliver to the Lessor not merely the demised land but also the buildings, structures, installations of every description without any manner of compensation thereto.
4. The Lessee hereby acknowledges receipt of possession of the demised land on the 30th day of November, 1970.



[Signature]
Vice-Chancellor,
University of Mysore.

SI-50 + 07 SP - Rs 2.25 give

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H. H. II
SI-50

	Rs.	P.
Registration fee	4-00	
Copying fee (folios) (10)	3-00	
Copy in endorsements	0-50	
Miscellaneous memo.	0-75	
P. A fee under section 30 U	22-50	
	10-00	
Postage		
R. R.	10-00	
Total	50-75	

1. Copy supplied for at 7/6/2000

2. Describe charges required to be produced

3. ... at 7/6/2000

4. ... 8/7/2000

5. ... 28/6/2000

6. Witness by Shalant

7. Examined by Shaladamma

Respect fifty and paise seventy five only

M. H. M. Gowdy
District Registrar,
Mysore District

19-3-71

Registered as No. 87 of the year 1970-71
at pages 926-99 volume 37 of Book I and the
plan is filed in SF vol 33 part II at page 113



M. H. M. Gowdy
District Registrar & Magistrate,
Mysore District

22/3/71

CERTIFICATE
Certified that this is a true and accurate copy of the original. All the matter appearing in original has been faithfully copied with no modifications.

Certified copy of document Ex. B-1
which purports to be the certified copy.

Shaladamma
Examiner



SEVENTY FIVE NAYE PAISE

It is further agreed the parties hereto that all taxes, rates and charges payable in respect of the devised land and for the buildings to be constructed thereon shall be payable by the Lessee.

The expression "THE LESSOR" and "THE LESSEE" contained herein, shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns.

SCHEDULE

All that piece and parcel of land measuring an extent of SEVENTY TWO ACRES out of Survey No. FOUR (Marked in the enclosed blue print as "A") of Kurubarhalli Village, Kasaba Hobli, Mysore Taluk, bounded on:

- The North - Remaining portion of of S.No.4 of Kurubarahalli Village.
- The South - Road
- The East - Road
- The West - Remaining portion of S.No.4 of Kurubarahalli.

IN WITNESS WHEREOF the parties have set their hands upto this on the day, month and year first above written.

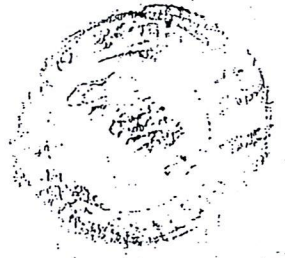
WITNESS
 1. Assistant Registrar
 University of Mysore,
 Mysore.

FOR AND ON BEHALF OF THE PRESIDENT
 OF INDIA - Lessor
 P. Jagan
 30.11.1970

LESSEE
[Signature]
 Vice-Chancellor, University of
 Mysore, Mysore.

WITNESS
 1. Private Secretary
 2. to the Vice-Chancellor,
 University of Mysore

[Handwritten notes and signatures]
 (KANSAT S...)
 Prasad



No. 198/70-71

MMA
6-4

R. N. S.
SEAL

SL NO 198/70-71

Presented at the Chambers of the Vice-Chancellor
University of Mysore, Mysore on 19.3.1971
at 1.30 pm to 2.30 pm by Sri D. Javare Gowd
Vice-Chancellor, University of Mysore - Mysore

[Signature]

Vice-Chancellor, 19/3/71
University of Mysore,
Mysore.

CERTIFICATE
Certified that this is a true and accurate
copy of the original. All the matter
bearing in original has been faithfully
copied with no modifications.

[Signature]
Examiner

II Civil Judge (Jr. Dn.) & JMFC Court,
MYSORE

Execution of the order by Sri D. Javare Gowd a Vice
Chancellor, University of Mysore, Mysore & Sri P.
Johari Joint Secretary to the Govt of India Ministry of
Health & Planning New Delhi

[Signature]
Vice-Chancellor, 19/3/71
University of Mysore,
Mysore.

The undersigned is satisfied as to the execution of this
order by Sri P. Johari Joint Secretary to the Govt of India
Ministry of Health & Planning New Delhi vide NO G 7/70-71 dated
1-3-71 of Mysore University Mysore

Executed & signed by Sri Mallikarjunappa B.M.
Asst. Registrar University
Mysore

7/6/2001
8/7/2001

[Signature]
Dist. S. R.

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Sl. no 198 (70-71)
Accompanied
no 87
Date 22
no file in
part II of page no 13

M. H. M. (Signature)
D. H. M. (Signature)
D. H. M. (Signature)
D. H. M. (Signature)



H A M

REFERENC

AREA
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2-00

Secy to Govt (P. J. M.)
The Government

(Signature)

REPORTABLE

IN THE SUPREME COURT OF INDIA
 CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS.170-173 OF 2011

Certified to be true copy

Praveen
 Registrar, India

28/3/20
 SUPREME COURT OF INDIA

UNIVERSITY OF MYSORE

..... APPELLANT

VERSUS

RAJAI AH (DEAD) BY LRS. & ORS.

..... RESPONDENTS

J U D G M E N T

S.ABDUL NAZEER, J.

1. The appellant-University of Mysore has filed these appeals challenging the common judgment and order passed by the High Court of Karnataka, Bangalore, in RSA Nos.456 of 2000, 457 of 2000, and in W.P. Nos. 1649 of 2001 and 4302 of 2001 dated 25.06.2004, whereby the High Court has dismissed the appeals and the writ petitions.

