

AFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 3285 of 2017**

1. Vikas Agrawal S/o Late Mali Ram Agrawal Aged About 44 Years R/o Somaya Beauty Parlour, Behind Ramdev Rice Mill, Mungeli Road, Bilaspur, District Bilaspur Chhattisgarh

---- Petitioner**Versus**

1. Smt. Usha Singh W/o Arvind Singh Aged About 41 Years R/o Near Sahu Kirana Shop, Kapil Nagar, Sarkanda, Bilaspur, District Bilaspur Chhattisgarh
2. Vinay Agrawal S/o Late Mali Ram Agrawal Aged About 42 Years R/o A/ S 14, Near Annapurna Kirana Shop, Agaya Nagar, Bilaspur, District Bilaspur Chhattisgarh
3. Anoop Agrawal S/o Late Mali Ram Agrawal Aged About 48 Years R/o A-249, House Of Shri Nidhish Choubey, Near Omkareshwar Mandir, Agaya Nagar, Bilaspur, District Bilaspur Chhattisgarh
4. District Legal Services Authority, Through The Secretary, District Legal Service Authority, Ware House Road Bilaspur Chhattisgarh, District : Bilaspur, Chhattisgarh
5. State Of Chhattisgarh Through The Collector, District Bilaspur Chhattisgarh.

---- Respondent

For Petitioner	Shri Ashish Surana, Advocate
For Respondent No.1	Shri Pushkar Sinha, Advocate
For Respondent No.2&3	Shri Y.C. Sharma, Advocate
For Respondent No.4	Shri Abhishek Sinha, Advocate with Shri Ghanshyam Patel, Advocate
For Respondent/State	Shri Rajendra Tripathi, Panel Lawyer

Order On Board**By****Prashant Kumar Mishra, J.**

30/10/2018

1. Award passed by the Lok Adalat at the pre-litigation stage vide Annexure – P/6 is under challenge on the ground that the compromise has been ordered and a compromise decree followed without obtaining petitioner's signature on the deed of compromise nor the matter was referred to the Lok Adalat after affording reasonable opportunity of hearing to the petitioner as required under the proviso to sub-section (2) of Section 20 of the Legal Services Authority Act, 1987 (*for short 'the Act, 1987'*).
2. On the last date of hearing, this Court had summoned the record of pre-litigation suit so as to verify as to whether it contains any application for compromise signed by the petitioner.
3. The record does not contain any such application, therefore, the compromise decree having been passed without obtaining petitioner's signature or consent is void and nullity. The award passed by the Lok Adalat has been rendered in contravention to the procedure prescribed under Section 20 (2) of the Act, 1987, which reads thus :

20. Cognizance of cases by Lok Adalats.—

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(2) Notwithstanding anything contained in any other law for the time being in force, the Authority or Committee organising the Lok Adalat under sub-section (1) of section 19 may, on receipt of an application from any one of the parties to any matter referred to in clause (ii) of sub-section (5) of section 19 that such matter needs to be determined by a Lok Adalat, refer such matter to the Lok Adalat, for determination:

Provided that no matter shall be referred to the Lok Adalat except after giving a reasonable opportunity of being heard to the other party.

4. Learned counsel appearing for the respondents would make strenuous effort to convince this Court that after the compromise decree being passed the petitioner has signed over the sale deed executed in favour of Usha Singh.
5. The Supreme Court in **State of Punjab and Another v Jalour Singh and Others**¹ has held at para 12 that 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 and further that such an award can be challenged by filing a petition under Article 226 and/or Articles 227 of the Constitution of India.

¹ (2008) 2 SCC 660

6. A compromise before the Lok Adalat has to take place by putting signature over the compromise application and that too when the matter is referred to in accordance with law. Such compromise cannot be inferred by subsequent conduct of the parties. A compromise before the Lok Adalat must take place on the basis of formal application signed by the parties. If such compromise is read on account of conduct of party, the very sanctity of proceeding before the Lok Adalat would suffer a jolt.
7. In view of the above, in my considered opinion, the compromise award of the Lok Adalat passed on 10-6-2017 in Pre-Litigation Case No.15/2017 deserves to be set aside and the matter deserves to be remitted back to the said Court for decision afresh, if the parties desire to enter into compromise. It is ordered accordingly.
8. As an upshot, the writ petition is allowed to the extent indicated *supra*. No order as to costs.

Sd/-

Judge
Prashant Kumar Mishra

Gowri