



IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA
CWP No. 704 of 2025
Decided on: 14.07.2026

Sat Dev SinghPetitioner
Versus
Himachal Pradesh Power Corporation Ltd and Ors.
.....Respondents

Coram
Ms. Justice Jyotsna Rewal Dua
Whether approved for reporting?¹ Yes

For the Petitioner: Mr. Bimal Gupta, Sr. Advocate with
Mr. Satish Sharma and Ms. Komal
Chaudhary, Advocates.
For the Respondents: Mr. Hamender Singh Chandel,
Advocate.

Jyotsna Rewal Dua, Judge

The subject land belonging to the petitioner was acquired by the respondents under negotiated rates. In view of the written assurance/undertaking executed by the respondents at the time of negotiations to pay enhanced compensation to the petitioner in future, a writ petition instituted by the petitioner seeking enhanced compensation on the basis of Award No. 658 passed by the Land Acquisition Collector was allowed. The said decision has

¹Whether reporters of print and electronic media may be allowed to see the order? Yes.

attained finality and has been implemented. Petitioner through instant writ petition seeks further enhancement in awarded compensation for the subject land on the ground that compensation awarded under Award No. 658 had undergone further enhancement in terms of orders passed by learned Reference Court as also by this Court. The respondent opposes this relief, taking plea of constrictive *res judicata* and provisions of Order 2 Rule 2 of Civil Procedure Code.

2. The case

2(i). Vide notification dated 24.01.2009, issued under Section 4 of the Land Acquisition Act, 1894, (the Act in short) land was proposed to be acquired for construction of Renukaji Dam Project. Petitioner's land was also proposed to be acquired by the said notification. Land measuring 17-15 bighas belonging to the petitioner was acquired by the respondents by way of negotiations for a sum of Rs. 16,27,500/-. Sale deed No. 227 was executed on 24.09.2009. At the time of negotiations, respondents gave written assurance dated 23.10.2009 to the petitioner that in case negotiated rates for the land being acquired, for the dam and reservoir are enhanced, the same rates will be

paid to the petitioner for his land measuring 17-15 bighas, purchased under sale deed No. 227 dated 24.09.2009. The written undertaking/assurance was given to ensure that persons like petitioner, who came forward for sale of land voluntarily, were not put to disadvantageous position.

2(ii) Award No. 658 was announced by the Collector Land Acquisition on 23.08.2012. This award was passed towards compensation for 1187-11 bighas of land. The award also included 0-13 bighas of petitioner's land comprised in Khasra No. 451/404/316. Apart from this, 8-10 bighas of land comprised in Khasra Nos. 323 and 324 was also acquired, in which petitioner had disputed claim of ownership with Raghuvir Singh and others. According to learned counsel for the respondents, petitioner's land measuring 1-1 bighas comprised in Khasra Nos. 339, 341, 342 and 343 was also acquired under this very award, though pleadings to this effect are not there. Under Award No. 658 dated 23.08.2012, the rates per bighas of land classification wise were assessed as under:-

Sr. No.	Classification of Land	Rates per bigha
1.	Kuhal abal/Doam/land udner Abadi Deh, Gharat and Kuhal	Rs. 7,00,000/-
2.	Obad abal & Obad Doam	Rs.3,60,000/-
3.	Banjar Jadeed and Banjar Kadeem	Rs.2,60,000/-

4.	<i>Nakabil, Gair Mumkin and Ghasni</i>	Rs.60,500/-
----	--	-------------

Supplementary award in Award No. 658 was announced on 11.02.2013. This award pertained to compensation for trees and structures standing over the acquired land.

2(iii) Petitioner instituted ***Sat Dev Singh Vs. State of H.P. & Ors²***, seeking directions to the respondents to comply with their undertaking dated 23.10.2009 and pay the enhanced compensation with up to date interest on the basis of Award No. 658 dated 23.08.2012 and supplementary award dated 06.03.2013. Prayer was also made for enhanced compensation alongwith 30 % solatium and additional amount under Section 23 (1A) of the land Acquisition Act @ 12 % interest per annum from 30.07.2009 till realization of the payment. Respondents opposed the writ petition primarily on the ground that written assurance given by them to the petitioner was only to the effect that in case negotiated rates of land being acquired for dam and reservoir area are enhanced through negotiation by the respondents themselves, only then petitioner would be paid the enhanced amount and not

² CWP No.2646 of 2025 decided on 30.07.2019

when the enhancement is made by the Collector/Court under the Land Acquisition Act. Petitioner's claim for payment of compensation as per the land acquisition award pronounced by the Land Acquisition Collector on 23.08.2012 was not tenable.