Signature valid

Digitally signed by
 ASHIS KUMAR NYAL
 Date: 2023.03.23
 16:29:44
 Reason:

Rajaiah since deceased by his LRs and Chamundi (hereinafter referred to as the 'private respondents') both sons of late Nanjaiah Thavarekatte, filed two suits,

being OS No. 20/1995 and OS No.21/1995, on the file of the Second Munsiff and JMFC at Mysore against the University of Mysore (hereinafter referred to as 'the University') for injunction restraining the University, their officials, subordinates or anybody acting on their behalf from interfering with their possession and enjoyment of the suit schedule properties. The suit schedule property in OS No. 20/1995 is as under:-

"Patta land bearing Sy. No.4, situated at Kurubarahalli, Mysore Taluk, measuring 4.00 acres, and kharab land 4.00 acres of the same Sy. Number, abutting to the same land, situated at Kurubarahalli, Mysore Taluk, bounded on -

East	:	by Main road.
West	:	By Holla.
South	:	By Bull road
North	:	By Private land."

The suit schedule property in OS No. 21/1995 is as under:-

"Patta land bearing Sy. No.4 measuring 4.00 acres, situated at Kurubarahalli, Mysore taluk, and land measuring 4.00 acres of kharab land, situated in the same number, abutting to the said land, situated at Kurubarahalli, Mysore, bounded on the

East	:	By Halla & Property of Rajaiah
West	:	By property of R.K. Muthu
South	:	By Bull road.
North	:	By land of Narayanappa."

3. In O.S. No. 20/95 the case pleaded by the private respondent-Rajaiah is that he was the tenant of 4 acres of land in Sy. No.4 of Kurubarahalli village, Mysore, and the landlord was Maharaja of Mysore. On coming into force the Karnataka Land Reforms Act, 1961 (for short 'the KLR Act') he filed a declaration seeking occupancy right in respect of the said land. After contest, the Land Tribunal granted occupancy right in respect of the said land in his favour. He has been in possession and enjoyment of the said property.

4. The case put forth by the private respondent-Chamundi in OS No.21/95 is that his father late Nanjaiah was an agricultural tenant in respect of 4 acres of patta land abutting 4 acres of Kharab land situated in Sy. No.4 of Kurubarahalli village, Mysore under Maharaja of Mysore. On enforcement of the Act, the schedule property vested in the Government. His father had filed a declaration seeking grant of occupancy right in respect of the aforesaid 4 acres of land. After contest, the occupancy right had been conferred upon his father on 5.6.1981. After the death of his father the *khata* of the said property was transferred to his name and that he has been in possession and enjoyment of the said property.

5. In both the suits, private respondents have further contended that the defendant-University has got no manner of right, title and interest over the said property and that the officers of the University are interfering with their possession and enjoyment of said property.

6. University filed written statement in both the suits denying the plaint averments. It was contended that the President of India had executed a deed of lease dated 30.11.1970 in respect of 22 acres of land in Survey No.4 of Kurubarahalli, Kasaba Hobli, Mysore Taluk bounded on the North by remaining portion of Sy No.4, South by road, East by road and West by remaining portion of Serial No.4 of Kurubarahalli in its favour. The lease was for a period of 99 years. Based on the lease deed, University has been in absolute possession and enjoyment of the aforesaid land. The suit scheduled property is part and parcel of this land. It was contended that the private respondents have no manner of right, title or interest whatsoever in respect of the said property.
7. On the basis of the pleadings of the parties, the trial court framed relevant issues. The parties have let in evidence in support of their respective contentions. On appreciation of materials on record, the trial court dismissed the suits by judgment and decree dated 5.2.1998.
8. The private respondents challenged the said judgment and decree by filing RA Nos.87/98 and 88/98 before the II Addl. Civil Judge (Senior Division), Mysore. After hearing, the First Appellate Court allowed the appeals on 6.3.2000 and the suits filed by the private respondents were decreed only insofar as 4 acres of patta land is concerned. Both the suits in respect of kharab land to an extent of 4 acres each were dismissed.

9. University challenged the said decree of the First Appellate Court by filing RSA No. 456 of 2000 and RSA No.457 of 2000 before the High Court.

10. During the pendency of these appeals, University filed WP No.1649 of 2001 and WP No. 4302 of 2001, challenging the legality and correctness of the order dated 5.6.1981 passed by the Land Tribunal, Mysore, in KL/RF/4480/79-80 and 4481/79-81 (Annexure P-3) whereby occupancy right in respect of 4 acres of land each has been granted in favour of the private respondent Rajaiah, and Nanjaiah, father of the other private respondent Chamundi. It was contended that by a deed of gift dated 12.8.1965, Maharaja of Mysore had gifted 22 acres of land in Survey No.4 of Kurubarahalli village, Kasaba Hobli, Mysore Taluk, in favour of the President of India and the President of India leased the said land in favour of University by executing a lease deed dated 30.11.1970. The land in question did not belong to the Maharaja of Mysore, when Rajaiah and Nanjaiah had made applications for grant of occupancy right. Having regard to Section 107 of the KLR Act, the application filed by Rajaiah and Nanjaiah was not maintainable. It was further contended that the order passed by the Land Tribunal granting occupancy right was without jurisdiction. It was also contended that the University was not made party to the proceedings before the Land Tribunal. Mysore Palace was made a party to the proceedings which has nothing to do with the land in question at the

relevant point of time. University has assigned cogent reasons for the delay in filing the writ petitions challenging the order of the Land Tribunal.

