2026:HHC:47318

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA.

LPA No. 412 of 2026

Date of decision: 28.10.2026

Padam Sharma & Ors. …Appellants

Versus

State of H.P. & Ors. …Respondents

Co*ram*
The Hon'ble Mr. Justice G. S. Sandhawalia, Chief Justice.

The Hon'ble Mr. Justice Bipin C. Negi, Judge.

Whether approved for reporting?

For the Appellants: Mr. Ajay Sipahiya, Advocate.

For the Respondents: Mr. Sidharth Jalta, Deputy Advocate General, for respondents No. 1 to 6-State.

Mr. Shrawan Dogra, Senior Advocate with Mr. Tejasvi Dogra, Advocate, for respondents No. 7 and 8.

G. S. Sandhawalia, Chief Justice (Oral)

The learned counsel for the parties are agreed that keeping in view the directions issued by the learned Single Judge on 17.10.2025 in paras-32 onwards of the judgment, the parties have sat together and sorted out the matter. It is accordingly submitted that the present appeal be disposed of in terms of the Compromise Deed binding the parties to the same and also protecting the conditions, which were imposed by the learned Single Judge in this order as such, which are also incorporated in the Compromise Deed itself.

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2. The terms of Compromise Deed recorded on 16.09.2026, which are duly translated, read as under:-

> *"COMPROMISE DEED*
>
> *In accordance with the directions given in the order/judgment passed in the year 2025 by the Hon'ble High Court of Himachal Pradesh in connection with the Diwali to be celebrated in the courtyard of Mahasu Maharaj Devta at Village Gaonkhar, Post Office Dhar Chandna, on 16.09.2026 a meeting of both parties was organised in the courtyard of Mahasu Maharaj Devta, Gaonkhar, through the mediation of the villagers of Bawat. The senior and respectable persons of both parties participated in this meeting. Both parties placed their respective objections in the meeting concerning the celebration and non-celebration of Diwali, and both parties listened carefully to each other's statements. Keeping in view the Diwali fair that has been taking place, and in order to ensure a cordial atmosphere in the area at the present time, both parties agreed that Diwali should be celebrated as before. It is being celebrated in the courtyard of Mahasu Devta, and consent has been expressed in this regard; and it was decided in the presence of the third party conducting the mediation that the festival of Diwali shall be celebrated as before in the courtyard of Mahasu Maharaj Devta at Village Gaonkhar.*
>
> *The third party (Village Bawat) requested that Diwali be celebrated subject to certain conditions, which the second party (Respondent) accepted together with all the conditions, which are as follows:-*
>
> *1. There shall be no fighting or quarrelling during Diwali.*

2. Special attention shall be paid to arson during Diwali. If such an incident occurs, the second party (Respondent) shall be responsible.

3. The petitioner and the villagers shall not behave indecently towards any other person. There shall be no interference in the work of the deity.

4. The restrictions imposed or the decision given by the Hon'ble High Court of Himachal Pradesh in 2025 regarding Diwali at Gaonkhar shall remain valid.

5. The currently constituted Mahasu Devta Maharaj Vikas Seva Samiti (Committee), Gaonkhar (organiser), shall make its details of income and expenditure public to all residents of Chandna in Digital (numerical) form. The details of both the temples, Dehra and Tikkari, shall also be made public.

6. If any incident or fight occurs during Diwali, all three parties shall jointly get action taken, or else the Diwali fair shall be closed for the future.

The second party has accepted all the above-mentioned conditions, and we shall be responsible for the same.

With the consent of both parties, after the compromise, all the persons of the parties present [words obscured by the original seal] decided that a request be made to the Hon'ble High Court for withdrawal of the case relating to Diwali.

First Party (Petitioner)	*Second Party (Respondent)*	*Mediating Party*
1. Sd/-	1. Sd/-	1. Sd/-
2. Sd/-	2. Sd/-	2. Sd/-
3. Sd/-	*3. Sd/-*	*3. Sd/-*
	4. Sd/-	
	5. Sd/-"	

The Compromise Deed is made part of the judgment.

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3. Keeping in view the above, the appeal stands disposed of in the aforesaid terms, so also pending applications, if any.

(G. S. Sandhawalia)
Chief Justice

(Bipin C. Negi)
Judge

28th October, 2026
(sanjeev)