The above contention of the respondent was turned down. Vide judgment dated 30.07.2019, the writ petition was allowed, holding that language of the undertaking was clear and brooked no other interpretation, the respondents had clearly assured the petitioner that in case the negotiated rates that formed the basis of the sale deed dated 24.09.2009 are enhanced, the same will be paid to the petitioner; The assurance has to be interpreted in light of words employed in it and not on any other basis.

Relevant portion from the judgment reads as under: -

- “8. It is argued by Shri Sunil Mohan Goel, learned Advocate that the assurance given by respondents No. 2 to 5 to the petitioner was only to the effect that in case the negotiated rates of land being acquired for dam and reservoir area are enhanced through negotiation by the respondents themselves, only then the petitioner would be paid the enhanced amount and not when the enhancement is made by the Collector/Court under the Land Acquisition Act.*
- 9. To say the least, the submission is absolutely fallacious and contrary to what is stated in Annexure*

P-1. The language of the assurance is clear and brooks no other interpretation, wherein the respondents have clearly assured the petitioner that in case the negotiated rates that forms the basis of the sale deed dated 24.09.2009 are enhanced the same will be paid to the petitioner. The assurance has to be interpreted in the light of the words employed in it and not on any other basis

10. Not only this, there is a specific undertaking in the assurance to the effect that the undertaking was being given to ensure that those persons who come forward to sale of land voluntarily are not disadvantaged. Therefore, it does not lie in the mouth of the respondents to contend otherwise.

11. Moreover, in case the plea of respondents is accepted then this in itself would amount to a case of invidious discrimination, which obviously is not permissible under law.

12. It is not a case of the respondents that the rates of similar land are being enhanced as per award No. 658, dated 23.08.2012. Therefore, there is no reason as to why the enhanced amount be not paid to the petitioner rather the Collector while passing the award (Annexure P-3) has made a specific note of the fact that since the land owners have transferred their share in favour of the HPPCL through private negotiation and there are also fruit and non-fruit bearing trees standing over such land then HPPCL, who has given undertaking at the time of sale transaction will give the enhanced rate of compensation to the other interest holders.

13. This is clearly evident from the following observations:-

Some of the land owners have transferred their share in the land comprised in Kh. Nos. 325, 326, 409/327, 336, 357, 361, 362, 363, 364, 365, ¼, 104/1, 402/316, 452/404/316, 320, 321, 322,

416/368, 369, 370, 372, 374 in favour of HPPCL through private negotiation and there are also fruit and non-fruit bearing trees standing over such land. Since the HPPCL has given undertaking at the time of sale transactions that they will give enhanced amount of compensation if given to the other interest holders, value of trees which has not been paid and assessment of which has now been done, is payable to the interest holders who have sold the land by way of private negotiation as well. Hence the compensation on account of trees falling to the share of such interest holders too has been included in this award. This amount will be paid as per the share recorded in the revenue record before the sale of the land in favour of HPPCL.

The writ petition was allowed and petitioner was awarded enhanced compensation as per award dated 23.08.2012 for his 17-15 bighas of land by adopting classification wise rates adopted in award dated 23.08.2012 as under:-

- “ 35. As per sale deed entered into between the parties, the petitioner has been paid a sum of Rs. 16,27,500/- whereas as per the rates determined by the Land Acquisition Collector vide his award dated 23.08.2012, the amount now works out to more than three times at Rs. 51,19,432/-.
36. Even after deducting the amount already received by the petitioner the petitioner would still be entitled to a sum of Rs. 34,91,932/- and in addition thereto the other statutory benefits flowing out of the act when calculated works out to Rs.47,50,175/- as would be evident from the following details:-

S.No.	Nature of Land	S Rate per bigha
1	For 0-19 bighas Obad Abal at the rate of Rs.3,60,000/-	Rs.3,42,000/-