11. The High Court by a common judgment dated 25.6.2004 dismissed the appeals as well as the writ petitions.

12. The State of Karnataka has filed objections to these appeals on 13.4.2012 contending that the private respondents have managed to create certain bogus documents to their advantage and produced the same before the civil court so as to establish their claim over the lands in question contending that the occupancy right has been granted in their favour. It was further contended that on verification of the records, it was noticed that K.L.R.M. No. 4480/79 is in respect of Survey No.42 of Dadadahalli village, Mysore Taluk, which is to an extent of 2 acres and the occupancy right as per Form No.10 was granted to one Sri Siddajiah, son of Madaiah. K.L.R.M. No.4481/79 is in respect of Survey No.39 of Dadadahalli village, Mysore Taluk, which is to an extent of 2 acres, and the occupancy right has been granted in favour of Sri Shivanna, son of Nanjegowda. On perusal of the Declaration Register pertaining to Kurubarahalli village, Mysore Taluk, it was noticed that there is no entry for having filed declaration in Form No.7 by the private respondents. The K.L.R.F. bearing No. 4480/79 and 4481/79 is in respect of lands pertaining to Dadadahalli village, Jayapura Hobli which has been fraudulently made use of by the private respondents, creating Form No.10 in their

favour just to claim rights illegally over the land belonging to the University. The private respondents have not filed any application in Form No.7 in respect of the suit schedule property as per the register maintained with respect to Kurubarahalli village. It is also stated that the respondents-plaintiff have not come to the court with clean hands. Therefore, Tahsildar, Mysore Taluk, has filed a complaint to the jurisdictional police vide letter dated 23.1.2012 and the jurisdictional police have filed an FIR before the 3rd JMFC Court, Mysore, wherein the case has been registered against the LRs of the Rajaiah and Nanjaiah under Sections 465, 466, 468, 471, 120(B) and 420 of IPC and Section 192(a) of the Karnataka Land Revenue Act, 1964.

13. Shri Guru Krishna Kumar, learned senior advocate, appearing for the appellant-University, submits that the title set up by the private respondents over the subject land is fraudulent and based on forged documents. Rajaiah and Nanjaiah had not filed applications for grant of occupancy right in respect of the schedule lands. The applications have been filed by Sri Siddaiah and Sri Shivanna in respect of some other land in Dadadahalli village. The reference numbers for applications for another village have been unscrupulously used while forging the Land Tribunal's order dated 5.6.1981.

14. Alternatively, it is submitted that Maharaja of Mysore had granted 22 acres of land in Survey No.4 of Kurubarahalli, Kasaba Hobli, Mysore Taluk of

Kurubarahalli in favour of President of India by a registered gift-deed dated 12.8.1965 (Annexure P-1) and that the said land was leased in favour of the University by the President of India by a deed of lease dated 30.11.1970 (Annexure P-2). The land did not belong to the Maharaja of Mysore on the appointed date. Neither the University nor the Government of India was made party to the proceedings before the Land Tribunal. But, Mysore Palace was made a party which has nothing to do with the land when the alleged application was made for grant of occupancy right. The KLR Act has no application to the lands belonging to the Government or held on lease by a University having regard to Section 107 of the said Act.

15. It is further argued that the private respondents are not in possession of the schedule property. Possession of the land is and has been with the University. Upon discovery of the fraud perpetrated by the private respondents, the University by way of I.A Nos.12-15 of 2010 and the State of Karnataka by way of written statement along with the affidavit, placed the relevant documents on record before this Court as far back as in the years 2010-12. The private respondents have not placed on record any rebuttable documents. It is argued that the University has also assigned justifiable reasons for the delay in approaching the High Court for quashing the order of the Land Tribunal. The High Court has, however, failed to accept the said reasons.

16. Shri Devadatt Kamat, learned Additional Advocate General, appearing for the respondent-State of Karnataka, has supported the stand taken by the appellant-University. He has produced the original records in relation to the lands in question. He has pointed out that the land did not belong to the Mysore Palace when the applications said to have been made by Rajaiah and Nanjaiah for grant of occupancy right. The order dated 5.6.1981 at Annexure P-3 is a forged document.

17. Shri Nagmohan Das, learned senior counsel appearing for the private respondents, supported the judgment of the High Court. It is submitted that the Land Tribunal has rightly granted the occupancy right in respect of the said lands in favour of the private respondents. When the appellant-University tried to interfere with their possession, they filed the suits for injunction which were decreed by the First Appellate Court. The High Court has rightly dismissed the second appeal filed by the University. Learned counsel prays for dismissal of these appeals.

18. We have carefully considered the submissions of learned counsel for the parties made at the Bar and carefully perused the materials placed on record.

19. Having regard to the contentions urged, the first question for our consideration is whether the University is a lessee of the schedule property. It is clear from the materials placed on record that originally the property in question belonged to the Maharaja of Mysore. He gifted the said property to the President

of India for starting Logopedics Institute in Mysore as per registered gift-deed at Annexure P-1, dated 12.8.1965. Since the land was not suitable for the said purpose, Union of India requested the University of Mysore to give some other land and accordingly the University gave 32 acres of its land. In lieu of the same, the Union of India leased 22 acres of the said land for 99 years commencing from 30.11.1997 in favour of the University. This is evident from the registered lease deed at Annexure P-2 dated 30.11.1970. It was a vacant land. The schedule properties are a part and parcel of the said land. It is thus clear that the University was the lessee of the said land.

20. This takes us to the next question as to whether Rajaiah and Nanjaiah had made applications for grant of occupancy right in respect of the schedule lands and whether the order of the Land Tribunal at Annexure P-3 dated 5.6.1981 is in respect of the said lands. The University and the State Government have contended that the contesting respondents have managed to create bogus documents to their advantage in relation to the land in question. In order to test the correctness of this submission, we have verified the original records produced by the learned Additional Advocate General representing the State Government in relation to the properties in question. The order dated 5.6.1981 of the Land Tribunal at Annexure P-3 shows that the Land Tribunal passed the order granting occupancy right at Annexure P-3 in KL/RF/4480/79-80 and 4481/79-80. A perusal

of the records reveals that K.L.R.M. No.4480/1979 is in respect of Sy. No.42 of Dadadahalli village, Mysore Taluk to an extent of 2 acres of land and occupancy right in the said case was granted to one Sri Siddaiah, son of Madaiah. K.L.R.M. No.4481/79 is in respect of Sy. No.39 of Dadadahalli village, Mysore Taluk to an extent of 2 acres of land and the occupancy right in the said case was granted in favour of Sri Shivanna, son of Nanjegowda. The Declaration Register maintained by the Land Tribunal pertaining to Kurubarahalli, Mysore Taluk does not contain any entry for having filed declaration form in Form No.7 by Rajaiah and Nanjaiah. As noticed above, K.L.R.F. No. 4480/79 and 4481/79 is in respect of lands belonging to Dadadahalli village, Jayapura Hobli which has been used by Rajaiah and Nanjaiah for creating Form No.10 in their favour in respect of schedule land.

