IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 6617 OF 2016

New India Insurance Co. Ltd.
Through its Authrozed Signatory/Branch Manager
Mahesh Auto Compound, Adalat Road,
Aurangabad. ..PETITIONER

VERSUS

1. Anil Bhanudas Dhanwate
   Age: 29 years, Occu.: Agri.,
   R/o D-54/13, Uttam Mithayi Bhandar,
   HUDCO, T.V. Center, Aurangabad.

2. Ushabai Bhanudas Dhanwate
   Age: 46 years, Occu.: Household,
   R/o As above.

3. Bhanudas Ambadas Dhanwate
   Since Deceased
   Through L.Rs. i.e. Respondent Nos.1 and 2. ..RESPONDENTS

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Mr. S.G. Chapalgaonkar, Advocate for petitioner.
Mr. A.P. Khedkar, Advocate for Respondent Nos. 1 and 2.

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CORAM : S.B. SHUKRE, J.
DATED : 20th MARCH, 2017

ORAL JUDGMENT :

1. Rule. Rule made returnable forthwith. Heard finally by consent of both sides.

2. A joint pursis is filed by the petitioner as well as respondents – original claimants submitting that the award passed by the Lok Adalat was under misconception of facts, without looking into the contents of compromise and terms of settlement. Accordingly, a joint request has been made by the petitioner – insurance company and respondents – original claimants to recall the award dated 12th December, 2015.

3. This pursis was placed before the Lok Adalat as per the order passed by the Tribunal on 23rd December, 2015, but the Lok Adalat did not take cognisance of such joint request and did not pass any order.

4. Considering of the joint request so made in accordance with the law was absolutely essential for the Lok Adalat but it did not consider. I must state that the Lok Adalat would have certainly the power to consider such a request and found genuine, even to recall its award passed under Section 20 of the Local Services Authorities Act, 1987. In this regard, I would like to draw support from the view taken by the Division Bench of this Court in the case of Sachin Rukme Vs. United India Insurance Co. Ltd. (Appeal from Order No. 38/2000 with Writ Petition No.3706 of 2003) decided on 23rd July, 2004. It is thus a case of refusal to exercise the jurisdiction available under law by the Lok Adalat.

5. Now the question is, if the Lok Adalat has refused to exercise its jurisdiction in the matter, whether same could be exercised by this Court here or not. Answer to this question would depend upon the facts and

circumstances of each case. Upon considering the facts of this case, I am of the view that this would be a fit case to exercise this power by this Court by invoking its extra ordinary writ jurisdiction. The Lok Adalat has refused to exercise it's power and so any direction to do the same when given by this Court is not likely to bring in any useful result and may only led to delay and miscarriage of justice. In the instant case, the insurance company as well as the original claimants have jointly made a request for recalling of the award dated 12th December, 2015. They have admitted the point that there was actually no consent of the parties and whatever took place on 12th December, 2015 was result of misconception of facts by the Lok Adalat. Therefore, I am of the view that now necessary interference by this Court is required in the instance case.

6. Accordingly, the award dated 12th December, 2015 is hereby quashed and set aside and the matter is remanded back to the Tribunal for decision in accordance with law. Writ petition is allowed. Rule is made absolute in those terms. The Tribunal shall finally dispose of the case as expeditiously as possible and preferably within a period of six months from the date of the order.

(S.B. SHUKRE, J.)

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