

**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**RFA No.1488 of 2015 (O&M)  
Date of Decision : 05.07.2017.**

**Manjit Kaur**

**.....Appellant**

**Versus**

**Bhupinder Singh and others**

**..... Respondents**

**CORAM : HON'BLE MR.JUSTICE ARUN PALLI**

Present : Mr. Naresh Kaushal, Advocate for the appellant.

Mr. Parmod Chauhan, Advocate for respondent No.1.

**ARUN PALLI, J. (Oral)**

This is an appeal against the award dated 23.02.2015, vide which the dispute between the parties under Section 30 of the Land Acquisition Act, 1894 (for short “the Act”) was decided against the appellant.

The facts that are required to be noticed that are limited.

Concededly, the appellant happened to be the owners of a land measuring 16 biswa. An agreement to sell dated 25.05.2000 was executed by the appellant in favour of the respondent qua the said land, for a sale consideration of ₹1,67,000/-. A sum of ₹1,20,000/- were paid by way of earnest money. For, the appellant failed to perform her part of contract, the respondent filed a suit for specific performance of agreement to sell on 8.4.2002. It was during the pendency of the said suit a notification under Section 4, dated 5.2.2009, was issued by the State of Punjab to acquire the land owned by the appellant, including the disputed property. The suit filed

by the respondent was decreed by the trial Court on 13.02.2010. Indisputably, the respondent had deposited the balance consideration post passing of the decree. The appeal filed by the appellant against the said decree was dismissed. So much so even the Regular Second Appeal No.5097 of 2012, preferred by the appellant before this Court has also been dismissed. Thus, the judgment and decree dated 13.02.2010 has since attained finality. Ex facie, the rights in the acquired land (measuring 16 biswa) was created in favour of the respondent vide agreement to sell dated 25.05.2000. That was executed much prior to the issuance of notification dated 5.2.2009, under Section 4. A decree for specific performance of the said agreement, as narrated above was passed in favour of the respondent, which has become final. Resultantly, the appellant was left with no right, title or interest either in the disputed land or to receive compensation in lieu thereof.

That being so, the only and the inevitable conclusion the reference Court could reach was to award the compensation to the respondent. The factual position set out above is not disputed by the learned counsel for the appellant. Nothing could be pointed out as to how the conclusion arrived at by the reference Court was either contrary to the record or suffered from any material illegality. The appeal being devoid of merit is accordingly, dismissed.

05.07.2017

*Manoj Bhutani***(ARUN PALLI)**  
**JUDGE**Whether speaking/reasoned  
Whether reportable:Yes/No  
Yes/No