

THE HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN
AND
THE HON'BLE MS. JUSTICE J. UMA DEVI

WP NO. 45018 of 2017

ORDER: (Per Sri Justice V. Ramasubramanian)

The petitioner, who was the plaintiff in a suit for a declaration that a sale deed is null and void, has come with the above writ petition challenging a Lok Adalat award.

Heard learned counsel for the petitioner.

The Lok Adalat award is not challenged on the ground of fraud. The only grievance of the petitioner is that pursuant to the compromise reached before the Lok Adalat, the Lok Adalat ought to have set aside the sale deed and decreed the suit.

But Clause-5 of the Memorandum of Compromise filed by the parties before the Lok Adalat reads as follows,

“5. The First Party after receipt of an amount of Rs.8,50,000/- (Rupees Eight Lakhs Fifty Thousand only), will appear before the Court in O.S.No. 738 of 2016 on the file of I-Addl. Junior Civil Judge, Rangareddy district at L.B.Ngar and report no objection for the decree of the suit.”

In view of the above, the petitioner has also taken out an application before the trial Court for decreeing the suit. The trial Court seems to have returned the application. If that is so, the petitioner could work out his remedies before the trial Court seeking a decree.

In other words what the petitioner wants is the enforcement of the compromise reached before the Lok Adalat and not to set aside the award

of the Lok Adalat. Hence the writ petition is not maintainable. Accordingly it is dismissed. It is open to the petitioner to work out his remedies to enforce the compromise reached before the Lok Adalat.

As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed.

JUSTICE V. RAMASUBRAMANIAN

Dt. 2.1.2018
KR

JUSTICE J. UMA DEVI

