

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 804 OF 2017

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SHAIKH ISAQ SHAIKH ABDULLA
VERSUS
SHAIKH KHALIL SHAIKH HANIF AND ANOTHER

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Advocate for Petitioner : Mr. P. B. Gamot
Advocate for Respondents : Mr. V. B. Wagh h/f Mr. S. T. Shelke

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CORAM : V. K. JADHAV, J.
DATED : 14th February, 2018.

PER COURT :-

1. Heard.

2. I find no substance in this writ petition. The petitioner is the original plaintiff instituted Regular Civil Suit No. 117 of 2002 for possession and recovery of rent against the present respondents. It is the case of the petitioner-plaintiff that there are four rooms in the house property and out of that four rooms, the defendant is a tenant in one room. Initially one Hanif Kadar was the tenant in the suit property on monthly rent of Rs.50/-. However, original defendant no.1 forcibly entered in the suit property. Defendant no.1 has not contested the suit, however, defendant no.2/present respondent no.1 herein has resisted the suit by filing written statement. Trial Court by judgment and

decree dated 30.08.2011 decreed the suit with costs and thereby directed the defendants to deliver vacant possession of the suit property i.e. one room from the suit house to the plaintiff within two months and further directed to pay Rs.1100/- towards the arrears of the rent to the plaintiff.

3. Being aggrieved by the same, present respondent no.1 (original defendant no.2) has preferred Regular Civil Appeal No. 313 of 2014. Pending the appeal, present petitioner and respondent no.1 entered into a compromise before the Lok-Adalat and in terms of the compromise arrived at between the parties, said appeal is disposed of. As per the terms of compromise which is referred as Exhibit-14 in the order passed by the Court, it was agreed between the parties that the present petitioner would execute the registered sale-deed in respect of the suit property i.e. one room in favour of present respondent no.1 after accepting an amount of Rs.2,00,000/- and, respondent no.1 has also shown his willingness to purchase the said property. It has been further agreed in the said compromise that the said transaction would take place within two months or at the most till 09.06.2016 .

4. The learned counsel for the petitioner submits that respondent no.1 neither paid the amount of Rs. 2,00,000/- nor

responded to the present petitioner in any manner. The petitioner has, therefore, filed this present petition for setting aside the order passed in the Lok-Adalat.

5. In view of the provisions of Section 21 of Legal Services Authorities Act, 1987 every award of the Lok Adalat shall be deemed to be a decree of a civil Court and in terms of sub-section (2) of the Legal Services Authorities Act, 1987 every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award. In view of the same, the petitioner may execute the decree which came to be passed in terms of the compromise arrived at between the parties in Lok Adalat. This writ petition cannot be entertained since there are no any allegations about any fraud or misrepresentation while arriving at a compromise before the Lok Adalat. Hence, the following order.

ORDER

Writ petition is hereby dismissed. No costs.

(V. K. JADHAV, J.)

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vsm/-