2	For 6-13 bighas Obad Doam at the rate of Rs.3,60,000/-	Rs. 23,94,000/-
3	For 0-7 bighas Banjar jaded at the rate of Rs.2,60,000/-	Rs. 91,000/-
4.	For 2-8 bighas Banjar Kadeem at the rate of Rs.2,60,000/-	Rs. 6,24,000/-
5.	For 7-6 bighas Ghasni at the rate of Rs.60,500/-	Rs. 4,41,650/-
6.	or 0-15 bighas gair mumkin at the rate of Rs.60,500/	Rs. 43,375/-
	Total	Rs. 39,38,025/-
7.	+30% Solatium	Rs. 11,81,407/-
	Total	Rs. 51,19,432/-
8	+ additional amount under section 23(a) at the rate of 12% per annum w.e.f. 3.7.2009 to 20.8.2018 total 3 years 23 days (1118 days) on rupees 34,91,932/	34,91,932/-
		+12,58,243/-
		47,50,175/-“

The statutory benefits in terms of **Sunder Singh Vs Union of India and others³** were also allowed as under:-

47. In view of the aforesaid discussion, the petition is allowed by directing the respondents to pay the enhanced amount of compensation alongwith upto date interest as per the Award No. 658, dated 23.08.2012 and Supplementary Award dated 06.03.2013.
48. In addition thereto, the respondents are directed to pay the statutory benefits in terms of the Constitutional Bench judgment of the Hon’ble Supreme Court in Sunder vs. Union of India 2001 (7) SCC 211.
- 49 Accordingly, the present petition is allowed in the

³ (2001) 7 SCC 211

aforesaid terms with costs of Rs.1,00,000/-, out of which Rs.50,000/- shall be paid to the petitioner and remaining Rs.50,000/- shall be paid to the President, Red Cross Society, Account No. 790210100010759, Bank of India, The Mall, Shimla on or before 31.08.2019. The cost at the first instance will be paid by respondent No. 2 from its own coffers and thereafter shall be recovered from the erring officials irrespective of whether they are still serving or not. The inquiry against the erring officials shall be personally conducted by the Chief Secretary-cum-Chairman, HPPCL. Compliance report, thereof be submitted to this Court on or before 31.10.2019.”

For completing the sequence of facts pertaining to *Sat Dev Singh*², it may be noticed at this stage that ***Himachal Pradesh Power Corporation Limited Vs. Sat Dev Singh***⁴ instituted by the respondents against the aforesaid decision was dismissed on 02.01.2020, though the cost imposed in *Sat Dev Singh*² was waived. While dismissing *Himachal Pradesh Power Corporation Limited*⁴ the Court inter-alia, observed that the written assurance given by the appellants therein, was not restricted/ relatable only to future enhancement by the Board of Directors of the appellants. Implication being that petitioner's claim of enhanced compensation on the basis of award passed

⁴ LPA No. 64 of 2019 decided on 02.01.2020

by the Collector/Court was held tenable. Relevant para in this regard in the decision rendered in *Himachal Pradesh Power Corporation Limited*⁴ is as under:-

“4(i). A careful perusal of the 'Assurance' for negotiated rates for land acquisition for Renuka Ji Dam Project, reveals that the HPPCL/respondents had offered certain rates for the land allegedly through negotiations vide order dated 06.12.2008 with rider that in case the rates are enhanced in future, then the same rates will be paid to the land owners agreeing to sale their land(s) through negotiations. The object of paying enhanced rates even to those land owners who had sold their land(s) voluntarily, was to ensure that such land owners are not put to disadvantage in future, vis-a-vis, those who did not sell their land(s) and in whose case rates were determined by the Land Acquisition Collector. There is no averment in this 'Assurance' that the enhancement in the rates mentioned in the 'Assurance' is relatable only to the future enhancement by the Board of Directors of respondents.”

Special Leave to Appeal (C) No. 17341 of 2022 against the above decision was dismissed on 14.10.2022.

Petitioner preferred Execution Petition No. 440 of 2024 for the enforcement of *Sat Dev Singh*². Pursuant to the orders passed in the said execution petition from time to time, the judgment in question was implemented. Consequently, the execution petition was disposed of on

09.08.2024.

2(iv) Some of the landowners in Award No. 658 preferred reference petitions before the learned District Judge, District Sirmour. These reference petitions were decided on 28.03.2017. Petitioners therein were held entitled to enhanced compensation @ Rs. 1 lac per bigha instead of Rs.60,500/- for the acquired land-Nakabil/Ghasni/Gair Mumkin. The rates assessed in the Award No. 658 for rest of the land i.e. Kuhali, Obad, land under Gharat, Kuhal & Banjar were held to be adequate and properly assessed.

