

AFR**HIGH COURT OF CHHATTISGARH, BILASPUR****Order Reserved on : 30/10/2018****Order delivered on: 14/11/2018****WP227 No.509 of 2013**

1. United India Insurance Co. Ltd. Branch Office, Anupama Chowk, Jagdalpur (CG), Through Divisional Manager, Divisional Office, Guru Kripa Towers Vyapar Vihar Road, Bilaspur, Distt.-Bilaspur (CG)
2. Vijay Prakash Shukla Age 50 years Administrative Officer United India Insurance Co. Ltd. Branch Office-Jagdalpur (CG)

----Petitioners**Versus**

1. Ashok Lunia S/o Late Shri Narendra Lunia Age 45 years Proprietor Srei International Indira Ward Jagdalpur
2. Vimal Lunia S/o Late Shri Narendra Lunia Age 50 years Proprietor Vimal Stone Associates Shahari Audhyogik Sansthan, Farajerpur, Jagdalpur, Bastar (CG)

---- Respondents

For Petitioners	: Mr.Dashrath Gupta, Advocate
For Respondents	: Mr.Om Prakash Agrawal and Mr.Ravish Verma, Advocates

Hon'ble Shri Justice Sanjay K. Agrawal**C.A.V. Order**

1. Taking exception to legality, validity and correctness of the impugned award dated 10.4.2013 passed by the Permanent Lok Adalat (Public Utility Services), Bastar constituted under Section 22B of the Legal Services Authorities Act, 1987 (hereinafter called

as “the Act of 1987”), this writ petition under Article 227 of the Constitution of India has been filed by the petitioners herein.

2. The short facts essential for disposal of this writ petition are as under:-

2.1 The respondents/claimants filed an application before the Permanent Lok Adalat (Public Utility Services) (hereinafter called as “PLA (PUS)”) against the petitioner-United India Insurance Company claiming that respondent No.2 has purchased P.C. 200 Hydraulic Excavator in the name of M/s Srei International on 24.1.2003 for cash consideration of Rs.42.30 lacs, which was insured by the petitioner company, which was sold by respondent No.2 to respondent No.1 on 1.2.2003 for the period 22.1.2003 to 21.1.2004, which was renewed time to time. The said excavator was destroyed (by burning) by naxalis on 3.6.2008, which was reported to the police and also to the petitioner-Insurance Company, but claim made to the Insurance Company has not been paid, therefore, they are entitled for claim of ₹ 10,00,000/- along with interest from the Insurance Company. That application was considered after getting reply from the petitioners and that application was granted by the PLA (PUS) on 14.11.2011 holding that the respondents/claimants are entitled for Rs.10,00,000/- along with interest @ 7.5% per annum from the date of application till its actual payment in favour of the respondents. The said award was challenged by the petitioners in writ petition being WP227

No.108 of 2012 before this Court (United Insurance Co. Ltd. and another v. Ashok Lunia and another), which was allowed by this Court on 20.11.2012 holding that the procedure prescribed under Section 22C of the Act of 1987 has not been complied with and remitted the matter to the PLA for deciding the case strictly in accordance with the Act of 1987. This time again, the PLA finding that the petitioner-Insurance Company is not ready and willing to settle the dispute amicably proceeded to decide under Section 22-C(8) of the Act of 1987 on merits and granted claim of Rs.10,00,000/- along with interest @ 9% per annum from 9.11.2010 to the claimants. Questioning the award passed by the PLA (PUS), this writ petition has been preferred.

2.2 Detailed return has been filed opposing the writ petition.

3. Mr.Dashrath Gupta, learned counsel for the petitioners, would submit that the PLA (PUS) is absolutely unjustified in granting claim ignoring the fact that the present claim brought before the PLA (PUS) involves seriously disputed question of law and fact which cannot be decided on merits by the PLA (PUS) and that too directly entertaining the application and without undergoing and undertaking pre-litigation settlement, therefore, the impugned award is liable to be set aside. He would rely upon the judgment of the Punjab and Haryana High Court in the matter of **Reliance General Insurance Company Limited v. Vijay Kumar & Anr.**¹.

