

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15236 of 2015

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Umesh Prasad Singh

.... Petitioner/s

Versus

The State of Bihar & Ors

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rajeev Ranjan

For the Respondent/s : Mr. A.K. Choudhary- Aag13

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CORAM: HONOURABLE MR. JUSTICE MUNGESHWAR
SAHOO
ORAL ORDER

3 10-12-2015 Heard the learned senior counsel, Mr. Vishwanath Prasad for the petitioner and the learned A.C. to A.A.G. 13 for the State on I.A. No.8919 of 2015.

At the time of hearing of this I.A., the learned senior counsel submitted that the writ application itself may be heard on merit and accordingly I heard the parties in admission matter on merit.

By this writ application, the petitioner is challenging the Award of the Lok Adalat, Muzaffarpur dated 22.09.2008 passed in pre-litigative case No.356 of 2008.

According to the learned senior counsel for the petitioner, in that pre-litigative case, the petitioner is not made party but the land of the present petitioner has been included. The petitioner had purchased the property and, therefore, he is real owner of the same.

Perused the Award. It appears that compromise was arrived at between the parties before the Lok Adalat and, therefore, on the basis of compromise, the Award has been passed by the Lok Adalat.

So far the contention of the petitioner is concerned, in exercise of writ jurisdiction either under Article 226 or Article 227 of the Constitution of India, this Court cannot decide the title of the petitioner. It is settled principles of law that a person who is not a party to the compromise will not be bound by the compromise. In this matter, reference may be made to the decision of the Division Bench of this Court in CWJC No.14426 of 2009(Meena Choudhary v. Dr. Dilip Choudhary) disposed of on 06.11.2009 wherein it has been held that powers of Lok Adalat are not co-extensive with that of Civil Court who have full power to take evidences including oral evidences and also to exercise necessary powers under Section 151 C.P.C. It is also settled principles of law that a compromise between the parties is nothing but a contract and, therefore, the contract between two parties will never bind a person who is not party to the contract. In such circumstances, the validity or legality or otherwise of the Award passed by the Lok Adalat cannot be examined in this present case in exercise of writ jurisdiction by this Court. If at all the petitioner

thinks that he has got any title or possession over the suit property,
he may approach the Civil Court for the redressal of grievance.

With this observation, this writ application is dismissed.

(Mungeshwar Sahoo, J)

Saurabh/-

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