The land owners as also HPPCL preferred Regular First Appeals (RFAs) against the award dated 28.03.2017 passed by the District Judge Sirmour, District Sirmour. These RFAs with lead case RFA No. 145 of 2018 were decided on 20.11.2019. It was held that the landowners/claimants would be entitled to compensation on uniform basis, irrespective of classification and category of land. Accordingly, RFAs preferred by the landowners/claimants were allowed. The claimants were held entitled to compensation of Rs. 7 lacs per bigha irrespective of classification and category of the land. Remaining portion of

the award was kept intact. The appeals preferred by the project beneficiary were dismissed.

2(v) It may also be beneficial to take note of Award No. 659 passed by the Collector in respect of acquisition of certain other parcels of land for the same very project. Award No. 659 was announced on 31.08.2012, awarding compensation for 26-04-00 bighas of land. In this award also, market value of the acquired land was determined classification wise as under:-

Sr. No.	Classification of Land	Rates per bigha
1.	Kuhāl Salāna/Abāl/land under Kuhāl, Gharāt and Abādī Deh	Rs. 7,00,000/-
2.	Obād Awāl/Obād Doam	Rs.3,60,000/-
3.	Bānjar Jadeed and Banjar Kadeem	Rs.2,60,000/-
4.	Nakabil, Gair Mumkin and Ghasni	Rs.60,500/-

Reference petitions instituted by different claimants against the aforesaid award were dismissed by the learned District Judge Sirmour, District Sirmour on 16.01.2016. RFAs were preferred by the landowners as also the beneficiary of the project. These appeals under the lead case RFA No. 202 of 2016 were decided on 16.08.2018, holding that claimants/landowners were entitled to the compensation on uniform basis irrespective of its classification and category of the land. Accordingly, the

claimants/landowners were allowed market value of the acquired land at Rs. 7 lacs per bigha irrespective of classification and category. The appeals preferred by the project beneficiary were dismissed. The remaining portion of the award was retained subject to above modification.

2(vi) In respect of 8-10 bighas of land comprised in Khasra Nos. 323 and 324, subject matter of award No. 658, where Sh. Raghibir Singh, Smt. Raksha Devi, Smt. Amra Devi, Smt. Vidya Devi and the petitioner had disputes qua ownership, the first four persons instituted reference petitions in the Court of learned District Judge Sirmour, District Sirmour under Section 18 of the Act. Petitioner was impleaded as respondent No.4 therein. The reference petition was decided on 05.06.2018, awarding compensation to the petitioners (therein) at Rs. 7 lacs per bigha qua the land acquired for all categories. Statutory benefits were also allowed to the petitioners (therein). RFA No. 348 of 2018, was instituted by the project beneficiary against the award dated 05.06.2018. The appeal was decided on 05.12.2023. While deciding the appeal, CMP No. 18031 of 2023 jointly moved by the respondents-landowners including the present petitioner was also decided. In the said application, private parties including

the present petitioner and the petitioners in the original reference petition, pleaded that they had settled their intra-dispute amongst themselves under a compromise for distribution of the award amount amongst themselves; That they would abide by the compromise so entered into between them. The application was disposed of in terms of compromise by taking the said compromise on record. RFA No. 348 of 2018, instituted by the project beneficiary, was dismissed taking note of the decision already rendered in RFA No. 202 of 2016. The award passed by the learned Reference Court on 05.06.2018 awarding compensation of the acquired land @ Rs. 7 lacs per bigha was affirmed.

2(vii) Petitioner sent a legal notice on 23.09.2023 to the respondents, seeking enhanced compensation for his 17-15 bighas of land that was acquired under the negotiated rates, on the basis of subsequent awards passed by the learned Reference Court as affirmed in RFAs by this Court. In response dated 10.11.2024 to the aforesaid legal notice, the respondents denied their liability to pay enhanced compensation.

This led the petitioner to institute present writ petition on 06.01.2025 seeking following substantive

reliefs:-

- “(i) *The Respondents may kindly be directed to pay the differential of enhanced compensation as awarded by the Respondent No.3 and enhanced by this Hon'ble Court in RFA No.202 of 2016 decided on 16.8.2018 and connected matters as well as RFA No.348 of 2018 decided on 5.12.2023.*
- (ii) *The Respondent may kindly be directed to pay the other statutory benefits like solatium interest etc. as provided under the Land Acquisition Act, 1894 on the differential of enhanced compensation.*
- (iii) *The Respondents may further be directed to pay interest @12% PA in favour of the Petitioner on the differential amount of compensation from 16.8.2018, the date when this Hon'ble Court decided the RFA No.202 of 2016 holding the land owners/ claimants entitled to compensation @ Rs. 7 lacs per bigha irrespective of category/ classification of land.”*

