

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Civil Revision No.72 of 2025

Reserved on: 19.03.2026

Decided on: 09.04.2026

Rajeev Bansal

....Petitioner

Versus

Parkash Chand & others

...Respondents

Coram

Hon'ble Mr. Justice Romesh Verma, Judge

Whether approved for reporting?

For the petitioner:

Mr. Anand Sharma, Senior Advocate
with Mr. Karan Sharma, Advocate.

For the respondents:

Mr. Ashok Kumar Tyagi, Advocate, for
respondent No.1

Mr. Baldev Singh Negi, Additional
Advocate General, for respondents No.2
and 3.

Romesh Verma, Judge

The present petition arises out of the order, as passed by learned Additional District Judge, Nahan, District Sirmaur, H.P., dated 07.07.2025, whereby the application filed by the present petitioner under Section 47 of Civil Procedure Code to issue direction to judgment debtor to release 50% of compensation of land belonging to Smt. Indrawati, has been dismissed.

2. Brief facts of the case are that the present petitioner Rajeev Bansal filed a suit for declaration with consequential relief of permanent prohibitory injunction in the Court of learned Sub

Judge, Nahan. Learned trial Court vide its judgment and decree dated 14.06.1999 dismissed the suit as preferred by the present petitioner. As per averments as made in the plaint, it was alleged that one Shri Kaka Ram, son of Rooda Mal was the owner of the land in village Joharon, Tehsil Nahan. He had three sons, namely, S/Shri Shanti Sarup, Ram Sarup and Gopal Dass. Shri Ram Sarup died on 14th Chait 1998, (1941 AD) during the lifetime of his father Kaka Ram and was survived by his wife Indrawati and his son Naresh Kumar. Shri Naresh Kumar also died during the life time of Kaka Ram.

3. It was stated in the plaint that, after the demise of Kaka Ram, his sons Shanti Sarup and Gopal Dass entered into a family settlement on 25.04.2001, whereby 1/3rd share in the total land situated in village Joharon was kept apart as maintenance to Smt. Indrawati, wife of Ram Sarup and Smt. Surgi Devi, grandmother of the parties, but the same was relinquished in favour of Shanti Sarup, in lieu of providing maintenance to both Smt. Sugri Devi and Smt. Indrawati, whereas the remaining 2/3rd share in the land was divided and partitioned between Shanti Sarup and Gopal Dass in equal shares. It was further averred that after the separation of 1/3rd share of Gopal Dass, the remaining land measuring 155-02 bighas in village Joharon came into possession of Shanti Sarup as owner in the said family

settlement. Thus, he claimed his exclusive ownership in the suit land. In the alternative, Shanti Sarup also claimed to have become owner qua the alleged share of Indrawati by virtue of adverse possession. The suit land is shown to be owned and possessed by Shanti Sarup and Indrawati, widow of Ram Sarup, in equal share. However, said Indrawati left the house and remarried to one Shri Balkrishan Goyal of Delhi in 1948 AD. Therefore, under the old Hindu Law prevalent, at that time, she forfeited her right to maintenance, also, and the suit land reverted back to Shanti Sarup, brother of Ram Sarup. It was averred that upon the remarriage of Indrawati to Balkrishan Goyal, her share was reverted back to Shanti Sarup only and therefore, he became the full owner of the suit land. Indrawati was not competent to execute the Will qua her share in the suit land in favour of Parkash Chand on 21/22.08.1984, nor he was entitled to get the mutation of her share in the suit land.

4. After the dismissal of the suit on 14.06.1999, the present petitioner Rajeev Bansal preferred an appeal in the Court of learned District Judge, Sirmaur on 20.07.1999. The learned District Judge vide its judgment and decree dated 05.09.2000 accepted the appeal and the judgment and decree passed by learned trial Court was set aside and the suit of the present petitioner for declaration that he is the exclusive owner-in-

possession of the suit land was decreed. As a consequential relief, defendant No.1/present respondent Parkash Chand was restrained from interfering in possession of the plaintiff/present petitioner over the suit land.