¹ AIR 2012 Punjab and Haryana 58

4. On the other hand, Mr.Om Prakash Agrawal, learned counsel for the respondents, would oppose the submission made by Mr.Dashrath Gupta, learned counsel and would submit that learned PLA (PUS) is absolutely justified in granting claim as no such disputed question of law and fact is involved in the instant case. The excavator was duly insured with the petitioner-Insurance Company and as such, the petitioners ought to have awarded the loss suffered by the claimants as they are litigating for last 8 years. He would rely upon the judgment of the Supreme Court in the matter of Bar Council of India v. Union of India² and judgments of the Kerala High Court in the matter of M/s. New India Assurance Company Ltd. v. Sabharathanam alias Sabha Rathinam & Ors. etc.³ and Delhi High Court in the matters of Ram Niwas v. D.D.A.⁴ and the State of Rajasthan v. Silochana Devi and others⁵.
5. I have heard leaned counsel for the parties and considered their rival submissions made hereinabove and also went through the records with utmost circumspection.
6. The main question for consideration is whether the PLA (PUS) would have power and jurisdiction to determine the disputed question of fact and law and that too directly entertaining the application without undertaking pre-litigation settlement exercise.

² (2012) 8 SCC 243

³ AIR 2009 Kerala 71

⁴ AIR 2007 Delhi 115

⁵ AIR 2006 Rajasthan 5

7. Chapter VI-A, which is titled as Pre-Litigation Conciliation and Settlement, was inserted in the Legal Services Authorities Act, 1987 by Amending Act 37 of 2002 with effect from 11-6-2002 under which Permanent Lok Adalat is to be constituted under Section 22-B of the Act of 1987. The Permanent Lok Adalats shall have jurisdiction in respect of one or more public utility services and for such areas as may be specified in the notification. "Public utility service" is defined in Section 22-A(b) of the Act of 1987 which states as under: -

"(b) "public utility service" means any--

- (i) transport service for the carriage of passengers or goods by air, road or water; or
- (ii) postal, telegraph or telephone service; or
- (iii) supply of power, light or water to the public by any establishment; or
- (iv) system of public conservancy or sanitation; or
- (v) service in hospital or dispensary; or
- (vi) insurance service, and includes any service which the Central Government or the State Government, as the case may be, may, in the public interest, by notification, declare to be a public utility service for the purposes of this Chapter."

8. Cognizance has to be taken by the Permanent Lok Adalat under Section 22-C of the Act of 1987. By virtue of the provision under sub-section (2) of Section 22-C, after an application is made under sub-section (1) to the Permanent Lok Adalat, no party to that application shall invoke jurisdiction of any court in the same

dispute. Procedure to be followed in dealing with complaint filed before the Lok Adalat is prescribed in Section 22-D of the Act of 1987 which provides that the Permanent Lok Adalat shall, while conducting conciliation proceedings or deciding a dispute on merit under this Act, be guided by the principles of natural justice, objectivity, fair play, equity and other principles of justice. Section 22-E provides that award of Permanent Lok Adalat to be final. Section 22-E(1) provides that every award of the Permanent Lok Adalat under this Act made either on merit or in terms of a settlement agreement shall be final and binding on all the parties thereto and on persons claiming under them. Sub-section (4) of Section 22-E provides that every award made by the Permanent Lok Adalat under this Act shall be final and shall not be called in question in any original suit, application or execution proceeding, but that finality clause attached with the award of the Permanent Lok Adalat will not exclude the jurisdiction of this Court under Article 226/227 of the Constitution of India, as the statutory provisions contained in the Act of 1987 will not exclude the constitutional remedy available under the provisions of the Constitution of India. The Supreme Court in the matter of Bar Council of India (supra), while considering Section 22-E(1) of the Act of 1987 held in unmistakable terms that party to dispute before Permanent Lok Adalat can always approach against the award of

Permanent Lok Adalat, this Court under Article 226/227 of the Constitution of India.

9. The Supreme Court in the matter of **Bar Council of India** (supra) has held that where despite efforts of Permanent Lok Adalat settlement between parties is not arrived at, to avoid delay in adjudication of disputes relating to public utility services, Parliament has conferred power of adjudication upon Permanent Lok Adalat as well. It was observed as under:-

“26. It is necessary to bear in mind that the disputes relating to public utility services have been entrusted to Permanent Lok Adalats only if the process of conciliation and settlement fails. The emphasis is on settlement in respect of disputes concerning public utility services through the medium of Permanent Lok Adalat. It is for this reason that sub- section (1) of Section 22-C states in no unambiguous terms that any party to a dispute may before the dispute is brought before any court make an application to the Permanent Lok Adalat for settlement of dispute. Thus, settlement of dispute between the parties in matters of public utility services is the main theme. However, where despite the endeavours and efforts of the Permanent Lok Adalat the settlement between the parties is not through and the parties are required to have their dispute determined and adjudicated, to avoid delay in adjudication of disputes relating to public utility services. Parliament has intervened and conferred power of adjudication upon the Permanent Lok Adalat.