21. The University has filed IA Nos.12-15 of 2010 narrating the aforesaid facts along with the supporting documents. The State Government has also given the aforesaid particulars in their statement of objections. IA Nos. 12-15/2010 have been filed in the year 2010 and the State Government has filed objections in the year 2012. Respondents have not filed any rebuttal documents or additional written statement. It is clear that the order of the Land Tribunal at Annexure P-3 is a fabricated document.

22. Now let us consider the alternative submission of the University that the alleged application of Rajaiah and Nanjaiah for grant of occupancy right was not

maintainable and the alleged order at Annexure P-3 has been passed without jurisdiction. Section 44(1) of the KLR Act, 1961 which came into force w.e.f. 1.3.1974 provides for vesting of the land in the State Government. It reads as under:

“44. Vesting of lands in the State Government.—(1) All lands held by or in the possession of tenants (including tenants against whom a decree or order for eviction or a certificate for resumption is made or issued) immediately prior to the date of commencement of the Amendment Act, other than lands held by them under leases permitted under Section 5, shall, with effect on and from the said date, stand transferred to and vest in the State Government.”

23. The KLR Act is not made applicable to certain lands. This is clear from Section 107 of the Act. The relevant provisions for the purpose of this case are sub-Section (1)(i) and (iii) of Section 107, which is as under:

“107. Act not to apply to certain lands.—(1) Subject to the provisions of Section 110, nothing in this Act, except Section 8, shall apply to lands,—

(i) belonging to Government;

[(ii) * * * * *];

(iii) belonging to or held on lease by or from a local authority, an Agricultural Produce Marketing Committee constituted under the Karnataka Agricultural Produce Marketing Regulation Act, 1966 (Karnataka Act No. 27 of 1966), a University established by law in India, [a research institution owned or controlled by the State Government or the Central Government or both] [an

Agricultural Research Institution recognised by the State Government or the Central Government], the Karnataka Bhoodhan Yagna Board established under the Karnataka Bhoodhan Yagna Act, 1963 (Karnataka Act No. 34 of 1963).”

24. It is clear from the aforesaid provisions that any land belonging to or held on lease by a University established by law is not subject to the provisions of the KLR Act. The said Act is also not applicable to the land belonging to the Government. In the instant case, the land in question belongs to the University. The registered gift deed dated 12.8.1999 at Annexure P-1 executed by Maharaja of Mysore in favour of the President of India and the lease deed dated 30.11.1970 executed by the President of India in favour of the University clearly establishes the said fact. Therefore, assuming that Rajaiah and Nanjaiah had made applications for grant of occupancy right in respect of the schedule property, the said applications were not maintainable and the order at Annexure P-3 has been passed without jurisdiction. Therefore, the private respondents cannot claim any right in respect of the schedule lands on the basis of the order at Annexure P-3.

25. There is also no merit in the contention of the learned senior counsel appearing for the private respondents that the writ petitions are highly belated. As has been stated above, neither the University nor the Government of India was made a party to the proceedings before the Land Tribunal. Though Mysore Palace was made a party, it has nothing to do with the lands in question at the relevant

point of time. The lands in question did not vest in the State Government on the appointed date, namely, 1.03.1974 as it belongs to University. It is only when the Deputy Commissioner informed the University that some persons are trying to get the records changed in their names on the basis of the order of the Land Tribunal, the University took steps to challenge the said order. The records produced before us clearly establishes that the University has taken steps to challenge the said order diligently thereafter. We are of the view that the High Court was not justified in dismissing the writ petitions on the ground of delay and latches.

26. The order dated 20.1.2012 of the Assistant Commissioner at Annexure R-6 clearly shows that the University is in possession of the said land. It is submitted at the Bar that the said order of the Assistant Commissioner has been challenged by the private respondents before the High Court by filing a writ petition and that the said writ petition is pending. It is also evident that the criminal case filed by the jurisdictional police against the private respondents is also pending before the 3rd JMC Court, Mysore. The concerned courts are requested to dispose of these cases expeditiously in accordance with law.

27. In our view, the High Court was not justified in holding that the private respondents are in possession of the lands in question. They do not have title or are in possession of the said lands. It is also clear that the University is in lawful possession of the said lands. We are further of the view that the High Court was

not justified in dismissing the writ petitions filed by the University challenging the order of the Land Tribunal at Annexure P3. The High Court was also not justified in dismissing the Regular Second Appeals filed by University.