5. Against the judgment and decree as passed by learned District Judge, Nahan, District Sirmaur, dated 05.09.2000, the present respondent, Parkash Chand, along with Brij Bhushan and Pushpa Devi, preferred a regular second appeal in this Court. The appeal came up for consideration on 26.10.2006, and by the said order, the appeal was disposed of as having been compromised between the parties in the following manner:

“This appeal coming up for final hearing on 26 th day of October, 2006, before a single bench consisting of Hon’ble Mr. Justice Surjit Singh, Judge, High Court of Himachal Pradesh Shimla, in the presence of Mr. Sandeep Kaushik, Advocate counsel for the appellants, Mr. Ankush Sood, Advocate, counsel for respondent No.1 and Mr. Bimal Gupta, Advocate counsel for respondents No.3 to 6; it is ordered in terms of the compromise Ex. CA and site plan (Annexure A-1) to Ex. CA, the decree passed by the first appellate Court is superseded and the following ultra is passed.

1. Appellants-defendants Parkash Bansal, Brij Bhushan and Pushpa Devi are declared to be owners in possession of 6 Bighas land forming part of Khasra No.17, as depicted by Khasra No.17/1 in Annexure A-1 to compromise deed Ex. CA, situate in Moza Joharon,

Tehsil Nahan, District Sirmour, H.P. The possession of this 6 bighas and is admitted by the respondents to have been delivered to the appellants.

2. For approaching the aforesaid 6 bighas land depicted by Khasra No.17/1 from Tarlokpur-Kala Amb road, a passage has been provided by the respondents(plaintiff and proforma defendants) from the land owned and possessed by them and the said passage is depicted by Khasra Nos.204/135/2/2, 205/135/1/1, 205/135/2/1, 204/135/2/2 and 205/135/2/3 situate in Moza Joharon, Tehsil Nahan, District Sirmour, H.P. and this passage will be available for use not only to the defendants-appellants above named, but also to the respondents.

3. The un-disbursed amount of compensation awarded on account of acquisition of land bearing Khasra No.134/18, 146/30/2 and 150/31 situate in Moza Joharon and any further increase in the amount of compensation by this Court in the appeal filed in this Court for enhancement of such compensation, shall be shared by the parties in the following manner:-

(a) Appellants-defendants shall get 50% of the amount now lying in deposit as also the amount by which the compensation may be enhanced by this Court.

(b) The remaining 50% of the amount referred to in clause (a) above shall be shared equally by respondent No.1 Rajeev Bansal, respondent No.2 Surinder Nath and the legal heirs of late Sh. Mohinder Kumar Bansal, who are respondents No.3 to 7 in the appeal.

The amount of compensation already withdrawn/dispursed to the appellants shall remain with them and the respondents will not law any claim to the same.

4. The partition of Shamlat land, situate in Moza Joharon regarding which mutation No.293 has been sanctioned shall remain intact and binding up on the parties.

5. The parties are declared to be exclusive owners in possession of the following properties in terms of the compromise:-

Sr. No.	Name of owners	Khasra Nos.	Area in bighas
1.	Sh. Parkash Chand, Sh. Brij Bhushan and Smt. Pushpa Devi (appellants-defendants No.1 to 3)	17/1	6-0
2.	Sh. Rajiv Bansal respondent/plaintiff No.1	205/135/2/4 to 7 205/135/1/2 17/2 204/135/2/1 204/135/2/3	19-8 1-18 6-18 0-04 2-02 ----- 30-10
3.	Santosh Bansal, Dharminder Bansal, Monika Bansal, Sanjay Bansal, respondent No.3 to 6 Smt. Savitri Devi respondent No.7	204/135/1 204/135/1,2 & 3	1-0 5-11 ----- 6-11
4.	Area shall remain in the name of defendants No.3 to 7.	205/135/1/1	1-0 5-11 ----- 6-11
5.	Rajeev Bansal	204/135/2/2 205/135/2/1 205/135/2/2 205/135/2/3	0-4 0-5 1-4 0-1 ----- 1-14

Note:- The aforesaid min Khasra numbers are depicted in Annexure A-1

6. Compromise decree passed in RSA No.40 of 1991, decided on 03.07.1991 inter-se respondents No.1 to 8 shall be binding on all of them including respondent No.8.

7. The parties shall now withdraw all the pending matter, if any, in different courts, with respect to the

property of Smt. Indirawati widow of Sh. Ram Sawroop.

