

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**C.R. No.3812 of 2015 (O&M)
Date of Decision: January 16, 2018**

Haneef Mohd. @ Mohd. Kanish

...Petitioner

Versus

Oriental Insurance Company Ltd. and others

..Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Mr. G.N. Malik, Advocate
for the petitioner.

Ms. Vandana Malhotra, Advocate
for respondent No.1/Insurance Company.

Mr. Sagar Aggarwal, Advocate
for Mr. Ashit Malik, Advocate
for respondent No.2 and 3.

Mr. Sandeep Saini, Advocate
for Mr. Sumit Gupta, Advocate
for respondents No.4 to 6.

FATEH DEEP SINGH, J.

The petitioner Haneef Mohd. @ Mohd. Kanish has invoked the jurisdiction of this Court under Article 227 of the Constitution of India seeking setting aside of Award dated 06.12.2014 passed by the Motor Accidental Claims Tribunal-cum-Presiding Officer, National Lok Adalat, Karnal, whereby, an award was passed in the claim petition filed under the provisions of Section 166 read with Section 140 of Motor Vehicle Act.

Heard learned counsel for the parties. The undisputed facts are that the present petitioner/Haneef Mohd. @ Mohd. Kanish along with Baby Mafia, a minor daughter and Rajiya w/o Shakeel had preferred claim petition seeking compensation on account of death of present petitioner's son Shakeel in a motor vehicle accident on 3.8.2013. It was during the course of hearing, the matter was taken up before the Presiding Officer, National Lok Adalat and accordingly an award dated 6.12.2014 was passed by virtue of which a total compensation of Rs.9,50,000/- was awarded to the claimants as full and final settlement of the claim. It is necessary to refer here that as per this award out of the awarded amount Rs.1,50,000/- was awarded to the present petitioner, Rs.3,00,000/- was awarded to Baby Mafia and Rs.5,00,000/- was awarded to the widow Rajiya. The amount of share of the minor was ordered to be kept by way of FDR in a Nationalised Bank for a period of 03 years.

The short grievance of the petitioner is that he never received any information from his counsel of this Award and when he contacted him, he did not receive any satisfactory reply and through another counsel got to know that his case was already been decided in the Lok Adalat and that the Lok Adalat has passed the award without recording the statement of the petitioner. Neither any opportunity of hearing was afforded to him nor he received any notice to this effect and that the widow Rajiya had remarried and was not entitled to any compensation and hence, the relief in question.

During the course of submissions, learned counsel for the petitioner does not dispute the fact that the petitioner had by virtue of

his power of attorney authorised his counsel to appear on his behalf and, thus, a contractual obligation has been cast upon this counsel Mr. R.K. Sharma, who represented the claimant at that point of time. It needs to be asserted here that by virtue of this contractual obligation the client has authorised the lawyer to withdraw or compromise the said case or submit to arbitration any differences or disputes that shall arise touching or in any matter relating to the said case. The impugned award or so is the statement of the counsel which was made before the Lok Adalat comprising of a Judicial Officer and two members, whereby, counsel has agreed by the settlement so effected. Part VI, Chapter 3 of the Bar Council of India Rules, 1975 by way of Section 2 deals with the duties towards the client and the counsel for the petitioner by his arguments could not convince, how there has been any misconduct on the part of counsel for the petitioner before the Lok Adalat or there has been wrong compromise affecting the legitimate rights of the petitioner which have been intentionally subverted by the Advocate representing him. The counsel for the petitioners admittedly is the holder of his power of attorney and by the analogy if a power of attorney holder can enter into an agreement or compromise on behalf of the principal, so can counsel possessed of the capacity. Reliance placed on **1991 AIR (SC) 2234 (Bryam Pestonji Gariwala vs. Union Bank of India;** **1925 AIR Calcutta 696 Askaran Choutmal vs. E.I. Ry. & Co.** and **2011 AIR (SC) 2057 Vimalleshwar Nagappa Shet vs. Noor Ahmed Sheriff and others**. Since the petitioner himself through his attorney to his lawyer has given authority to act and plead in the case authorising him as so necessitated in the eventuality of compromise to make statement on behalf

of his client and by virtue of this fiduciary relationship arising out of the conduct the counsel has bonafidely done so and to the mind of this Court can by no means be construed as surrendering the rights of the petitioner or misconduct of the counsel resulting in prejudice to the petitioner or passing of an illegal award. Section 20 of the Legal Service Authority Act, 1987 lays down cognizance of case by Lok Adalat and it is consequent upon the reference by the Tribunal before which the claim petition was pending the Lok Adalat has taken cognizance of the matter and apparently learned counsel for the petitioner could not convince how there been no reasonable opportunity having been afforded to the petitioner before the matter was taken up by the Lok Adalat. Since the Lok Adalat was satisfied with the compromise and settlement so arrived at between the parties which will further the interest of the claimants, thus, no aspersion could be drawn over the same. It is not the case of the petitioner that there was no compromise arrived at between the parties and the only ground as has sought to be reiterated with much vehemence by the learned counsel for the petitioner is that the widow Raziya has remarried and is not entitled for compensation. Rather what one has come across is that the petitioner/father-in-law is more concerned over the compensation awarded to the widow and is the sole ground to impugn the award. Section 21 of the Legal Service Authority Act, 1987 makes it clear that an award of the Lok Adalat deemed to be a decree of a Civil Court and which is also the very spirit of provisions of Section 22 of this Statute.

Thus, in the light of what has come up from the records and the submissions no exigency has come up for the petitioner to impugn

the award in question which is legal and legitimate and passed after due consideration and concurrence of the parties. Thus, the present petition being hopelessly without any merit stands dismissed.

(FATEH DEEP SINGH)
JUDGE

January 16, 2018

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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No