



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P. (C) No.5682 of 2026

Balay Soren ***Petitioner***

Mr. Maheswar Mohanty, Advocate
-versus-

Mangulu Majhi and others ***Opp. Parties***

**CORAM:
JUSTICE MRUGANKA SEKHAR SAHOO**

**ORDER
15.07.2026
(Hybrid Mode)**

**Order No.
03.**

1. The matter was passed over when it reached and thereafter upon being called again, the learned counsel for the petitioner being present is heard at some length.

2. The petitioner is before this Court challenging the award and final decree dated 09.12.2023 in C.S. No.657 of 2023 in the National Lok Adalat by the learned Senior Civil Judge, Baripada.

The said final decree was made pursuant to the compromise petition filed by the parties and the matter being referred to the National Lok Adalat.



3. This Court after hearing the learned counsel for the petitioner elaborately on 30.06.2026 had made the following order:

“2. The learned counsel for the petitioner made elaborate submissions and was heard extensively.

It is submitted by the learned counsel for the petitioner that the award of the Lok Adalat the consequential decree and the disposal of the Civil Suit is challenged on the grounds that the LTI of the present petitioner who was the defendant no.3 before the learned Court has not been attested. The present petitioner-defendant was not aware of the compromise petition, the petition being in English. The further argument of the learned counsel for the petitioner is that the ‘Amin Badar Forms’ for the share of the defendant no.3 was not presented before the Lok Adalat.

3. In order to consider the contentions raised and the submissions of the learned counsel for the petitioner, this Court has gone through the judgment passed in the National Lok Adalat by the learned Sr. Civil Judge, Baripada which records thus:

“This case record is put up before National Lok Adalat for passing of order on a joint compromise petition filed by the plaintiff and the defendants. They were all present on 24-11-2023 being identified by their respective counsels. They have filed their identity cards and passport size photographs in support of their identity and filed a joint compromise petition supported by affidavits. They also filed amin bodar forms and trace map showing allotment of shares among the parties having duly signed by the parties thereon. The contents



of the compromise petition has been read over and explained to both the parties to which they admitted. The parties put their LTIs on the compromise petition. They submitted that it has been drafted as per their instruction. Perused the case record along with the contents of the compromise petition and the terms and conditions incorporated therein, it is found that this is a suit for partition filed by the plaintiff against the defendants. However, the suit is amicably settled between both the parties. After considering the facts and circumstances of the compromise petition, its related documents along with the case record this Court finds that the Schedule-B land of the plaint is the joint ancestral property of both the parties. They entered with the compromise petition for partitioning the suit land in favour of plaintiff and the defendants. Hence, the compromise petition is allowed as per the terms and conditions mentioned by both the parties in their joint compromise petition. The suit of the plaintiff is decreed finally in terms of compromise so far it relates to the parties to the suit and subject matter of this suit. The compromise petition, trace map and Amin Badar Forms do form part of the decree. Office to draw the final decree accordingly on filing of stamp papers.”

4. Regarding the LTI, it is evident that all the four LTIs are mentioned/marked in the right hand margin of the order dated 09.12.2023 name of the person putting the LTI has been mentioned in the signature of the attesting Advocate or may be any other person who has mentioned their name in English. Apparently, the advocates who have represented the defendants have signed by



attesting their LTI. 5. Order XXIII Rule 3 of Code of Civil Procedure, 1908 provides thus:

“ORDER XXIII

WITHDRAWAL AND ADJUSTMENT OF SUITS

3. Compromise of suit.- Where it is proved to the satisfaction of the Court that suit has been adjusted wholly or in part by any lawful agreement or compromise [in writing and signed by the parties], or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith [so far as it relates to the parties to the suit, whether or not the subject matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit]: [Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question, but no adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournments.] [Explanation.- An agreement or compromise which is void or voidable under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful within the meaning of this rule.]”

To ensure compliance of parameters prescribed in Order XXIII Rule 3 of CPC, the learned Sr. Civil Judge, Baripada has observed thus:-

(i) a joint compromise petition was filed by the plaintiff and the defendants. The plaintiffs and defendants were all present on 24.11.2023 being identified by their respective counsels. The



plaintiffs and defendants have filed their identity cards and passport size photographs in support of their identity and filed the joint compromise petition supported by affidavits.

(ii) The plaintiffs and defendants filed Amin Badar Form and trace map showing allotment of share amongst the parties and is duly signed by the parties thereon.

(iii) The contents of the compromise petition was read over and explained to both the plaintiffs and defendants to which they admitted before the Court. The parties (plaintiffs and defendants) put their LTI on the compromise petition.

(iv) The plaintiffs and defendants submitted that the compromise petition has been drafted as per their instruction.

6. The learned counsel for the petitioner was specifically asked what grounds the petitioner has taken with regard to the above observations/recordings of facts made by the learned Sr. Civil Judge.

It is fairly submitted by the learned counsel that the petitioner herein does not dispute the recordings by the learned Sr. Civil Judge, however he raises the points as has been noted above regarding attestation of LTI. The contents of the joint compromise petition being in English and the Amin Badar Forms with respect to defendant no.3 having not been submitted.

7. In *State of Punjab vs. Jalour Singh*: (2008) 2 SCC 660 reiterated in *Bhargavi Constructions and another vs. Kothakapu Muthyam Reddy and others*: (2018) 13 SCC 480 and *Madhuchanda Sahani @ Mohanty and others vs. Saroj Kumar Dani and others* [W.P.(C) No.31132 of 2025 disposed of on 06.04.2026], exercising the scope of interference by higher court in writ jurisdiction in award made by the Lok Adalat has been authoritatively and elaborately dealt with.



8. In view of the analysis made above, regarding the satisfaction recorded by the learned Lok Adalat (Sr. Civil Judge, Baripada), no case is made out for interference by applying the principles laid down in Jalour Singh (supra) subsequently reiterated in Bhargavi Constructions (supra).”

4. After hearing of the matter on 30.06.2026 the learned counsel for the petitioner had adjournment to make further submissions.

5. Today, memo of date is filed by the learned counsel for the petitioner, which states thus:

“The petitioner files this memo to withdraw W.P.(C)N.5682/2026 to avail other remedy in appropriate court.”

The memo shall be taken on record. Scanned copy be updated.

6. The petition is accordingly disposed of.

The petitioner shall have liberty to pursue any remedy available under law, if so advised.

This court expresses no opinion regarding the said aspect.

(Mruganka Sekhar Sahoo)
Judge

jjyotsna

Signature Not Verified

Digitally Signed
Signed by: JYOSTNARANI MAJHEE
Reason: Authentication
Location: OHC
Date: 22-Jul-2026 14:08:58