8. The compromise deed aforesaid Ex. CA and Annexure A-1 thereto shall form part of this decree (photo copy of Ex. CA and Annexure A-1 are enclosed herewith). This appeal stands disposed of accordingly. Given under my hand and the seal of the Court, this 26th day of November, 2006.

Superintendent (Judicial) Deputy Registrar (Judicial).”

6. Pursuant to the determination of the rights by this Court, especially with respect to un-disbursed amount of compensation which was to be disbursed amongst the parties, it was specifically held that in view of the compromise entered into between the parties on the basis of their statements that the present respondent/defendant shall get 50% of the amount now lying in deposit as also the amount by which the compensation may be enhanced by this Court. It was further ordered in para-3 that remaining 50% of the amount shall be shared equally by present petitioner Rajeev Bansal, Surinder Nath and the legal heirs of late Sh. Mohinder Kumar Bansal, who were respondents No.3 to 7 in the appeal. After the passing of compromise decree, this Court enhanced amount of compensation of present respondent to Rs.54,06,894/- in RFA No.15 of 1995 and Rs.36,04,597 to Rajeev Bansal in RFA No.15 of 1995 and

compensation amount of Santosh Bansal wife of late Mohinder Kumar Bansal was decided in RFA No.24 of 1995 amounting to Rs.18,02,298/- vide its order dated 25.04.2007. After the payment of compensation amount, the present respondents/deGREE holder preferred SLP(C) bearing No.24767/2009 before the Hon'ble Apex Court. The Hon'ble Apex Court ordered to reduce the developmental changes from 40% to 30% which ultimately led to enhancement of compensation amount. After the passing of the judgment by the Hon'ble Supreme Court, the payment of Rs.16,00,999.75 to the present respondent and Rs.10,67,330/- to Rajeev Bansal was paid. As a matter of fact, the petitioner did not approach the Hon'ble Supreme Court against the order dated 25.04.2007 passed in RFA No.24 of 1995.

7. Three separate execution petitions were filed by the respective parties, including the present respondent, for payment of amount of compensation. All the execution petitions were allowed by passing separate orders vide order dated 26.07.2022. It is admitted by the respective parties that no objection of any kind was filed by any of the parties during the pendency of the execution petition filed by present petitioner. Learned executing Court vide its order dated 26.07.2022, passed the order whereby the petition as filed by the present respondent was allowed and the respondents/judgment debtors i.e. Land Acquisition Collector

and State of Himachal Pradesh were directed to pay the remaining amount of compensation to the decree holder in terms of the calculations. The said order has been placed on record as Annexure P-4. Further, the said order has been modified vide order dated 30.11.2022. Against the order as passed by the learned Execution Court dated 26.07.2022, the present petitioner preferred CMPMO No.212 of 2023 before this Court. This Court vide its order dated 14.05.2024 dismissed the said petition by passing the following order:-

“12. As I have already mentioned hereinabove in civil litigation between the parties ended in a compromise decree before this Court in RSA No.35 of 2001. The contents of this compromise decree have already been quoted by me in extensio hereinabove. Para-3 of the compromise decree mentioned that the undisbursed amount of compensation awarded on account of acquisition of land bearing Khasra Nos. 134/18, 146/30/2 and 150/31, measuring 70-01 bighas, situated at Mouza Johoran, Tehsil Nahan, District Sirmaur, H.P., and any further increase in the amount of compensation by the High Court shall be shared by the parties in following terms:-

“Appellant/defendant shall get 50% of the amount lying in by which the compensation may be enhanced and remaining 50% of the amount shall be shared equally by respondent No.1 Rajeev Bansal, respondent No.2 Surinder Nath and legal heirs of Mohinder Kumar Bansal.”

13. Now, the appellants before this Court were Prakash Chand, Brij Bhushan and Pushpa Devi. Brij Bhushan and Pushpa Devi are not before this Court. The petitioners herein are Rajeev Bansal and Surinder Nath. In terms of the compromise decree, appellants were entitled to 50% of the amount and not 50% of the 50% as has been argued by the learned Senior Counsel for the petitioner.

14. In fact, the terms of the compromise are very clear that the appellants in the RSA were to get 50% of the compensation awarded on account of the acquisition of the said land and the remaining 50% was to go to the present petitioners etc.