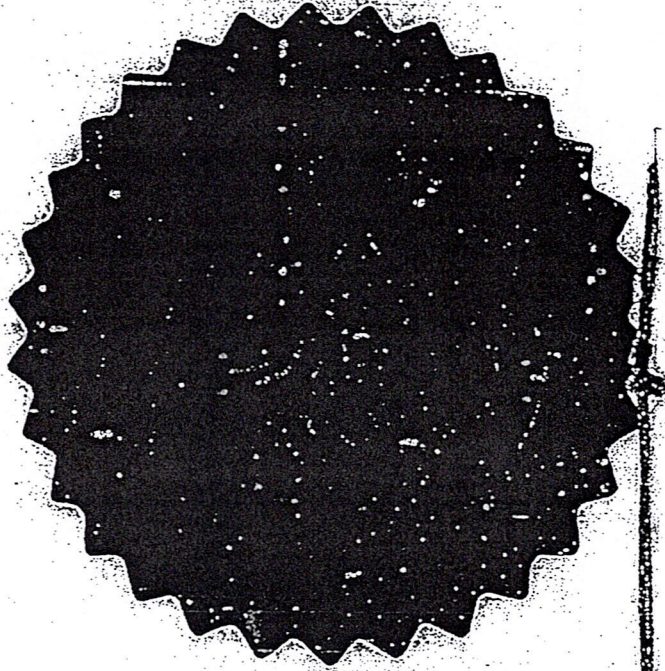
28. For the afore-stated reasons, the judgment and the decree, of the High Court in R.S.A Nos. 456/2000 and 457/2000, as also of the First Appellate Court in RA Nos. 87 and 88 of 1998 are set aside. The judgment and decree dated 5.2.1998 passed by the Trial Court in OS Nos. 20/95 and 21/95 is restored. The order of the High Court in W.P. Nos. 1649/2001 and 4302/2001 is set aside and the writ petitions filed by the University are allowed. The order dated 5.6.1981 of the Land Tribunal, Mysore (at Annexure P-3) in No. KL/RF/4480/79-80 and 4481/79-80 is hereby quashed.

29. The appeals are accordingly allowed. There shall be no order as to costs.

.....J.
(N.V. RAMANA)

.....J.
(S. ABDUL NAZEER)

New Delhi;
March 23, 2018.



AT No. 10322

Urgent 15 15

Case No. 2013/10322

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2013/10322

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[Signature]
 2013/10322

Principal Secretary
 Supreme Court of India

STAMPED & FILED

C O P Y
(1790)
G I F T D E E D

This Deed of Gift is made on the Twelfth day of August, One thousand nine hundred and sixty five BETWEEN His Highness the Maharaja, Shri. Jyoti Chamaraja, Wadiyar Bahadur, G.C.B., G.C.S.I., Maharaja of Mysore (hereinafter called the Donor which expression shall include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called the Donee which expression shall include his successors and assigns) of the other part.

Whereas the said Donor is the absolute owner in possession of the properties mentioned in the schedule below valued at Rupees Thirty Four Thousand (Rs. 34,000/-) only.

And whereas the Donee desires to start a Logopedics Institute in Mysore; And whereas in the interest of public service and benefit, the Donor has decided to make a Gift of the properties mentioned in the Schedule hereto to the Donee absolutely.

Now this Deed of Gift witnesses that in pursuance of the said intention and in consideration of Donor's love and appreciation to the proposed Institution, the said Donor out of his own free will, doth hereby give, convey, grant, transfer and confirm unto the said Donee all that the properties mentioned in the schedule below. to have and to hold the said properties hereby gifted unto and to the use of the said donee for ever and absolutely.

And that the said Donee shall and may from time to time and at all times hereafter peacefully and quietly enter upon, have, hold, occupy, possess and enjoy the properties hereby gifted, and receive and take the rents, and profits thereof and of every part thereof, without any let or hindrance

whatsoever from or by the said Donor or by any person or persons claiming from, under or in trust for his.

And whereas, it is agreed by the Donee that the Donee shall pay the land revenue and such other taxes to the Government of Mysore as may be payable from the date of this deed of gift. The Donee hereby accepts the said transfer and puts his signature to this document. The Donee hereby agrees to pay the stamp duty and registration charges, if any, payable on this deed.

In witness whereof the said Donor has executed this deed in the presence of witnesses.

SCHEDULE

All that piece and parcel of land measuring an extent of TWENTY TWO ACRES out of Survey No. FOUR (Marked in the enclosed blue print as "A".) of Kurubar-halli Village, Kesaba Hobli, Mysore Taluk, bounded on:

The North: Remaining portion of S.No. 4 of Kurubarhalli Village.

The South: Road.

The East: Road.

The West: Remaining portion of S. No. 4 of Kurubarshalli.

Sd/- Jaya Chamaraja Wadiyar

Witnesses:

Donor

- 1. Sd/- H.H. the Maharaja of Mysore.
- 2. Sd/- for and on behalf of the President of India.

Witnesses:

Sd/- K. N. Srivastava,
Joint Secretary to the Govt.
of India, Ministry of Health,
New Delhi.

- 1. Sd/- P. Johari
- 2. Sd/- B.M. Rao.

3601/66-67

THIS LEASE is made on the 27th March 1967 between the University of Mysore, Mysore (hereinafter called "The Lessor") of the ONE PART and the All India Institute of Speech & Hearing, a Society registered under the Companies Societies Registration Act, by its Director, Dr. J. J. Dharmaraj, Centenary Hall, Chamaraja Road, Mysore-5, to (hereinafter called "The Lessee") of the OTHER PART.

WHEREAS the Lessor has resolved to grant on lease the plot of land facing the Regional College, on the South Western corner of the Manasaganotri campus, more particularly described in the Schedule given below and delineated on the plan appended hereto and which forms part of this agreement, subject to the terms and conditions herein contained.

AND WHEREAS the Lessee has accepted to take on lease the Schedule land on the said terms.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Lessor hereby demises to the Lessee all that plot of land described in the Schedule hereto and delineated on the plan annexed hereto and thereon shown with its boundaries coloured red TO HOLD the said land from the date of this deed for a period of 99 years. PAYING a rent of Re.1/- per annum subject to the condition that the land shall be utilised by the Lessee for the purpose of locating the All India Institute of Logopedics and for no other purpose.
2. It is hereby agreed that after the expiry of the aforesaid period of 99 years, the lease is renewable at the option of the Lessee on the same terms and conditions herein contained for a further period of 99 years.
3. At the termination of the lease, the Lessee shall deliver back to the Lessor not merely the demised land, but also the buildings, structures, installations of every description without any manner of compensation thereto.
4. The Lessee hereby acknowledge delivery of possession of the demised land on 27th March 1967.
5. It is further agreed between the parties hereto that all taxes, cesses and rates payable in respect of the demised land and for the buildings to be constructed thereon shall be payable by the Lessee.
6. The expressions "The Lessor" and "The Lessee" contained herein, shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

Contd.

