

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

RFA No.4751 of 2013 (O&M)

Date of Decision: 01.06.2018

HSIDC now Haryana State Industrial & Infrastructure Development Corporation Limited.

.... Appellant(s).

Versus

Dharambir and others.

....Respondent(s).

CORAM: HON'BLE MR.JUSTICE G.S.SANDHAWALIA.

Present: Mr.Pritam Saini, Advocate for HSIIDC.

Mr.Shailendra Jain, Sr. Advocate with
Mr.Satyendra Jain, Advocate and
Mr.H.J.Singh, Advocate,
Mr.Pawan Kumar, Sr. Advocate with
Mr.Rozar Kumar, Advocate,
Mr.R.A.Yadav, Advocate,
Mr.Sudhir Aggarwal, Advocate,
Mr.S.P.Chahar, Advocate,
Mr.Sandeep Kotla, Advocate,
Mr.Amit Jain, Advocate
Mr.Neeraj Jain, Advocate for
Mr.Jagmohan Ghumman, Advocate,
Mr.Kul Bhushan Sharma, Advocate,
Mr.Pawan Kumar, Advocate for
Mr.Saurabh Arora, Advocate,
Mr.Rakesh Dhiman, Advocate,
Ms.Mehak Sawhney, Advocate for
Mr.Vinod S. Bhardwaj, Advocate,
Ms.Minakshi Poswal, Advocate for
Mr.R.S.Mamli, Advocate,
Mr.Pawan Malik, Advocate,
Ms.Nisha Advocate for
Mr.Adarsh Jain, Advocate,
Mr.Ashok Tyagi, Advocate,
Mr.Gaurav Arora, Advocate for
Mr.Sachin Mittal, Advocate,
Mr.Ashwani Gaur, Advocate,
Mr.Atul Yadav, Advocate for the landowners.

Mr.Sudeep Mahajan, Addl. A.G., Haryana
for State as well as for HSIIDC.
Ms.Safia Gupta, AAG, Haryana.

G.S.SANDHAWALIA, J.

In view of the detailed judgement of even date passed in ***RFA No.384 of 2013 - “Tej Singh and another Vs. State of Haryana and others”***, the appeals filed by the HSIIDC are allowed and the awards in question are modified whereas the appeals along with the cross-objections, filed by the landowners are dismissed. The market value is, thus, fixed at Rs.43,61,400/- per acre along with all statutory benefits as on 27.09.2005.

It is to be further noticed that before the Reference Court, compromise Ex-C-1 had taken place whereby 40% of the compensation amount was to be paid to Dharambir and Rajinder whereas 60% was to go to respondents No.3 to 7 and 11 as arrayed before the Reference Court in equal shares and enhanced compensation was also to be disbursed accordingly.

In such circumstances, the liability as per the compromise deed would also be pending upon the above said respondents for the purpose of recovery in case the amount has been paid in excess to the land owners or for balance payment where the enhanced amount has not been paid as per their entitlement as such.

June 01, 2018
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(G.S.SANDHAWALIA)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No