

IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

RFA No. 02 of 2014

Date of decision: 24.07.2026

Gulaba (deceased) through LRs

....Appellants

Versus

Sangeeta (deceased) through LRs and others

...Respondents

Coram

Hon'ble Mr. Justice Sushil Kukreja, Judge

¹ *Whether approved for reporting?*

For the appellants: Mr. Virender Thakur, Advocate, for appellants No.1(a)(i) to 1(a)(iii) & 1(b) to 1(e).

For the respondents: Mr. Manohar Lal Sharma, Advocate, for respondent No.1(a).

Mr. Prashant Manhans, Advocate, vice Mr. Shiv Pal Manhans, Senior Panel Counsel, for respondent No.2.

Mr. Neeraj Gupta, Senior Advocate with Mr. Pranjal Munjal, Advocate, for respondent No.3.

Sushil Kukreja, Judge *(Oral)*

RFA No. 02 of 2014 & CMP No.30832 of 2025

The instant appeal has been preferred under Section 54 of the Land Acquisition Act, 1894 (for short, 'the Act') by appellant/petitioner-Gulaba against the impugned award dated 06.11.2012, passed by the learned District Judge, Solan, District Solan, HP, with the

¹ *Whether reporters of Local Papers may be allowed to see the judgment?*

prayer that the impugned award may be set-aside.

2. During pendency of the appeal, the respondents filed an application under Order 23 Rule 3A, read with Section 151 of the Code of Civil Procedure (CPC), with the prayer that the award may be passed on the basis of compromise-deed (Annexure A-1) arrived at between the parties.

3. It has been averred in the application that both the parties have amicably settled the issue on the basis of Compromise Deed, Annexure A-1, as per which, original respondent No.1-Sangeeta (since deceased), with whom the controversy was pending before this Court, had decided to settle the issue in favour of the appellants. According to the settlement/compromise, respondent No.1(a)-Jaswant Kashyap, who is the legal representative of deceased respondent No.1-Sangeeta, is ready and willing to withdraw his claim in favour of the legal representatives of deceased appellant-Gulaba and the entire disputed amount of compensation, lying deposited before the learned District Judge, Solan, shall be received by his legal representatives, i.e. appellants No.1(a) & 1(b), namely, Lala Ram and Shyam Lal, respectively in equal shares. Appellants No.1(c) to 1(e), namely, Brikhmu Devi, Gambhri Devi & Shakuntla Devi, who are daughters of deceased appellant-Gulaba, have relinquished their respective shares in favour of their brothers, i.e., appellants No.1(a) & 1(b) and since

appellant No.1(a)-Lala Ram had also died on 29.07.2024, therefore, as per Compromise Deed, Annexure A-1, the entire amount of compensation would be devolved into two parts, namely Shyam Lal [appellant No.1(b)] and the second part in three equal shares on his legal heirs, namely, Sanju Kumar, Mela Ram and Roop Dai, i.e. appellants No.1(a)(i) to 1(a)(iii), respectively.

4. During pendency of the aforesaid application, statement of respondent No.1(a)-Jaswant Kashyap was recorded before this Court on 02.01.2026, wherein he stated that the parties have compromised the matter, as per compromise deed annexed with CMP No.30832 of 2025 as Annexure A-1 and he is ready and willing to withdraw the claim, in which, late Smt. Sangeeta was held entitled to owner of the land comprised in Khasra No.121, to the extent of 43/192 share and to receive the compensation qua the acquired land to the extent of her share.

5. Learned counsel for the respondents stated that they have no objection in case the prayer made in the application is accepted.

6. Therefore, in view of the facts and circumstances of the case as well as keeping in view the amicable settlement arrived at between the parties, vide Compromise-Deed, Annexure A-1, the application is allowed. Consequently, the impugned award dated 06.11.2012, passed by the learned District Judge, Solan, HP is set-

aside. The appellants No. No.1(i) to 1(iii), namely, Sanju Kumar, Mela Ram and Roop Dai and appellant No.1(b)-Shyam Lal are held entitled to receive the compensation qua the acquired land to the extent of share of late Smt. Sangeeta, as per their respective shares on the basis of the amicable settlement arrived at between the parties, vide Compromise Deed, Annexure A-1, which shall form part of the award. The parties shall abide by the terms and conditions of the aforesaid Compromise Deed, Ext. A-1

The appeal is disposed of in the above terms. Pending application(s), if any, shall also stand disposed of.

July 24, 2026
(V.Himalvi)

(Sushil Kukreja)
Judge