-43-

39
Present
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and
by

SCHEDULE

All that plot of land bearing Survey No. 1 Vijayapura Village (Vijayashripura) Mysore Taluk, which is of an extent of 32 acres situated within Manasagangotri campus, Mysore and facing the Regional College on the South Western corner of Manasagangotri campus, bounded on to the East by the Garden Stores, the Fern House and the Sewage Tank of the campus:-

to the West by Road in front of Regional College;

to the North by Road in front of Readers quarters;

to the South by Bogadi - Gaddige Road;

The aforesaid plot marked 1-2-3-4-5-6-7-8-9 is delineated on the plan appended hereto and shown thereon with its boundaries, coloured red.

IN WITNESS WHEREOF the parties hereto have set their hands upto this on the day, month and year first above written.

Sd/-
LESSOR: (K.R.RAMACHANDRAN)
Registrar, University of
Mysore

WITNESSES:

1. R.Krishnamurthi (sd)
Office Superintendent
AIISH, Mysore-4
2. M.K.Ramappa (sd)
Staff Car Driver
AIISH, Mysore-4

Sd/-
LESSEE: (J.J.DHARMARAJ)
Director, All India Insti-
tute of Speech & Hearing

A separate is attached for endorsement and certificate of the SR.

3927
presented in the office of the
Sub-Registrar of Mysore Taluk
between the hours of 4-00
and 5-00 pm on the 27-3-1967
by

J.J.Dharmaraj (Sd)

44-

Received fee for	Rs.
Registration Fee	0-75
Copying fee (folios)	3-00
endorsements	0-50
Miscellaneous fee	-
under section	-
postage	-
R.R.	4-00

	8-25

J.J.Dharmaraj Director, Institute of Speech and Hearing
Mysore and K.R. Ramachandran, Registrar, University of
Mysore, executing party admits execution and makes his/their/
her thumb impression.

(LTM OF) K.R.Ramachandran

(LTM of) J.J.Dharmaraj

R.Krishnamurthy Office Superintendent, Institute of Speech
and Hearing, Mysore - Patel Madiah Varuna - they personally
know the above executant and identify him/them.

Sd R.Krishnamurthy
Office Superintendent
All India Institute of
Speech and Hearing, Mysore-4

Sd/- Patel Madiah Varuna Mysore

Sd/-
Sub-Registrar

Registered as No.3601 of the year 1967 at page 239-242
volume 293 of book 2

'Copy'
Sd/-
Office Superintendent

Sd/-
Sub-Registrar
Mysore Taluk
SEAL OF THE SUB REGISTRAR
MYSORE TALUK

Stamp Paper: 1 Rs. 50 Ps.

NOV 23 1970

This LEASE is made on the 30th day of between the President of India (Hereinafter called "The Lessor") of the ONE PARTY AND THE UNIVERSITY OF MYSORE (Hereinafter called "The Lessee") of the OTHER PART.

WHEREAS the Lessor has agreed to grant on lease the plot of land at Kurubarahalli Village more particularly described in the Schedule given below and delineated on the plan appended on the terms and conditions hereinafter contained.

AND WHEREAS the Lessee has accepted to take on lease the said land on the said terms and conditions.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Lessor hereby demises to the Lessee all that plot of land described in the Schedule hereto and delineated on the plan annexed hereto and thereon shown with its boundaries coloured to HOLD THE SAID LAND FROM THE DATE OF THIS DEED for a period of 99 years PAYING a rent of Rs. 1/- (Rupees one) per annum subject to the condition that the land shall be utilised by the Lessee for the objects for which the University of Mysore, Mysore, is established and for no other purpose.

2. It is hereby agreed that after the expiry of the aforesaid period of 99 years, the lease is renewable at the option of the Lessee on the same terms and conditions herein contained for a further period of 99 years.

3. At the termination of the Lease, the Lessee shall deliver to the Lessor not merely the demised land but also the buildings, structures, installations of every description without any manner of compensation thereto.

4. The Lessee hereby acknowledge receipt of possession of the demised land on the 30th day of November 1970.

Sd/-
D. Javarogowda,
Vice-Chancellor,
University of Mysore,
Mysore.

- 2 :-

Received fee for:	Rs. Ps.
Registration fee	4-00
Copying fee(Folios) 10.	3-00
Copying endorsements	0-50
Miscellaneous fee Memo.	0075
P.A.fee	22-50
under section 30(1)	10-00
Postage	-
R.R.	10-00
	<u>50-75</u>

Rupees fifty and paise seventy five only.

Sd/-
District Registrar, Mysore District.
19/3/71.

Registered as on 87 of the year 1970-71
at pages 97 to 99 Vol. 37 of Book I and the
plan is filed in SF Vol.33 Part II at Page No.13.

Sd/-
District Registrar, Mysore District.
22/3/71.

One Seal:

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Stamp Paper: 75 Np.

5. It is further agreed the parties hereto that all taxes, ceases and rates payable in respect of the demised land and for the buildings to be constructed thereon shall be payable by the Lessee.

6. The expression "THE LESSOR" and "THE LESSEE" contained herein, shall unless repugnant to the context of meaning thereof be deemed to include their successors and assigns.

SCHEDULE

All that piece and parcel of land measuring an extent of TWENTY TWO ACRES out of Survey No. FOUR (Marked in the enclosed blue print as "A") of Kurubarahalli Village, Kasaba Hobli, Mysore Taluk, bounded by:

- The North - Remaining portion of of S.No.4 of Kurubarahalli Village.
- The South - Road
- The East - Road
- The West - Remaining portion of S.No.4 of Kurubarahalli.