15. It is not the case of the petitioners that Prakash Chand has got in excess of 50% of the amount of compensation on account of the acquisition of the said land. That being the case, this Court concurs with the submissions made by learned counsel for the respondent that this petition is without any merit. The compromise decree has to be read as it is and the parties cannot be permitted to agitate the order passed by the learned Executing Court on the basis of material, which is contrary to the final compromise entered into between the parties and that too before the High Court. Therefore, as the orders passed by the Executing Court could not be proved to be contrary to the compromise decree passed by the Court on the basis of compromise, the petitioners are not entitled for any relief and the petition is dismissed.”

8. Still feeling aggrieved, the present petitioner preferred Special Leave Petition (Civil) bearing No.13255 of 2024

and the Hon'ble Apex Court vide its order dated 28.06.2024 disposed of the said appeal in the following manner:

"We have heard learned counsel for the petitioners at length.

We dispose of this special leave petition by observing that the share of the parties herein vis-a-vis the land acquisition compensation ought to be apportioned in terms of the compromise decree arrived at between the parties dated 26.10.2006, which was with regard to the division of the property vis-a-vis the share of Indrawati arrived at between the parties.

Pending application(s), if any, shall stand disposed of."

9. Thereafter, the present petitioner filed an application before the learned trial Court under the provisions of Section 47 of CPC, when the respondent sought release of compensation amount with a prayer that order dated 26.07.2022 and subsequent calculation sheet dated 30.11.2022 be stayed. The petitioner further prayed that a direction be issued to the judgment debtor to provide 50% of compensation amount to the decree holder, Parkash Chand, out of the amount of compensation for 35.01 bighas of land belonging to Smt.Indrawati, and 2/3rd of the remaining 50% of compensation to the objector in equal share, as per compromise deed dated 26.10.2006 after rectifying the error in calculation of the amount of compensation due to the decree holder and the objector

individually. The said application was duly replied by the judgment debtor. Learned Additional Judge, Nahan vide its order dated 07.07.2025 dismissed the application filed under Section 47 of CPC as being not maintainable.

10. Feeling dissatisfied against the impugned order dated 07.07.2025, the objector/petitioner has approached this Court.

11. It is contended by Mr. Anand Sharma, learned Senior Counsel, duly assisted by Mr. Karan Sharma, Advocate, that the present respondent/deGREE holder is entitled to 50% of compensation amount out of amount of compensation for 35.01 bighas i.e 17.5 bighas of the land and that 2/3rd of the remaining 50% of the compensation shall be paid to the objector in equal share as per compromise dated 26.10.2006.

12. Before delving into merits of the case, it is apposite to explain the nature and scope conferred to this Court under [Section 115](#) of the CPC and analyze whether this Court is empowered to deal with the issues raised by the petitioner in the instant case. The said provision reads as under:

“Section 115. Revision-

[(1)] The High Court may call for the record of any case which has been decided by any Court subordinate to such High Court and in which no appeal lies thereto, and if such subordinate court appears--

(a) to have exercised a jurisdiction not vested in it by law, or

(b) to have failed to exercise a jurisdiction so vested, or

(c) to have acted in the exercise of its jurisdiction illegally or with material irregularity, the High Court may make such order in the case as it thinks fit:

[Provided that the High Court shall not, under this section, vary or reverse any order made, or any order deciding an issue, in the course of a suit or other proceeding, except where the order, if it had been made in favour of the party applying for revision, would have finally disposed of the suit or other proceedings.]

[(2) The High Court shall not, under this section, vary or reverse any decree or order against which an appeal lies either to the High Court or to any Court subordinate thereto.] [(3) A revision shall not operate as a stay of suit or other proceeding before the Court except where such suit or other proceeding is stayed by the High Court.] [Explanation.--In this section, the expression "any case which has been decided" includes any order made, or any order deciding an issue, in the course of a suit or other proceeding.]"

13. On bare perusal of the above provision, it is clear that the High Court can only interfere with the orders of the Subordinate Court if the court has committed illegality or material irregularity in exercise of its jurisdiction. It is imperative to note that under the revisional powers, this Court cannot attack the findings on the facts by the Subordinate Court and can only interfere if any infirmities are found with the exercise of jurisdiction

of the Court and not when the courts erroneously decide the cases.