27. Can the power conferred on Permanent Lok Adalats to adjudicate the disputes between the parties concerning public utility service up to a specific pecuniary limit, if they do not relate to any offence, as provided under Section 22-C(8), be said to be unconstitutional and irrational? We think not. It is settled law that an authority empowered to adjudicate the disputes between the parties and act as a tribunal may not necessarily have all the trappings of the court. What is essential is that it must be a creature of statute and should adjudicate the dispute between the parties before it after giving reasonable opportunity to them consistent with the principles of fair play and natural justice. It is not a constitutional right of any person to have the dispute adjudicated by means of a court only. Chapter VI-A has been enacted to provide for an institutional mechanism, through the establishment of Permanent Lok Adalats for settlement of disputes concerning public utility service before the matter is brought to the court and in the event of failure to reach any settlement, empowering the Permanent Lok Adalat to adjudicate such dispute if it does not relate to any offence.”

10. In the matter of **State of Punjab and another v. Jalour Singh and others**⁶ the Supreme Court while dealing with the award passed by the Lok Adalat held that Lok Adalats have no adjudicatory or judicial function and observed as under:-

⁶ 2008 AIR SCW 1196

“8. It is evident from the said provisions that Lok Adalats have no adjudicatory or judicial functions. Their functions relates to purely to conciliation. A Lok Adalat determines a reference on the basis of a compromise or settlement between the parties at his instance, and put its seal of confirmation by making an award in terms of the compromise or settlement.....”

11. This Court speaking through Manindra Mohan Shrivastava, J. in the matter of **Superintending Engineer CSEB Bilaspur Division & Another v. Public Utility Permanent Lok Adalat, Bilaspur & Others**⁷ has held that Permanent Lok Adalat do not possess any plenary jurisdiction to adjudicate upon disputes relating to claim based on tortious liability. His Lordship held as under:-

“20. The upshot of aforesaid discussions is that the Permanent Lok Adalats can exercise the jurisdiction in the matter of disputes arising out of services relating to public utility service and do not possess any plenary jurisdiction to adjudicate upon disputes relating to claim based on tortious liability merely because one of the party to the dispute is one who is engaged in operating a public utility service.”

12. The question for consideration would be if the case involves disputed question of law and fact whether it can be adjudicated by the PLA (PUS) under Section 22C (8) of the Act of 1987 ?

13. Section 22C of the Act of 1987 provides as under:-

⁷ 2011 (4) C.G.L.J. 460

“22C. Cognizance of cases by Permanent Lok Adalat.- (1) Any party to a dispute may, before the dispute is brought before any court, make an application to the Permanent Lok Adalat for the settlement of dispute:

Provided that the Permanent Lok Adalat shall not have jurisdiction in respect of any matter relating to an offence not compoundable under any law:

Provided further that the Permanent Lok Adalat shall also not have jurisdiction in the matter where the value of the property in dispute exceeds ten lakh rupees:

Provided also that the Central Government, may, by notification, increase the limit of ten lakh rupees specified in the second proviso in consultation with the Central Authority.

(2) After an application is made under sub-section (1) to the Permanent Lok Adalat, no party to that application shall invoke jurisdiction of any court in the same dispute.

(3) Where an application is made to a Permanent Lok Adalat under sub-section (1), it--

(a) shall direct each party to the application to file before it a written statement, stating therein the facts and nature of dispute under the application, points or issues in such dispute and grounds relied in support of, or in opposition to, such points or issues, as the case may be, and such party may supplement such statement with any document and other evidence which such party deems appropriate in proof of such facts and grounds and shall send a copy of such statement together with a copy of such document and other evidence, if any, to each of the parties to the application;

(b) may require any party to the application to file additional statement before it at any stage of the conciliation proceedings;

(c) shall communicate any document or statement received by it from any party to the application to the other party, to enable such other party to present reply thereto.