3. Heard Senior Counsel for the petitioner as also learned counsel appearing for the respondents.

3(i) Learned counsel appearing for the respondents has raised two defences for opposing the writ petition. (i) Petitioner is not entitled to the relief claimed in view of provisions of Order 2 Rule 2 of Civil Procedure Code and (ii) In the given facts and circumstances, doctrine of constructive *res judicata* is attracted debarring the petitioner from claiming the relief. Reliance in this regard was placed upon following paragraphs of **Channappa (D)**

Thr. LRs Vs. Parvatewwa (D) Thr. LRs⁵:-

“35. The scope of interference in a second appeal under Section 100, CPC is well settled. The jurisdiction of the High Court in such proceedings is confined to cases involving a substantial question of law. Findings of fact concurrently recorded by the courts below cannot ordinarily be interfered with unless such findings are shown to be perverse or based on no evidence.

36

37. In the present case, both the Trial Court and the First Appellate Court had independently examined the pleadings, the evidence and the earlier proceedings between the parties and had concurrently held that Suit – II was barred by the principles of res judicata, constructive res judicata and Order II Rule 2, CPC.”

And upon following portion from B.S Lalitha and others Vs. Bhuvanesh and others⁶:-

“7. On 11.07.2007, the plaintiffs/appellants filed a suit seeking partition of five suit schedule properties and allotment of 1/8th share to each of the eight legal heirs (three daughters, four sons, and the mother). The plaint set up the case that the propositus died intestate and that the three daughters, as co-owners were entitled to a share in the properties.

8 to 12.

13. The LXI Additional City Civil and Sessions Judge, Bengaluru, by order dated 15.11.2022, dismissed I.A. No. IV, holding that the 2013 order of the High Court in R.F.A. No. 168 of 2009 operated as res

⁵ SLP (C) No. 8536 of 2024 decided on 09.04.2026

⁶ SLP (C) No. 23709 of 2024, decided on 15.05.2026

judicata. The Trial Court also held, on the merits, that Section 6(5) of the H.S. Act does not create a bar to the filing of the suit.

14&15

16. *While deciding the matter, the High Court addressed two issues: the first being res judicata and the second being the effect of proviso to Section 6(1) and Section 6(5) of the H.S. Act to the present matter. On the question of res judicata, it held that the principle does not apply for two reasons: first, the earlier application (I.A. No. 2) was filed by Defendant Nos. 1 to 3, whereas the second application (I.A. No. IV) was filed by the legal representatives of Defendant No. 4, and therefore the earlier order “was not passed on an application filed by Defendant No. 4(a), (b) and (d)”; and second, the decision of this Court in Vineeta Sharma (supra) constituted a ‘change in law’ which rendered the 2013 High Court order inapplicable as Res judicata.*

17.

18. *The above decision of the High Court dated 29.08.2024 stands assailed in the present Appeal. On 25.10.2024, this Court issued notice and directed that status quo be maintained with respect to the subject properties. It is in the aforesaid factual backdrop and stand of the parties that the present appeal has been heard.*

19&20

21. *It was further submitted that the reliance placed by the High Court on Vineeta Sharma (supra) as constituting a ‘change in law’ which overrides res judicata is misplaced. The exception recognised in Mathura Prasad Bajoo Jaiswal and Others v.*

Dossibai N.B. Jeejeebhoy that a subsequent change in law can render an earlier decision on a pure question of law ineffective as res judicata has no application, because Vineeta Sharma (supra) does not alter the settled position that where a Hindu male dies intestate, his property devolves under Section 8 on all Class I heirs including daughters, which was the very basis of the 2013 order.

22&23

24. *Third, it was contended that even assuming that the daughters are not coparceners and the registered Partition Deed is saved under Section 6(5), the propositus having died intestate on 06.03.1985, his undivided share in the coparcenary property devolved by succession on all Class I heirs including the three daughters by virtue of the proviso to the erstwhile unamended Section 6 read with Section 8 of the H.S. Act. This right is independent of the 2005 Amendment and is wholly unaffected by Section 6(5). The suit is, at minimum, maintainable to the extent of the daughters' share in the father's property.*

25.