IN WITNESS WHEREOF THE parties have set their hands upto this on the day, month and year first above written.

Witness: Sd/- 30/xi. 1970
FOR AND ON BEHALF OF THE PRESIDENT
OF INDIA - Lessor.

Sd/-
1.B.M.Mallikarjunappa,
Asst.Registrar,UOM.

LESSEE: Sd/- D.Javaregowda,
Vice-Chancellor,Univ.of Mysore.

Witness:
Sd/-
D.V.Urs,
Private Secretary to the
Vice-Chancellor,UOM.

WITNESSES: 1: Sd/-
2: Sd/-

Sl.No.198/70-71

Presented at the Chambers of the Vice-Chancellor, University of Mysore, Mysore on 19/3/71 at 1.30 p.m. to 2.30 p.m. by Sri D.Javaregowda, Vice-Chancellor, University of Mysore, Mysore.

Sd/-
D.Javaregowda, Vice-Chancellor,
University of Mysore, Mysore.

Execution admitted by Sri D.Javaregowda, Vice-Chancellor, University of Mysore, Mysore and Smt.P.Johari Joint Secretary to the Govt. of India, Ministry of Health & Planning, N.W Delhi.

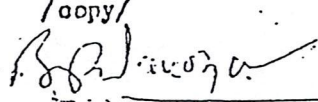
Sd/-
D.Javaregowda,
Vice-Chancellor, University of Mysore, Mysore.

The undersigned is satisfied as to the execution of this Document by Smt.P.Johari Joint Secretary to Govt. of India, Ministry of Health & Planning, New Delhi vide No.G7/70-71 dated 19/3/71 of Mysore University, Mysore.

Executant identified by: Sri Mallikarjunappa B.M,
Asst.Registrar, UCM., Mysore.

Sd/-
B.M.Mallikarjunappa,
Asst.Registrar,
University of Mysore,
Mysore.

Sd/-
District Sub-Registrar,
HQA to D.R.Mysore District, Mysore.
19/3/71.

/copy/

REGISTRAR
University of Mysore.



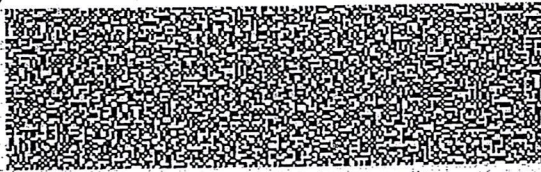
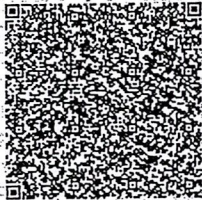
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

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Certificate No. : IN-KA76751333428360T
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 Account Reference : NONACC (FI)/ kacrsf08/ SARASWATHIPURAM1/ KA-MY
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 Purchased by : DIRECTOR IIA BANGALORE
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : VICE CHANCELLOR UNIVERSITY OF MYSORE MYSURU
 Second Party : DIRECTOR IIA BANGALORE
 Stamp Duty Paid By : DIRECTOR IIA BANGALORE
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE ON THIS 10th DAY OF DECEMBER 2021

BETWEEN

THE UNIVERSITY OF MYSORE, having its registered office at Crawford Hall, Mysuru- 570 005, represented herein by its Vice Chancellor (hereinafter referred to as the "University of Mysore") of the one part:

AND

THE INDIAN INSTITUTE OF ASTROPHYSICS having its registered office at IInd Block, Koramangala, Bengaluru-560 034, now being represented by its Director (hereinafter referred to as IIA)

University of Mysore and Indian Institute of Astrophysics (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

S. Hanumanth Kumar
Vice-Chancellor
University of Mysore

Anpi Bhavanam



Statutory Alert: Mysuru-570 005

आचार्य अन्नपूर्णा सुब्रमण्यम

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2. The onus of checking the legitimacy is on the users of the certificate.

निदेशक / DIRECTOR

INDIAN INSTITUTE OF ASTROPHYSICS

-50-

WHEREAS:

1. **RECOGNISING** the need to communicate science to the general public and to provide science education to young school and college students apart from collaborating in frontier scientific areas;
2. **DESIRING** to strengthen and develop co-operation between the participants in the fields of Science and Education by establishing a planetarium and a science hub (called as COSMOS-1) on an identified land owned by University of Mysore;
3. **CONVINCED** of the necessity of a lasting and effective co-operation in the interest of both Participants;
4. **BELIEVING** that such co-operation would serve their common interests and contribute to the enhancement of the technical knowledge in the areas of common interest i.e. science and education of both agencies,

HAVE REACHED THE FOLLOWING COMMON UNDERSTANDING:

ARTICLE 1

OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, endeavour to construct a planetarium and education hub (COSMOS-1) on the identified piece of land (Annexure No.1) owned by the University of Mysore; and to cooperate with each other for science education, outreach and other scientific collaborative activities.

ARTICLE 2

AREAS OF CO-OPERATION

Each Participant will, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, governing the subject matter in their respective agencies, endeavour to take necessary steps to encourage and promote co-operation for the following areas:

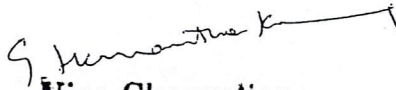
- (a) Construction and establishment of planetarium and education hub, known as COSMOS-1, on the identified/earmarked land owned by University of Mysore, led by the Indian Institute of Astrophysics.
- (b) cooperation to jointly carry out science education, outreach and other scientific collaborative activities, along with COSMOS-1;
- (c) any other areas of cooperation to be mutually agreed upon by the Participants in accordance with the objective of this Memorandum of Understanding.

