

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 15271 OF 2017

The Executive Engineer (Civil),
Latur Division, The Maharashtra State
Electricity Distribution Company Ltd. Latur,
(Earstwhile at Osmanabad) .. **Petitioner**

Versus

1. The State of Maharashtra,
Through : Collector, Beed,
District Beed
2. Ramhari Kisan Wagh,
Age: 58 Years, Occu.: Agriculture,
R/o.: Khadki (Ghat),
Tq. & District : Beed
3. Jeevan Kisan Wagh,
Age: 50 Years, Occu.: Agriculture,
R/o.: As above
4. Suresh Kisan Wagh,
Age: 46 Years, Occu.: Agriculture,
R/o.: As above .. **Respondents**

Shri Satish M. Godsay, Advocate for the Petitioner.
Shri A. V. Deshmukh, A. G. P. for Respondent No. 1.
Shri R. T. Deshmukh, Advocate for Respondent Nos. 2 to 4.

**CORAM : S. V. GANGAPURWALA &
A. M. DHAVALA, JJ.**

DATE : 15th February, 2018

ORAL JUDGMENT (*Per S. V. Gangapurwala, J.*) :

1. Rule. Rule returnable forthwith. With the consent of respective parties matter is taken up for final hearing.

2. Mr. Godsay, learned Advocate submits that the award came to be passed on 30th June, 2008, granting compensation at the rate of Rs. 995/- per Are. The petitioner is an Acquiring Body. The claimants filed a Reference under Section 18 of the Land Acquisition Act. The present petitioner was arrayed as respondent No. 2 in the said Reference. During the pendency of the Reference the matter was placed before the National Lok Adalat held on 11.2.2017. The petitioner was not served with any notice nor the petitioner has the knowledge of the matter being placed before the National Lok Adalat. Respondent Nos. 2 to 4 and the respondent No. 1 entered into a compromise, wherein the award was enhanced to Rs.3,900/- per Are. The petitioner is not a party to the compromise. The said compromise before the National Lok Adalat is illegal. The same deserves to be quashed and set aside.

3. The learned Advocate appears for respondent Nos. 2 to 4 and submits that the respondent No. 1 was very much present during the compromise and as per the policy the compromise has been entered into. The learned Advocate submits that, it is not a case of fraud or misrepresentation. As per the policy of the respondent No. 1 compromise has been entered into. The

petitioner is bound by the compromise.

4. We have heard the learned A.G.P.

5. It is not disputed that in the Reference filed by respondent Nos. 2 to 4 the present petitioner is arrayed as respondent No. 2. The petitioner is an Acquiring Body.

6. In the National Lok Adalat the award is passed by consent of parties. The petitioner though was a party in the Reference and is a Acquiring Body, it is the petitioner who will have to shell out the amount of compensation. It was necessary to obtain consent of the petitioner while passing the award in the National Lok Adalat. Liability cannot be fastened upon the petitioner in absence of consent by the petitioner.

7. Considering the fact that the petitioner is not a party to the award passed in the National Lok Adalat held on 11.2.2017, the impugned award is quashed and set aside. Rule is made absolute in terms of prayer clause 'C'. The Reference is restored to its original position. As all the parties to the Reference are before this court, the parties shall appear before the Reference Court on 12th March, 2018.

[A. M. DHAVAL, J.]

[S. V. GANGAPURWALA, J.]