26. *Learned counsel appearing for the respondents submitted that the registered Partition Deed dated 16.06.2000 is a partition "effected" before 20.12.2004 within the meaning of Section 6(5) read with its Explanation, and is therefore saved. It was submitted that the appellants themselves produced this deed with the plaint and admitted that the defendants had partitioned the suit schedule properties. Since the Partition Deed was duly registered, acted upon, and several properties further alienated to third parties who have constructed buildings and are in possession, the*

proviso to Section 6(1) and Section 6(5) of the amended H.S. Act save this partition from being reopened, and the suit is barred by law. Reliance was placed on the decision in Vineeta Sharma (supra).

27&28

29. *We have heard the learned counsel appearing for the parties and have perused the materials on record. The following questions fall for our consideration:*

- (i) Whether the second application under Order VII Rule 11 (I.A. No. IV) is barred by the principle of res judicata;*
- (ii) Whether Section 6(5) of the H.S. Act operates as a bar to the institution of a suit, warranting rejection of the plaint under Order VII Rule 11(d);*
- (iii) Whether the appellants have a right under Section 8 of the H.S. Act that is independent of the 2005 Amendment and unaffected by Section 6(5).*

30. *Before advertng to the rival submissions canvassed on either side, it is apposite to briefly advert to the settled principles governing the scope of Order VII Rule 11 of the CPC, as they form the doctrinal backdrop against which each of the three questions must be assessed for decision.*

31.

32. *In Mayar (H.K.) Ltd. (supra), this Court in Para 9 held that the question whether the plaint discloses a cause of action is a question of fact which has to be gathered on the basis of the averments made in the plaint in its entirety, taking those averments as correct. The Court cannot reject a plaint under Order VII Rule 11 if any cause of action is disclosed. In Nusli Neville Wadia (supra), this Court reiterated that disputed questions of fact cannot be decided*

under Order VII Rule 11.”

Learned counsel for the respondents contends that Award No.658 was announced by the Collector land Acquisition on 23.08.2012; 0-13 bigha of petitioner's land comprised in Khasra No. 451/404/316 was also acquired under Award No. 658 dated 23.08.2012. Petitioner did not take recourse to Section 18 of the Act by filing reference petition against the aforesaid award seeking enhancement in the awarded compensation. Petitioner was satisfied with the Award No. 658. It was also submitted that Sh. Raghubir Singh and three others had instituted reference petition on 07.08.2014 before the learned District Judge Sirmour, District Sirmour seeking enhancement in the compensation allowed under Award No. 658 in respect of 8-10 bighas of land comprised in Khasra Nos. 323 and 324. In the said reference petition, petitioner was impleaded as respondent No.4 as there was dispute about ownership of the land between the two sides; Reference petition was allowed on 05.06.2018, holding petitioners, therein, entitled to compensation of Rs. 7 lacs per bigha irrespective of classification of the land; *Sat Dev Singh*² was pending adjudication on 05.06.2018. It was for the petitioner to have amended his writ petition seeking relief of

compensation on the basis of order passed by the Reference Court on 05.06.2018. Petitioner neglected to do so. His claim now is barred by principles of constructive *res judicata* as also by the provisions of Order 2 Rule 2 of Civil Procedure Code. Learned counsel for the respondents also submitted that reference petitions instituted by several other landowners against the same Award No. 658 had been decided by the learned District Judge Sirmour, District Sirmour on 28.03.2017 allowing compensation of Rs. 1 lac per bigha. The aforesaid amount had been enhanced to Rs. 7 lacs per bigha in RFA No. 145 of 2018 decided on 20.11.2019. Hence, prayer was made to dismiss the writ petition.

3(ii) Learned Senior Counsel for the petitioner reiterated the writ pleadings and strongly urged petitioner's claim for enhanced compensation on the ground that rate of compensation determined under Award No. 658 was enhanced to Rs. 7 lacs per bigha for the first time in RFA No. 145 of 2018 decided on 20.11.2019. It was also submitted that Sh. Raghubir Singh and three others, who had instituted petition under Section 18 of the Act, seeking enhancement in the compensation as awarded vide Award No. 658, was decided on 05.06.2018 by the learned

Reference Court. Petitioner was party respondent No.4 in this reference petition. The Award passed by the learned Reference Court on 05.06.2018 was assailed within limitation period by the respondents in RFA No. 348 of 2018, that was decided on 05.12.2023. It is only after the decision of the learned Reference Court that petitioner became aware of the compensation assessed for the land acquired for the project at Rs. 7 lacs per bigha by the Reference Court and accordingly issued legal notice to the respondents on 23.09.2023. Respondents, on 10.11.2024, rejected petitioner's claim. Thereafter, petitioner took recourse to the writ jurisdiction of this Court on 06.01.2025.