(4) When statement, additional statement and reply, if any, have been filed under sub-section (3), to the satisfaction of the Permanent Lok Adalat, it shall conduct conciliation proceedings between the parties to the application in such manner as it thinks appropriate taking into account the circumstances of the dispute.

(5) The Permanent Lok Adalat shall, during conduct of conciliation proceedings under sub-section(4), assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner.

(6) It shall be the duty of every party to the application to cooperate in good faith with the Permanent LokAdalat in conciliation of the dispute relating to the application and to comply with the direction of the Permanent Lok Adalat to produce evidence and other related documents before it.

(7) When a Permanent LokAdalat, in the aforesaid conciliation proceedings, is of opinion that there exist elements of settlement in such proceedings which may be acceptable to the parties, it may formulate the terms of a possible settlement of the dispute and give to the parties concerned for their observations and in case the parties reach at an agreement on the settlement of the dispute, they shall sign the settlement agreement and the Permanent Lok Adalat shall pass an award in terms thereof and furnish a copy of the same to each of the parties concerned.

(8) Where the parties fail to reach at an agreement under sub-section(7), the Permanent Lok Adalat shall, if the dispute does not relate to any offence, decide the dispute.”

14. A careful perusal of the aforesaid provisions would show that if settlement is arrived at between the parties following the procedure laid down in Section 22C(1) to 22C(7) of the Act of 1987 with the assistance of the PLA (PUS) and award shall be passed by the PLA (PUS) as per terms and conditions of settlement between the parties, but if reference is made by any party at pre-

litigation stage under Section 22C of the Act of 1987 and settlement is not arrived at, whether PLA (PUS) can decide a dispute on merits by invoking sub-section (8) of Section 22C of the Act of 1987 in the event conciliation fails.

15. In order to decide the issue, the judgment of the Supreme Court rendered in the matter of **United India Insurance Company Limited v. Ajay Sinha and another**⁸ may be noticed herein profitably and gainfully as well, in which Their Lordships while highlighting the purpose behind enacting Section 22C(8) held as under:-

“28. Here, however, the Permanent Lok Adalat does not simply adopt the role of an Arbitrator whose award could be the subject matter of challenge but the role of an adjudicator. The Parliament has given the authority to the Permanent Lok Adalat to decide the matter. It has an adjudicating role to play.

30. In this case, as noticed above, the genuineness of the claim itself is in dispute. Where the parties have taken extreme positions, the same prima facie may not be the subject matter of conciliation which provides for a non-binding settlement.

37. Section 22C(1) read with Section 22-C(2), Section 22-C(8) and Section 22E of the Act, exclude the jurisdiction of the civil courts by providing that when an application is made by either party to the Permanent Lok Adalat to settle a dispute at the pre-litigation stage, the PLA shall do so, and the other party is precluded from approaching the civil court in such a case.

39. What is important to note is that with respect of public utility services, the main purpose behind Section 22-C(8) seems to be that "most of the petty cases which ought not to go in the regular Courts would be settled in the pre-litigation stage itself."

⁸ (2008) 7 SCC 454

41. We must guard against construction of a statute which would confer such a wide power in the Permanent Lok Adalat having regard to Sub-section (8) of Section 22C of the Act. The Permanent Lok Adalat must at the outset formulate the questions. We however, do not intend to lay down a law, as at present advised, that Permanent Lok Adalat would refuse to exercise its jurisdiction to entertain such cases but emphasise that it must exercise its power with due care and caution. It must not give an impression to any of the disputants that it from the very beginning has an adjudicatory role to play in relation to its jurisdiction without going into the statutory provisions and restrictions imposed thereunder.”

16. The Jharkhand High Court in the matter of **Bharat Sanchar Nigam Limited v. State of Jharkhand**⁹ has clearly held that the duty of Permanent Lok Adalat is to bring parties to settlement instead of adjudicating the dispute. The Permanent Lok Adalat has no jurisdiction to directly invoke the provisions of Section 22C(8) and decide the dispute on merit against the will of the party.
17. The Punjab and Haryana High Court in the matter of **Vijay Kumar** (supra) has held that P.L.A.(P.U.S.) has no jurisdiction and authority to directly entertain the application under Section 22C(8) of the Act and decide the dispute on merit if the case involves disputed question of facts and law. The PLA cannot proceed to decide the case on merit from the very beginning by invoking sub-section (8) of Section 22C and shall direct the parties to approach

⁹ 2008(4) JCR 12 (Jharkhand)

appropriate forum for redressal of their grievances. The principle of law in that regard was summarized as under:-

“27. Before parting with the judgment I would like to summarise as under:

If reference is made to the Lok Adalat under Section 20 of the Act, Lok Adalat without using any coercion or undue pressure by applying the principles of natural justice, equity, persuade the parties to reach to an amicable settlement. If settlement is arrived at Lok Adalat shall pass award accordingly. However, if parties do not reach to the final settlement despite best efforts of the Lok Adalat to explore the possibility of settlement, Lok Adalat shall have no option except to return the reference to the court wherefrom it was received.

