

HON'BLE SRI JUSTICE C. PRAVEEN KUMAR

CIVIL REVISION PETITION No. 30 of 2011

ORDER:

Assailing the order dated 30.12.2010 passed in E.A.No.98 of 2010 in E.P.No.59 of 2010 in O.S.No.239 of 2008 on the file of the Junior Civil Judge, Godavarikhani, the present Civil Revision Petition is filed under Section 115 of C.P.C.

The facts in issue are as under:

The plaintiffs, who are the petitioners herein filed O.S.No.239 of 2008 against the defendants therein seeking injunction in respect of dependent job of the deceased Ratnam Ramulu, who was son of plaintiff Nos.1 and 2. Pending the said suit there was a compromise, pursuant to which a decree came to be passed at the instance of Lok Adalath. The terms of decree are as under:

- “ 1. The plaintiffs have no objection in giving job to defendant No.5.
2. Defendant No.5 is agreed to pay Rs.1,00,000/- to plaintiff No.3 from death benefits which are pending with defendant Nos.1 to 4.
3. Defendant No.5 agreed to pay Rs.1.00 lakh to plaintiff Nos.1 and 2 for their maintenance from the death benefits, which are pending with defendant Nos.1 to 4.
4. Fixed deposit of Rs.2.00 lakhs each should be deposited in any nationalized bank on the minor children namely Harshitha and Priyanandana. For which plaintiff No.1 and defendant No.5 stood as nominees.”

As the J.Dr.No.5 failed to pay the death benefits of the deceased lying in the hands of J.Dr.Nos.1 to 4, the plaintiffs filed E.P. to issue garnishee orders against J.Dr.Nos.1, 2 and 4 to deposit an amount of Rs.2.00 lakhs lying with them out of the 1/4th share of total emoluments payable to J.Dr.No.5. E.A. came to be filed to attach an amount of Rs.2.00 lakhs by issuing garnishee orders against the amount belonging to J.Dr.No.5 lying in the hands of Bank Manager, State Bank of Hyderabad, Jallaram Branch.

A counter came to be filed by J.Dr.No.5 opposing the same. According to her, no notice has been served under Order 21, Rule 46(b) of C.P.C. and the suit number was also wrongly mentioned as O.S.No.48 of 2008. It is stated that without issuing proper notices to respondent No.5, the Court passed an *ex parte* order beyond its jurisdiction by attaching Rs.2.00 lakhs. She also relies upon a decree passed in O.S.No.82 of 2009, in which each of the party was allotted 1/4th share. In view of the above, it is stated that the plaintiffs are only entitled to the death benefits and not anything else. After considering the rival submissions made, the said E.A. was dismissed on the ground that the attachment of Rs.2.00 lakhs was beyond the jurisdiction of the Court. Challenging the same, the present revision is filed.

Learned counsel for the petitioners mainly submits that in view of the amendment brought to A.P.Court Fees and Suits Valuation Act, wherein the Junior Civil Judge is now conferred with jurisdiction to deal with the matters upto Rs.3.00 lakhs, the matter may be remanded for fresh consideration. Apart from that he submits that in order to avoid multiplicity of the cases, each of the petitioners who were entitled for one lakh each filed one suit

and as such the finding of the Court below that the said Court has no pecuniary jurisdiction cannot be correct.

On the other hand, learned counsel for respondent No.5 opposed the revision contending that the suit itself is opposed to public policy and any compromise decree obtained is un-executable in law. It is contended that the payment and realization of the allotted amounts to the in-laws of respondent No.5 is illegal. In view of the above, it is contended that there are no merits in the E.A. and the same is liable to be dismissed.

As seen from the record, a decree came to be obtained by consent at the instance of Lok Adalath, wherein respondent No.5 agreed to pay Rs.1.00 lakh each to plaintiff Nos.1 to 3 from the death benefits which are pending with respondent Nos.1 to 4 herein. The said decree remained un-challenged. Since respondent No.5 failed to comply with the terms of the compromise, E.P.No.59 of 2010 came to be filed to issue garnishee order against J.Dr.Nos.1,2 and 4 to deposit Rs.2.00 lakhs lying with them from out of 1/4th share of total emoluments payable to J.Dr.No.5 and E.A.No.98 of 2010 was filed for attachment of Rs.2.00 lakhs by issuing garnishee order against the amounts belongs to J.Dr.No.5 presently lying in the hands of Bank Manager, State Bank of Hyderabad, Jallaram Branch. In the E.A. itself a counter came to be filed stating that the Court has jurisdiction to execute an in-valid decree, but peculiarly respondent No.5 herein did not independently challenge the decree passed at the instance of Lok Adalat.

In **State of Punjab and another v. Jalour Singh and others**^[1] the Apex Court held as under:

“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.”

In ***K.N.Govindan Kutty Menon v. C.D.Shaji***^[2] the Apex Court by referring to the judgments and the provisions of the Act summarised the issue as under:

“1) In view of the unambiguous language of [Section 21](#) of the Act, every award of the Lok Adalat shall be deemed to be a decree of a civil court and as such it is executable by that Court.

2) [The Act](#) does not make out any such distinction between the reference made by a civil court and criminal court.

3) There is no restriction on the power of the Lok Adalat to pass an award based on the compromise arrived at between the parties in respect of cases referred to by various Courts (both civil and criminal), Tribunals, Family court, Rent Control Court, Consumer Redressal Forum, Motor Accidents Claims Tribunal and other Forums of similar nature.

4) Even if a matter is referred by a criminal court under [Section 138](#) of the Negotiable Instruments Act, 1881 and by virtue of the deeming provisions, the award passed by the Lok Adalat based on a compromise has to be treated as a decree capable of execution by a civil court.”

In view of the judgments of the Apex Court it is clear that any award passed by the Lok Adalath is a decree of Civil Court which is enforceable before the appropriate forum. Since

respondent No.5 herein has not questioned the decree passed at the instance of Lok Adalath either under Article 226 or 227 of the Constitution of India, she is debarred from raising the issue as to the maintainability of the suit itself on the ground that the same is against public policy. If she is aggrieved by the decree passed, she is always at liberty to challenge the same independently. In the E.P. filed by the petitioners herein, respondent No.5 cannot be permitted to raise the plea of maintainability of the suit itself.

Insofar as the issue as to whether the executing Court has jurisdiction to do the same, it has been represented by the learned counsel for the petitioners that in view of the recent amendment, the Junior Civil Judge's Court can now deal with the cases upto the pecuniary jurisdiction of Rs.3.00 lakhs. In view of the above, the order under challenge is set aside and the matter is remanded back to the trial Court to decide the same in accordance with law. It is always open to the petitioners and respondents to raise all available pleas before the said Court, in which event the same shall be dealt with in accordance with law, uninfluenced by any observations made in this order.

Accordingly, the Civil Revision Petition is allowed. There shall be no order as to costs. Miscellaneous Petition, if any, pending in this Civil Revision Petition, shall stand closed.

JUSTICE C. PRAVEEN KUMAR

22.04.2016

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[\[1\]](#) (2008) 2 SCC 660

[\[2\]](#) (2012) 2 SCC 51