



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

902 WRIT PETITION NO. 1220 OF 2018

Gangaram Rajba Kamble }
 Died through his L.R.S }

1. Parlhada s/o Gangaram Kamble }
 Age: 65yrs. occu. Agri. }
 R/o. Mankhed, Tq. Ahmedpur }
 Dist. Latur. }

2. Ramesh s/o Gangaram Kamble }
 Age: 45yrs. occu. Agri. }
 R/o. Mankhed, Tq. Ahmedpur }
 Dist. Latur. }

3. Ranjana Balaji Ingale }
 Age: 50 yrs. occu. Agri. }
 R/o. Mankhed, tq. Ahmedpur Dist. Latur. }

4. Vachala Dilip Mahalinge }
 Age: 40yrs. occu. Agri. }
 R/o. Mankhed, Tq. Ahmedpur }
 Dist. Latur. }

..Petitioners

Versus

1. Vasant S/o Mariba Kamble, }
 Age: 58 Years, Occu. : Agril., }
 R/o Mankhed, Tq. Ahmedpur, }
 Dist. Latur. }

2. Sheshrao S/o Mariba Kamble, }
 Age: 66 Years, Occu. : Agril., }
 R/o Mankhed, Tq. Ahmedpur, }
 Dist. Latur. }

3. Rangnath S/o Mariba Kamble, }
 Age: 64 Years, Occu. : Agril., }
 R/o Mankhed, Tq. Ahmedpur, }
 Dist. Latur. }

4. Dadarao S/o Mariba Kamble }
Age: 61 Years, Occu. : Agril., }
R/ o Mankhed, Tq. Ahmedpur, }
Dist. Latur. }
... Respondents

...
Advocate for the Petitioner : Mr. Patil Hanmant V.
Advocate for Respondents : Mr. Gangakhedkar Shailendra S
...

CORAM : SIDDHESHWAR S. THOMBRE, J.
DATE : 18.03.2026

JUDGMENT :

1. **Rule.** Rule made returnable forthwith. With the consent of the learned counsel for the parties, the petition is taken up for final hearing at the stage of admission.
2. The petitioner is aggrieved by the compromise decree passed in Lok Adalat in R.C.S. No.47 of 2016 dated 13.02.2016.
3. Learned counsel for the petitioner, Mr. H. V. Patil, submits that the petition was filed by the original petitioner, who was an aged person. During the pendency of the proceedings, the original petitioner expired and present petitioner Nos.1(1) to 1(4) have been brought on record as his legal heirs.
4. Learned counsel further submits that the compromise decree dated 13.02.2016 has been obtained by fraud and is liable to be set aside. He invited my attention to the Rojnama in R.C.S. No.47 of 2016 (page 34), to submit that respondent No.1 herein, namely Vasant Kamble, had filed

a suit for declaration and perpetual injunction. In the said suit, Gangaram, Sheshrao, Ranganath and Dadarao were arrayed as defendant Nos.1 to 4.

5. He submits that as per the Rojnama, on 25th January 2016, the learned Trial Court directed issuance of summons to the defendants and adjourned the matter to 29th January 2016. However, no summons were in fact issued. On 29th January 2016, though only the advocate for the plaintiff was present, the matter was referred to Lok Adalat. It is thus submitted that without service of summons upon the defendants, the matter was taken before Lok Adalat and a compromise came to be recorded by misrepresentation.

6. Learned counsel for petitioners submits that the original petitioner is the exclusive owner of the suit property. However, by way of the alleged compromise, it was recorded that the land bearing Gat No.23/4/3 admeasuring 64R is ancestral property of the plaintiff and defendants, and that an oral partition had taken place on Gudipadwa 2015, whereby a portion admeasuring 11½ R was allotted to the plaintiff-Vasant Kamble.

7. Learned counsel further submits that the plaintiff and respondent Nos.2 to 4 (original defendants) are real brothers. The original petitioner/defendant no.1 was 82% disabled, illiterate person and was not in a position to understand the proceedings. It is submitted that the petitioner was the exclusive owner and possessor of land bearing Gat

No.23/4/3 admeasuring 64 R situated at Village Mankhed, Tal. Ahmedpur, District Latur, which was granted to him under the Government scheme known as “Hadola Inam”. His name has been recorded since 1950 in the revenue record, including 7/12 extracts, reflecting him as the sole owner.

8. It is contended that the plaintiff and respondent Nos.2 to 4 have no concern with the said land. However, respondent No.1 instituted R.C.S. No.47 of 2016 seeking declaration and perpetual injunction. Though the present legal heirs are sons and daughters of the original petitioner, they were not impleaded as parties. The suit was filed with an intention to grab the property.

9. It is further submitted that though the Trial Court had directed issuance of summons, before such summons could be served, the matter was moved on 29.01.2016 and at the request of the respondent no.1/plaintiff, it was referred to Lok Adalat scheduled on 13.02.2016. The petitioner was taken before the Lok Adalat and his thumb impression was obtained on pre-prepared compromise terms by misrepresentation. Thus, the compromise decree is vitiated by fraud and deserves to be set aside and the suit be restored.