14. The primary object of the revision powers conferred to the High Courts is to prevent subordinate courts from acting arbitrarily, capriciously and illegally while they exercise their jurisdiction. The aspect related to the revision powers given to the High Court has been extensively dealt with by the Hon'ble Supreme Court in a catena of judgments, whereby the Hon'ble Court discussed the meaning and scope of the said provision.

15. The Hon'ble Supreme Court in ***M/s D.L.F. Housing and Construction Company (P) Ltd., New Delhi vs. Sarup Singh and others, 1969(3) SCC 807***, has considered the provisions of Section 115 of CPC as follows:

"5. The position thus seems to be firmly established that while exercising the jurisdiction u/s 115, it is not competent to the High Court to correct errors of fact however gross or even errors of law unless the said errors have relation to the jurisdiction of the Court to try the dispute itself. Clauses (a) and (b) of this section on their plain reading quite clearly do not cover the present case. It was not contended, as indeed it was not possible to contend, that the learned Additional District Judge had either exercised a jurisdiction not vested in him by law or had failed to exercise a jurisdiction so vested in him, in recording the order that the proceedings under reference be stayed till the decision of the appeal by the High Court in the

proceedings for specific performance of the agreement in question. Clause (c) also does not seem to apply to the case in hand. The words "illegally" and "with material irregularity" as used in this Clause do not cover either errors of fact or of law; they do not refer to the decision arrived at but merely to the manner in which it is reached. The errors contemplated by this Clause may, in our view, relate either to breach of some provision of law or to material defects of procedure affecting the ultimate decision, and not to errors either of fact or of law, after the prescribed formalities have been complied with. The High Court does not seem to have adverted to the limitation imposed on its power u/s 115 of the Code. Merely because the High Court would have felt inclined, had it dealt with the matter initially, to come to a different conclusion on the question of continuing stay of the reference proceedings pending decision of the appeal, could hardly justify interference on revision u/s 115 of the Code when there was no illegality or material irregularity committed by the learned Additional District Judge in his manner of dealing with this question. It seems to us that in this matter the High Court treated the revision virtually as if it was an appeal.

16. The Hon'ble Supreme Court in **Civil Appeal No.5622 of 2025, titled as P. Kumarakurubaran vs, P. Narayanan & others**, held as under:-

14. It is also to be noted that the appellant has categorically averred in the plaint that he executed the registered power of attorney in favour of his father solely for the limited purpose of constructing a house

and carrying out related activities. There is no express clause authorizing his father to sell the suit property to any person without the appellant's consent and knowledge. Yet, the appellant's father executed a sale deed in favour of his granddaughter, going beyond the scope of the power of attorney, which raises serious doubt about misuse of authority and potential fraud. Such assertions cannot be rejected in the application under Order VII Rule 11 CPC. Accordingly, we are of the view that the plaint discloses a cause of action which cannot be shut out at the threshold. Thus, the trial Court acted within its jurisdiction in refusing to reject the plaint and in holding that the matter ought to proceed to trial. The High Court, while exercising its revisional jurisdiction under Section 115 CPC, ought not to have interfered in the absence of any jurisdictional error or perversity in the trial court's order. Rejecting the plaint where substantial factual disputes exist concerning limitation and the scope of authority under the Power of Attorney, is legally unsustainable."

17. In ***Ajit Singh & others vs. Krishan Kumar***, decided on 18th October, 2023, the Hon'ble Delhi High Court, held as under:

"11. The same view is reiterated in a later decision of this Court in the case of [Managing Director \(Mig\) Hindustan Aeronautics Ltd. v. Ajit Prasad Tarway \[\(1972\) 3 SCC 195\]](#) wherein a three-Judge Bench of this Court speaking through Hegde, J. clearly stated that the High Court under [Section 115](#) CPC had no jurisdiction to interfere with the order of the first appellate court based on facts or even involving any

error of law. It was next observed that it was not the conclusion of the High Court that the first appellate court had no jurisdiction to make the order that it made. The order of the first appellate court may be right or wrong; may be in accordance with law or may not be in accordance with law; but one thing is clear, that it had jurisdiction to make that order. It was not the case that the first appellate court exercised its jurisdiction either illegally or with material irregularity. That being so, the High Court could not have invoked its jurisdiction under [Section 115](#) of the Civil Procedure Code."