4. Petitioner seeks enhancement in the compensation qua his 17-15 bighas of land acquired by the respondents through negotiations. Petitioner's claim of enhancement in the compensation qua the subject land on the basis of Award No. 658 has already been allowed in *Sat Dev Singh*². All contentions on merits of the matter raised by the respondents for opposing petitioner's claim for enhancement in the compensation, on the basis of Award No. 658, have already been turned down. The judgment has been affirmed right up to the Hon'ble Apex Court.

Petitioner now seeks enhancement in the awarded compensation for the same land on the ground that compensation allowed under Award No. 658 has further been enhanced in RFA No. 348 of 2018 decided on 05.12.2023. The given facts and circumstances of the case, more particularly, factual events narrated above, lead to the conclusion that petitioner though has accepted Award No. 658 qua his 13 biswas of acquired land comprised in Khasra No. 451/404/316 and did not institute any reference petition under Section 18 of the Act, however, that factor alone would not deprive him from exercising his right in accordance with law for seeking enhanced compensation qua his 17-15 bighas of land that was acquired by the respondents through negotiations. Merely not assailing Award No. 658 qua 13 biswas of land acquired in accordance with provision of the Land Acquisition Act will not estop the petitioner from seeking compensation for his 17-15 bighas of land acquired through negotiative means, more so, in light of conclusion and findings already rendered in *Sat Dev Singh*² that petitioner is entitled to enhancement in the compensation on the basis of Award No. 658 qua 17-15 bighas of land in view of assurance given by the respondents. It is a matter of record that

under Award No. 658 as also Award No. 659, the lands have been acquired by the respondents for construction of Renukaji Dam Project. Both the awards have reached up to this Court in RFA No. 202 of 2016 (Award No. 659) and RFA No. 145 of 2018 (Award No. 658). The Compensation of the land in both the awards has been assessed at Rs. 7 lacs per bigha irrespective of classification of the land. Petitioner was neither party in RFA No. 202 of 2016 nor in RFA No. 145 of 2018. He was impleaded as respondent No.4 in land Reference Petition instituted by Sh. Raghubir Singh and three others that was decided by the learned District Judge Sirmour, District Sirmour on 05.06.2018. This land reference was qua 8-10 bighas of land comprised in Khasra Nos. 323 and 324 acquired under Award No. 658, wherein four petitioners (therein) had dispute qua ownership of the land with the present petitioner. Learned Reference Court had allowed Rs. 7 lacs per bigha as compensation for the acquired land irrespective of its category. RFA No.348 of 2023 instituted by the respondent against this award was dismissed on 05.12.2023. Evidently, the compensation assessed under Award No. 658 had not remained static at classification/category wise rates of acquired land rather under decisions of Reference

Court and this Court, category/classification wise assessment was obliterated thereby assessing the compensation at uniform rate of Rs. 7 lacs per bigha. Given this, it cannot be said that there would be any estoppel against the petitioner from claiming the enhanced compensation as further allowed in the interregnum qua the land covered under the same award (No. 658). It may also be pertinent to note that respondent, being the project beneficiary, was party in all the proceedings before the Reference Court as also before this Court, arising out from Award No. 658. Respondent being all along aware of the fact that compensation granted under Award No. 658 as also Award No. 659 pertaining to acquisition of the land for construction of Renukaji Dam Project had actually been enhanced to Rs. 7 lacs, was duty bound to inform the Court that amount of compensation under Award No. 658 had actually been enhanced to Rs. 7 lacs per bigha. Petitioner, who on the basis of Award No. 658, has been allowed enhanced compensation in *Sat Dev Singh*² for his 17-15 bighas of land acquired through negotiations is, therefore, held entitled to further enhanced compensation in light of admitted position that assessment made in Award No. 658 had underwent further enhancement in terms of orders

passed by learned Reference Court and by this Court.