10. Per contra, learned counsel for the respondents, Mr. Shailendra S. Gangakhedkar, supported the impugned order passed by the Lok Adalat. He invited my attention to paragraph Nos.5 and 6 of the petition to

submit that the petitioner himself has admitted that he was present before the Lok Adalat through an advocate and had affixed his thumb impression, pursuant to which the compromise was arrived at.

11. He further submits that the present writ petition is not maintainable. According to him, if the petitioner is aggrieved, the appropriate remedy is to file an application before the competent Court for recall of the order on the ground of fraud. In support of his submissions, he has relied upon the decision of this Court in ***Ankush Tukaram Pol vs. Shivaji Tukaram Pol & Anr.***, (2025 SCC OnLine Bom 2013), and has invited my attention to paragraph Nos.4, 6 and 9 to 15 thereof :-

“4.In the petition, the petitioner has, inter alia, averred that the suit properties are, in fact, self-acquired properties of the petitioner. The land bearing Gat No. 318/2/C was purchased by the petitioner In his name and Sukhdeo Pol, respondent No. 2, and the land bearing Gat No. 1573 was purchased by the petitioner in his name and Shivaji Pol, respondent No. 1, only to facilitate the cultivation and management of the lands as the petitioner was residing in Mumbai, and abroad. The respondents had made the petitioner to sign the documents by misrepresenting that the suit lands were to be divided in equal portion. The petitioner had executed documents without reading the contents thereof. Neither all the joint family properties were brought in the common hotchpot nor all the sharers were impleaded in the suit. Thus, the compromise decree which was obtained by practicing fraud on the Court deserves to be set aside.

6. Mr. Deshmukh, the learned counsel for the petitioner, would urge that the compromise decree is ex facie fraudulent. Had the compromise pursis been filed before the regular Court, there would have been proper scrutiny of the legality of the compromise. It was further submitted that as the suit lands stood in the name of the petitioner, he would not have agreed to such an inequitable distribution of the suit lands when it is the claim of the petitioner that he had acquired the suit lands. It was also urged that there was also suppression of facts in as much as a prior suit bearing RCS No. 300 of 2017 filed before the Court of Civil Judge, Dahiwadi was suppressed. In these circumstances, for the mere reason that the compromise pursis was filed before the Lok Adalat, the

substantive rights of the petitioner cannot be impaired.

9. *At this juncture, it is necessary to note the position in law as regards the sanctity of settlement arrived at before the Lok Adalat. Under section 21(1) of the Legal Services Authorities Act, 1987, every award of the Lok Adalat shall be deemed to be a decree of a civil Court or, as the case may be, an order of any other Court. Under sub section (2) thereof, every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award. The award passed by Lok Adalat is thus final and binding on the parties thereto.*

10. *In the case of State of Punjab and Anr. vs. Jalour Singh and Ors. a three Judge Bench of the Supreme Court considered the question as to finality of the award passed by the Lok Adalat. It was enunciated that, an award passed by the Lok Adalat becomes final and binding on the parties to the settlement and becomes executable as if decree of a civil Court and if any party wants to challenge such an award based on the settlement, it could be done only by filing petition under Article 226 and/or 227 of the Constitution of India and that too on very limited grounds.*

11. *The observations of the Supreme Court in paragraph 12 are instructive and hence extracted below:-*

12] It is true that where an award is made by Lok Adalat in terms of a settlement arrived at between the parties, (which is duly signed by parties and annexed to the award of the Lok Adalat), it becomes final and binding on the parties to the settlement and becomes executable as if it is a decree of a civil court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be done only by filing a petition under Article 226 and/or Article 227 of the Constitution, that too on very limited grounds. But where no compromise or settlement is signed by the parties and the order of the Lok Adalat does not refer to any settlement, but directs the respondent to either make payment if it agrees to the order, or approach the High Court for disposal of appeal on merits, if it does not agree, is not an award of the Lok Adalat. The question of challenging such an order in a petition under Article 227 does not arise. As already noticed, in such a situation, the High Court ought to have heard and disposed of the appeal on merits.

(emphasis supplied)

12. *The aforesaid judgment was followed by the Supreme Court in the case of Bhargavi Construction and Another vs. Kothakapu Muthyam Reddy and Others². The Supreme Court ruled that the aforesaid law laid down by the Supreme Court is binding on all the Courts in the country by virtue of the mandate of Article 141 of the Constitution of India.*

13. *The Supreme Court has in no uncertain terms held that an award passed by the Lok Adalat can be challenged only by filing a petition under Article 226 and/or Article 227 of the Constitution, and that too on*

very limited grounds.