18. The precise case of the objector is that the present respondent is entitled to 50% of 50% of the total land comprised in Khasra No.134/18, 146/30/2 and 150/31, measuring 70.1 bighas situated at mauza Joharon, Tehsil Nahan, District Sirmaur, H.P.

19. Now coming to the factual matrix of the case. It is the case of the objector/petitioner that the total land acquired was about 70 bighas. Therefore, the present respondent was not entitled to compensation for 35 bighas of land, but is entitled for compensation of 50% of 50% of the land which is 17.5 bighas of the land. The contentions and submissions as being raised by the objector/petitioner, in the humble view of this Court are contrary to the mandate passed by this Court on 26.10.2006. The admitted fact is that the un-disbursed amount of compensation awarded on

account of acquisition of land bearing Khasra Nos.134/18, 146/30/2 and 150/31, situated at mauza Joharon, Tehsil Nahan, District Sirmaur, H.P. and any further increase in amount of compensation was to be shared by the parties. It was agreed upon in the compromise that Parkash Chand, Brij Bhushan and Pushpa Devi shall be entitled to get 50% of the amount lying deposited in the Court as well as any amount which may be enhanced by the Court. To the similar extent, remaining 50% of the amount was to be shared equally by the petitioner Rajeev Bansal, respondent No.2 Surinder Nath and the legal heirs of late Mohinder Kumar Bansal, who were respondents No.3 to 7 in the RSA.

20. The compromise decree is very clear, specific and unambiguous and there is no confusion of any kind regarding the same. By means of objections, which the present petitioner has raised, it will virtually amount to rewriting of the compromise decree, which has been passed by this Court. Admittedly, the compromise decree has not been challenged by either of the parties in any manner. Therefore, the order as passed by this Court on 26.10.2006 is final and binding on all. The present petitioner was a signatory to the said compromise and the same was executed in his presence. Now, by raising the plea that Parkash Chand, the present respondent, is entitled to get only

50% of 50% of the total land measuring 70.01 bighas, which comes to approximately to 17.5 bighas, is erroneous and unsustainable.

21. The record reveals that earlier also similar objections had been raised by the present petitioner and those objections were rejected by this Court while deciding CMPMO No.212 of 2023 dated 14.05.2024. Similarly, the Hon'ble Apex Court vide its order dated 28.06.2024, has ordered that the apportionment has to be made in terms of the compromise decree as arrived at between the parties on 26.10.2006. Therefore, the contentions being raised by the present petitioner appears to prolong the matter so that the decree holder may not receive the share, which he is entitled to from the total amount of compensation. The petitioner is trying to rewrite the compromise decree, which was entered into between the parties in their presence and was duly signed by them. The interpretation which is tried to be given by the petitioner that the present respondent is only entitled for 50% of the 50% of the total land, which comes to approximately 17.5 bighas and not 35 bighas is unsustainable and beyond the record, as well as the compromise decree passed by this Court.

22. The petitioner could not point out any error in the impugned order as passed by the learned Additional District Judge dated 07.07.2025, whereby the application filed under

Section 47 of CPC was ordered to be dismissed as not maintainable. Learned Additional District Judge, after examining each and every aspect of the matter, has rightly dealt with the controversy and rejected the application. The objections which have been filed/preferred by the present petitioner are neither sustainable nor legally valid. Therefore, the same have rightly been rejected by the learned Additional District Judge, Nahan. The petitioner is trying to take advantage of the judgment and decree as passed by the learned District Judge, Nahan dated 05.09.2000, which stands superseded by the compromise decree as passed by this Court on 26.10.2006. The compromise decree has crystallized the rights of the parties. Therefore, the objections, which are contrary to the record, cannot be allowed to be sustained and the learned Court below has rightly rejected the same. There is no illegality or material irregularity committed by the learned Court below

23. Consequently, the present petition being devoid of any merit deserves to be dismissed and the same is accordingly dismissed along with pending application(s), if any.

**(Romesh Verma)
Judge**

April, 2026

(vt)