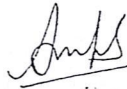
ARTICLE 3

FORMS OF COOPERATION

Subject to the terms of this Memorandum of Understanding and laws, rules, regulations and policies from time to time in force, co-operation under this Memorandum of Understanding will take the following forms:

- (a) Planning, execution and construction of a planetarium and education hub, COSMOS-1, on the land of the University of Mysore, an effort that will be led by the IIA;
- (b) cooperating with each other for the joint operation of COSMOS-1, and carry out science education, outreach and other scientific collaborative activities in Mysore University and its affiliated institutions;
- (c) exchange experts, trainings and information on the area of co-operation;
- (d) any other forms of co-operation in accordance with the objective of this Memorandum of Understanding as set out in Article 1, to be mutually agreed upon by the Participants.


Vice-Chancellor
University of Mysore
Mysuru-570 005



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ARTICLE 4

IMPLEMENTATION

1. The Participants mutually agree that the areas of co-operation under this Memorandum of Understanding will be carried out in the manner to be jointly decided upon by the Participants.
2. In addition, the Participants may conclude specific Implementing Arrangements (hereinafter referred to as "subsidiary agreements") that are to be jointly decided upon for the purpose of implementing programmes and/or projects to be undertaken pursuant to the provisions of this Memorandum of Understanding. Such subsidiary agreements may inter alia define the relevant modalities regarding the programmes and/or projects concerned.

ARTICLE 5

FINANCIAL ARRANGEMENTS

The Scientific Advisory Board of COSMOS-1 will be responsible for the overarching advisory on all respect to the establishment of COSMOS-1, including funding. The University of Mysore shall provide the identified piece of land under the revenue model besides providing non-financial cooperation for the activity.

ARTICLE 6

PARTICIPATION OF THIRD PARTY

Either Participant may invite the participation of a third party in the joint projects and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Participant. In carrying out such joint projects and/or programmes, the Participants will ensure that the third party will comply with the provisions of this Memorandum of Understanding.

ARTICLE 7

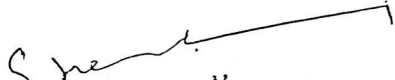
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS


1. The protection of intellectual property rights shall be enforced in conformity with the existing laws, rules, regulations and policies of India.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval by either Participant. It may however be ensured that the official emblem and logo is not misused.
3. The intellectual property rights in respect of any technological development, products and services development, carried out:
 - a. jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon, and
 - b. solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

ARTICLE 8

CONFIDENTIALITY

1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both participants agree that the information obtained from joint activities shall not be shared with a third party without prior written confirmation from both parties.
3. Both Participants agree that the provision of this Article shall survive the expiry or termination of this Memorandum of Understanding.


Vice-Chancellor
University of Mysore
576 005



ARTICLE 9
SETTLEMENT OF DISPUTES

1. Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants.
2. Notwithstanding anything contained in above para, in case of any dispute or difference of opinion not settled amicably by the parties, essentially falling under the ambit of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) the party to this agreement with mutual consent shall take recourse of the same as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-I 1835 dated 22-05-2018 as amended for settlement of such disputes as per applicable law and procedure. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising out any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure.

ARTICLE 10
EFFECT OF MEMORANDUM OF UNDERSTANDING


1. This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations under law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
2. Article 5 (Financial Arrangement), Article 7 (Protection of Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Settlement of Disputes) Article 10 (Effect of Memorandum of Understanding) and Article 11 (Revision, Modification and Amendment) shall be binding on the Participants.

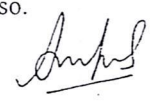
ARTICLE 11
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 12
ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing by both Participants.
2. This MOU shall be governed and interpreted by the provisions of the Indian Contract Act, 1872 in consonance with the applicable laws and procedures made there under.
3. This MoU will remain effective for a period of 10 (ten) years and may be extended for subsequent period by mutual consent, unless either Party intends to terminate as per the Article 12 paragraph 3 and upon termination or expiry of period, IIA shall not claim any right, title interest over COSMOS-1 and the same shall be handed over to University of Mysore in as is where is condition. The University of Mysore shall continue to promote the program under its Banner.
4. Notwithstanding anything in this Article 12, ether Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing at least three (3) months prior to its intention to do so.


Vice-Chancellor
University of Mysore



5. The termination of this Memorandum of Understanding will not affect the implementation of on-going programmes and/or projects, arising from or based on this Memorandum of Understanding or any agreement entered into under this Memorandum of Understanding before and up to the date of the termination of this Memorandum of Understanding.

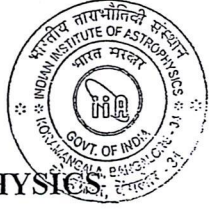
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective agencies, have signed this Memorandum of Understanding on the 10th day of the month of December in the year 2021.

FOR
UNIVERSITY OF MYSORE

FOR
INDIAN INSTITUTE OF ASTROPHYSICS

G. Hemantha Kumar

Anpi Bharamani



VICE-CHANCELLOR,
UNIVERSITY OF MYSORE
~~Vice-Chancellor~~
University of Mysore
Mysuru-570 005

DIRECTOR
आचार्य अन्नपुर्णा सुब्रमणियम
INDIAN INSTITUTE OF ASTROPHYSICS
PROF. ANNA PURNIMA SUBRAMANIAM
निदेशक / DIRECTOR
भारतीय ताराभौतिकी संस्थान
INDIAN INSTITUTE OF ASTROPHYSICS
(DEPT. OF SCIENCE & TECHNOLOGY, GOVT. OF INDIA)
BANGALORE - 560 034

WITNESS: *[Signature]*

[Signature]
Director
Planning, Monitoring & Evaluation Board,
Crawford Hall, University of Mysore,
Mysore-570 005

[Signature]
[Signature]
Engineer F2 Head S.E.C.,
I.I.A., Bangalore 560034