14. In the light of the aforesaid exposition of law, reverting to the facts of the case, it has to be seen whether a case for setting aside the decree passed by the Lok Adalat pursuant to the compromise pursis (Exh. 12) is made out. It must be noted that the scope of interference with an award passed by the Lok Adalat, even in exercise of extra ordinary writ jurisdiction, is of restricted nature. Evidently, the Court cannot examine the matter like an appellate court as if the entire issue is open before the Court. It is only in the cases like apparent and egregious fraud, irretrievable injustice to a party, the award is exfacie unlawful, the award has been passed in flagrant violation of the fundamental principles of the judicial process or it is in clear breach of the provisions of the Legal Services Authorities Act, 1987 and the rules framed thereunder, the High Court may, in exercise of the limited jurisdiction, interfere with the award of the Lok Adalat.

15. I have carefully perused the grounds in the petition. Evidently, the execution of the compromise pursis (Exh.12) has not been seriously contested. A ground that either the petitioner was not present before the Lok Adalat or the petitioner had not executed the compromise pursis (Exhibit "12") has not been taken in the petition. In this view of the matter, the Court has to lean in favour of the correctness of the facts recorded in the order of the Lok Adalat."

12. Having heard the learned counsel for the parties and upon perusal of the record, including the impugned order, Rojnama, revenue record and disability certificate, the following aspects emerge for my consideration:-

13. The Rojnama (page 34) indicates that on 25th January 2016, an order was passed below Exhibit-1 in R.C.S. No.47 of 2016 directing issuance of summons to the defendants and the matter was adjourned to 29th January 2016. However, the record reveals that no summons were in fact issued or served upon the defendants. On 29.01.2016, it is recorded that the advocate for the plaintiff was present and the matter was referred to Lok Adalat. Thus, it is evident that without service of

summons upon defendant No.1 (original petitioner), the matter was taken before Lok Adalat and a compromise came to be recorded.

14. The material on record further shows that the petitioner was an illiterate person aged about 76 years and suffering from 82% permanent physical disability, as reflected from the disability certificate at page 17. Considering his age, illiteracy and physical condition, it is apparent that he was not in a position to understand the nature of proceedings or the contents of the compromise. The case of the petitioner that his thumb impression was obtained on the pretext that certain signatures were required for service-related purposes of his son, appears probable in the backdrop of the circumstances brought on record.

15. The revenue record, including 7/12 extracts, indicates that the land in question was an Inam land granted to the petitioner and that he was recorded as the owner, cultivator and possessor of the entire land admeasuring 64 R since long. On the contrary, the compromise terms record that the property was ancestral and that an oral partition had taken place in the year 2005, under which portions were allotted to the plaintiff and other defendants. This recital is prima facie inconsistent with the revenue record.

16. It is also material to note that though the present petitioner's legal heirs (sons and daughters) were necessary parties, they were not impleaded in the suit. The plaintiff and defendant Nos.2 to 4 are real

brothers and the circumstances indicate that the proceedings were initiated and concluded in haste without due compliance of procedural requirements.

17. The Hon'ble Apex Court in the matter of Bhaurao Dagdu Paralkar v. State of Maharashtra and ors. Reported in AIR 2005 SC 3330 has held that fraud vitiates all solemn acts. The paragraph no.16 of the said judgment reads as follows:-

"Suppression of a material document would also amount to a fraud on the court. (see Gowrishankar v. Joshi Amba Shankar Family Trust (1996 (3) SCC 310) and S.P. Chengalvaraya Naidu's case (supra).

"Fraud" is a conduct either by letter or words, which induces the other person or authority to take a definite determinative stand as a response to the conduct of the former either by words or letter. Although negligence is not fraud but it can be evidence on fraud; as observed in Ram Preeti Yadav's case (supra).

In Lazarus Estate Ltd. v. Beasley (1956) 1 QB 702, Lord Denning observed at pages 712 & 713, "No judgment of a Court, no order of a Minister can be allowed to stand if it has been obtained by fraud. Fraud unravels everything."

In the light of above judgment, I am satisfied that the compromise decree dated 13.02.2016 was obtained by playing fraud upon the petitioner.

17. The contention of the respondents regarding maintainability cannot be accepted in the peculiar facts of the present case. Once it is established that the order is vitiated by fraud, this Court, in exercise of writ jurisdiction, can certainly interfere.

18. The reliance placed by the learned counsel for the respondents on

the judgments of this Court, would not assist the respondents in the present case, as the foundation of the compromise itself is vitiated by fraud. In the circumstances, I am inclined to allow the writ petition. Hence, I proceed to pass following order:-

ORDER

- (i) The Writ Petition is allowed.
- (ii) The compromise decree dated 13.02.2016 passed in Lok Adalat in R.C.S. No.47 of 2016 is hereby quashed and set aside.
- (iii) R.C.S. No.47 of 2016 is restored to the file of the learned Trial Court.
- (iv) The learned Trial Court shall proceed with the suit in accordance with law, after giving opportunity to all concerned parties.
- (v) Rule is made absolute in the above terms. No order as to costs.

[SIDDHESHWAR S. THOMBRE]
JUDGE