5. For the foregoing discussion, this writ petition is allowed. However, to balance the equities (for the period after the decision of *Sat Dev Singh*²), petitioner shall not be entitled to interest @ 15% from 31.07.2019 (date of decision of *Sat Dev Singh*²) till date. In terms of this direction, the compensation payable to the petitioner has been worked out as under with assistance of learned counsel for the parties leaving their rights and contentions open:-

PART-1

1	Date of issue of Notification U/S (4) read with section 17(4) of the Land Acquisition Act, 1894	24.1.2009
2	Date of publication of notification under U/S 4 read with section 17(4) of the Act in daily News paper Divya Himachal	19.2.2009
3	Date of publication of notification under U/S 4 read with section 17(4) of the Act in daily News paper Punjab Kesari	19.2 2009
4	Date of Last Publication of Notification U/S 4 read with section 17(4) through Naib Teshildar Nora-	30.7.2009
5	Date of issue of Notification U/ S (6&7) of the Land Acquisition Act. 1894	86.2010
6	Date of last Publication of notification U/ S (6&7) through Naib Tehsildar Noradhar	24.8.2010
7	Date of Award made by the Land Acquisition Collector Award No.658	23.8.2012
8	Enhanced compensation calculation @700000/- as per direction of Hon'ble High Court.	700000

9	Total Market Value in respect of 355 biswa land i.e.Kh.No. 402/316. 452/404/316 ,320 ,321 ,322 ,416/368,369 & 370 @ Rs. 35000/- per biswa	355	12425000
9-i	Basic value paid on the amount during sale/purchase deed on 24.9.2009	0	1627500
9(ii)	Total Market Value after deducted the already paid amount of land during sale/ purchase transaction	0	894524
10	30% CAC U/S 23(2) to the Market value of the acquired Land		268357
11	12% Addl. Amount U/S 23(1)(A) to the Market value of the acquired Land w.e.f. 30.7.2009 to 23.8.2012 for 1121 days		329675
12	Total Column= 9(ii)+10+11		1492556
13	9% interest from 23 8 2012 to 22.9.2012 for one year on the amount shown against column No. 12 supra		134330
14	15% from 23.9.2012 for 1 days on the amount shown against column 12 supra		613
15	Total Column 12+13+14		1627500
	Part-II		
16	The basic value of land after deducting the already paid amount of land through Sale / Purchase		11530476
17	Amount paid by the HPPCL as per court order on dated 5.10.2019 in LPA No.64/2019		3362455
18	Total Market Value after deducted the already paid / deposited amount of land		951365
19	30% CAC U/S 23(2) to the Market value of the acquired Land		285410
20	12% Add I. Amount U/S 23(1 (A) to the Market value of the acquired Land w.e.f.30.7.2009 to 23.8.2012 for 1121 days		350624
21	Total Column No. 18+19+20		1587398
22	9% interest from 23.8.2012 to 22.9.2012 for one year on the amount shown against column No.21 supra		142866
23	15% from 23.9.2012 to 30.7.2019 for 2502 days on the amount shown against column 21 supra		1632193
24	Total Column (21+22+23)		3362457
	Part-III		

25	The basic value of land after deducting the already paid / deposited amount of compensation in the Hon'ble High Court		10579111
26	Amount paid by the HPPCL as per court order on dated 24.7.2024 & 9.8.2024 respectively in CWP 2446 of 2015 dated 30.7.2019 and Execution petition No. 440 of 2024		1868543
27	Total Market Value after deducted the already paid / deposited amount of land		528681
28	30% CAC U/S 23(2) to the Market value of the acquired Land		158604
29	12% Addl. Amount U/S 23(1 (A) to the Market value of the acquired Land w.e.f.30.7.2009 to 23.8.2012 for 1121 days		194844
30	Total column 27+28+29		882130
31	9% interest from 23.8.2012 to 22.9.2012 for one year on the amount shown against column No. 30 supra		79392
32	15% from 23.9.2012 to 30.7.2019 for 2502 days on the amount shown against column No. 30 supra		907023
33	Total column 30+31+32)		1868544
	Grand total of Part I,II & III		2374570
	Part-IV		
34	Now the actual payment of land compensation to be paid / deposited in favour of petitioner.		10050430
35	30% CAC on Differential Amount U/S 23(2) of the Act on the Market value		3015129
36	12% Addl. Amount U/S 23(1 (A) to the Market value of the acquired Land w.e.f.30.7.2009 to 23.8.2012 for 1121 days		3704065
37	Total Column (34+35+36))		16769624
38	9% interest from 23.8.2012 to 22.9.2012 for one year on the amount shown against column No. 37 supra		1509266
39	15% from 23.9.2012 to 30.7.2019 for 2502 days on the amount shown against column No. 37 supra		17242849
40	Total column 37+38+39 to be paid/ deposited.		35521740

The writ petition is disposed of in above terms.

Pending miscellaneous application(s), if any,
also to stand disposed of.

July 14, 2026
R.Atal

Jyotsna Rewal Dua
Judge

High Court of H.P.