If PLA PUS is approached under Section 22C at the pre-litigation stage in relation to public utility services and other party disputes the claim saying claim is bogus and case involves disputed questions of facts and law and cannot be settled by the intervention of the PLA PUS, then conciliation proceedings shall stand terminated and PLA PUS shall have absolutely no jurisdiction to invoke Section 22C(8) to decide the dispute directly. However, if during the conciliation proceedings under sub-sections (4), (5), (6) and (7) of Section 22C parties to the application have narrowed down their disputes and are not able to come to the final figure then by invoking sub-section (8) PLA PUS can decide the differences by applying principles of fair play, equity, natural justice, objectivity as provided under Section 22D of the Act.”

18. Reverting to facts of the present case in light of the principles of law laid down by the Supreme Court in the matter of Ajay Sinha (supra) and by the two High Courts noticed hereinabove, it is *quite vivid* that in order to invoke the jurisdiction of the PLA (PUS), reference is necessarily to be made by any party at pre-litigation stage in relation to public utility service and if the settlement is not arrived at between the parties with the assistance of the PLA

(PUS) and finding is recorded to that effect, then only the PLA (PUS) would have jurisdiction to proceed further under Section 22C(8) of the Act of 1987, but the PLA (PUS) has no authority and jurisdiction to directly entertain the application invoking the provisions of Section 22C(8) of the Act of 1987 and to decide the dispute on merit, as the primary duty of the Permanent Lok Adalat is to bring parties to settlement instead of adjudication of dispute, so that the petty cases which ought not to go in the regular courts would be settled in pre-litigation stage itself as observed by Their Lordships in Ajay Sinha (supra). In the instant case, it appears from perusal of original record of the PLA (PUS) that an application for damages was filed before the said Court in the shape of the plaint, which was taken cognizance by the said Court directly on 09.11.2010 calling other side to file reply/written statement and even the application under Order 6 Rule 17 of the CPC, notice to produce document was entertained and the said application filed by the opposite party was entertained, tried and adjudicated like regular Civil Suit without undertaking any kind of exercise of pre-litigation settlement and award dated 14.11.2011 was passed by the PLA (PUS) granting ₹10,00,000/- as compensation along with 7.5%. The petitioner/Insurance Company questioned that award in WP227 No.108 of 2012 (United India Insurance Co. Ltd. and another v. Ashok Lunia and another). This Court by its order dated 20.11.2012 set aside the award directing the PLA (PUS) to

decide the case strictly in accordance with the provisions contained in Section 22C of the Act of 1987. When the matter reached back to the PLA (PUS), the said Court on 24.12.2012 directed the parties whether the matter can be settled and for which time was granted on 15.1.2013 and 16.1.2013 and ultimately, on 23.1.2013 the parties declared that there is no possibility of settlement between the parties. Thereafter, again on 19.2.2013, time was granted to the petitioner/Insurance Company to make efforts for settlement and ultimately, on 26.2.2013 the petitioner/Insurance Company expressed that there is no possibility of settling the matter between the parties, the PLA (PUS) proceeded to decide the dispute on merits. Except the aforesaid proceeding, there is no proceeding held by the PLA (PUS) to demonstrate that the PLA (PUS) has conducted conciliation proceeding between the parties to settle the dispute as required under Section 22C(4) of the Act of 1987. It has also not evident that the PLA (PUS) has assisted the parties at any point of time to reach an amicable settlement of the dispute in an independent and impartial manner. The PLA (PUS) has left the matter of conciliation to the parties and their counsel and once they declared that conciliation is not possible, the PLA (PUS) proceeded to pass the award and did not record any finding as envisaged under Section 22C (7) of the Act of 1987 despite the order of this Court. The provisions contained in Section 22C of the

Act of 1987 has not been complied with and the impugned award has been passed without undertaking any conciliation as envisaged by Section 22C of the Act of 1987, which is absolutely contrary to object and scope of Section 22C of the Act of 1987 and runs contrary to the decision of the Supreme Court in Ajay Sinha (supra).

19. There is yet another reason for not maintaining the impugned award. The petitioner Company rejected the claim of the respondents holding that they are not owners of excavator and therefore, they have no insurable interest. It was further held that there is no evidence on record that the said machine was got burnt, as such, their claim cannot be entertained. The petitioner Company while filing reply before the PLA (PUS) has clearly averred that disputed and complicated questions of fact and law is involved, therefore it cannot be adjudicated under Section 22C(8) of the Act of 1987 and it be referred to the competent Court for adjudication in accordance with law, but the said plea was rejected by the said Court holding that despite opportunity having been granted to the petitioner Company, the petitioner Company did not agree for settlement and therefore, with the consent of parties, the matter is adjudicated on merits. It is a case where the petitioner Company has come out with a specific plea saying that claim of respondent company is not tenable in law and it involves disputed question of facts and law and therefore, it cannot be determined as per procedure prescribed in Section 22C(8) of Act of 1987. As already held, the case which involves disputed question of facts and law cannot be settled by intervention of the PLA (PUS),

then conciliation proceeding shall stand terminated and the PLA (PUS) has no jurisdiction to exercise jurisdiction Section 22C(8) of the Act of 1987.

20. At this stage, it would be fair to consider the judgments relied upon by Mr.Agrawal, learned counsel for the respondents. In Silochana Devi (supra), the Rajasthan High Court has held that Lok Adalat can pass its award to decide dispute under Section 22-C(8) of the Act, it is not in dispute. Likewise, in Sabharathanam alias Sabha Rathinam (supra) the Kerala High Court has held that insurance service is treated as a part of public utility service and therefore, what is contemplated by Section 22-A(b) (vi) read with Section 22-B in so far as Public Utility Service touching upon the insurance business is concerned is a dispute arising out of insurance business carried on by insurance company, which is not in dispute in case in hand. Likewise, the judgment of the Delhi High Court in Ramniwas (supra) is not applicable to the facts of the present case.
21. Finally, it is held that the PLA (PUS) has committed broad two illegality. Firstly, in entertaining the application for damages under Section 22C of the Act of 1987 directly without having pre-litigation conciliation of dispute between the parties and thereby converting the conciliation proceeding into adjudicatory proceeding and despite order of this Court passed in WP227 No.108 of 2012 preferred by the petitioner Insurance Company, the PLA (PUS) did not comply with the provisions contained in Section 22C(1) to (7) of the Act of 1987, which is against the scope and object of provisions of the Act of 1987

and secondly, the PLA (PUS) has entertained the dispute, which is highly disputed question of facts and law, which cannot be adjudicated under Section 22C(8) of the Act of 1987 as it is not the case that the respondents are claiming 'A' amount from the insurance company and it is the case of the insurance company that the respondents are entitled for lesser amount. However, it is the case of insurance company that their claim is bogus and they are not entitled for any sum, as such, the disputed question of facts and law could not have gone into by the PLA (PUS) in jurisdiction under Section 22C(8) of the Act of 1987, that too by directly invoking the said provision without reference to pre-litigation conciliation under Section 22C(1) of the Act of 1987.

22. As a fallout and consequence of the above-stated discussion, the PLA (PUS) is absolutely unjustified in entertaining and granting the application for damages filed by the respondents, which deserves to be and is hereby set aside. However, liberty is reserved in favour of the respondent/claimant to proceed in accordance with law except Section 22C of the Act of 1987.

23. The writ petition is allowed to the extent sketched hereinabove, leaving the parties to bear their own cost(s).

Sd/-

(Sanjay K. Agrawal)
Judge

B/-

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No.509 of 2013

Petitioners

United India Insurance Co. Ltd.
and another

Versus

Respondents

Ashok Lunia and another

(Head-note)

(English)

Disputed question of fact cannot be adjudicated by the Permanent Lok Adalat (Public Utility Services).

(हिन्दी)

तथ्य का विवादित प्रश्न स्थाई लोक अदालत (लोक उपयोगी सेवाएँ) द्वारा न्यायनिर्णित नहीं किया जा सकता।