

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

**(I) CWP-15848-2015  
Date of decision-16.07.2018**

**Dakshin Haryana Bijli Vitran Nigam** **...Petitioner**

**Vs.**

**Babli and another** **...Respondents**

**(II) CWP-17546-2015  
Date of decision-16.07.2018**

**Babli** **...Petitioner**

**Vs.**

**Permanent Lok Adalat-cum-  
Public Utility Services, Rewari and others** **...Respondents**

**CORAM:- HON'BLE MR. JUSTICE JITENDRA CHAUHAN**

Present: Mr. Puneet Jindal, Sr. Advocate,  
with Mr. Varun Goyal, Advocate,  
for the petitioner in CWP-15848-2015  
and respondent Nos.2 to 5 in CWP-17546-2015.

Mr. Deepak Sonak, Advocate,  
for the petitioner in CWP-17546-2015  
and respondent No.1 in CWP-15848.

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**JITENDRA CHAUHAN, J.**

The above noticed two writ petitions are being disposed of by this single judgment having arisen out of the common impugned award dated 25.05.2015 (Annexure P-5), passed by learned Permanent Lok Adalat, Public Utility Service, Rewari (for short, 'the PLA').

Learned Senior counsel appearing on behalf of petitioner-

Nigam contends that the impugned award passed by learned PLA is liable to be set aside on the ground of lack of jurisdiction. The case in hand does not fall under the definition of 'public utility service' as enumerated under Section 22 of the Legal Services Authorities Act, 1987 (for short, 'the Act'). The appropriate remedy for the claimant would have been to approach a civil court. Even otherwise, in the absence of any compromise between the parties having been arrived at, learned PLA lost its jurisdiction to proceed with the matter. He cites *State of Punjab Vs. Jalaur Singh, (2008) 2 SCC 660* and *Life Insurance Corporation of India Vs. Suresh Kumar, (2011) 7 SCC 491*.

On the other hand, learned counsel for the petitioner-claimant while repelling the contentions raised by learned Senior counsel, prays for enhancement of the amount of award on the ground that petitioner has lost his young wife and minor son and, thus, the amount awarded by learned PLA is highly inadequate.

Heard.

Section 22A of the Act reads thus:-

**“22A Definitions.-** *In this Chapter and for the purposes of sections 22 and 23, unless the context otherwise requires,-*

(a) *" Permanent Lok Adalat" means a Permanent Lok Adalat established under sub- section (1) of section 22B;*

(b) *" public utility service" means any-*

*(i) transport service for the carriage of passengers or goods by air, road or water; or*

*(ii) postal, telegraph or telephone service; or*

*(iii) supply of power, light or water to the public by any*

*establishment; or*  
*(iv) system of public conservancy or sanitation; or*  
*(v) service in hospital or dispensary; or*  
*(vi) insurance service, and includes any service which the*  
*Central Government or the State Government, as the*  
*case may be, may, in the public interest, by notification,*  
*declare to be a public utility service for the purposes of*  
*this Chapter.”*

In the instant case, the petitioner-Nigam is a Government-owned company and a distribution licensee under the Electricity Act, 2003. The services being rendered by the Nigam would, therefore, come under the definition of public utility services.

It is also not in dispute that the wife and minor son of the petitioner-claimant died on account of electrocution having come in contact with a high tension wire. While placing reliance on ***Jalour Singh's case (supra)***, it has been argued on behalf of the Nigam that as the parties to the *lis* had failed to effect any compromise, the PLA has gone beyond the provisions of Section 22C of the Legal Services Authority Act, 1987 while deciding the case on its merits. However, there is no force in the contention raised. A Division Bench of this Court in ***Tata Teleservices Limited Vs. Kulwinder Singh, 2016 (5) R.C.R. (Civil) 220***, while dealing with the same question, has held as under:-

*“12. The PLA is an innovative mechanism. While ordinary Lok Adalats decide the matters on the basis of compromise or settlement between the parties, the PLA has additional powers. Sub-section (8) of Section 22C of*

*the 1987 Act stipulates that where the parties fail to reach an agreement/settlement, the PLA shall, if dispute does not relate to any offence, decide the dispute on merit. Obviously, while conducting conciliation proceedings or deciding a dispute on merit the PLA is expected to be guided by the principles of natural justice, objectivity, fair play and equity.*

*13. Like any other Lok Adalat, the Award passed by the PLA either in terms of settlement or on merits, is final and binding on all the parties and is deemed to be a decree of a Civil Court.*

*14. XXX*

*15. From the above, it comes out that power to adjudicate the disputes relating to public utility services have been entrusted to the PLA only if the process of conciliation and settlement fails. The emphasis is on settlement in respect of disputes concerning public utility services through the medium of the PLA. It is for this reason that sub-section (1) of Section 22C of the 1987 Act states in no unambiguous terms that any party to a dispute may, before the dispute is brought before any court, make an application to the PLA for settlement of dispute. Thus, settlement of dispute between the parties in matters of public utility services is the main theme. However, where despite the endeavours and efforts of the PLA, with the aid and assistance of the parties, the settlement between the parties is not through and the parties are required to have their dispute determined and adjudicated, to avoid delay in adjudication of disputes relating to public utility services, the PLA has power to adjudicate the dispute and once the parties approach the PLA, they are precluded from raising the same dispute*

*before any other forum. That being the scheme and object of the statute, acceptance of the appellant's plea that the parties having failed to reach a compromise or settlement, the PLA should not have decided the case on merits and, instead, ought to have let the parties to have recourse to other remedies available to them, would forfeit the very purpose of establishment of the PLA, besides being contrary to the spirit of the 1987 Act and, therefore, cannot be countenanced.*

16. XXX

17. XXX

18. XXX

19. XXX

20. *It may be hastily added that in State of Punjab v. Jalour Singh & ors. (supra) the Hon'ble Supreme Court was dealing with the jurisdiction of a Lok Adalat under Section 20 of the 1987 Act and not with that of the PLA under Section 22 C of the 1987 Act. Therefore, reference to this case does not fit in the context of the controversy herein involved."*

**(emphasis supplied)**

From the perusal of the above, there remains no ambiguity with regard to the fact that the PLA was well within its jurisdiction to decide the case on merits in the absence of compromise/settlement between the parties.

As regards the averments raised on behalf of the petitioner-claimant with regard to enhancement in the awarded amount by learned PLA, this Court finds force therein. It is to be seen that the claimant has lost

his minor son and young wife on account of electrocution. Had the officials of the Nigam acted in a responsible manner, the accident could have been avoided. Learned PLA has awarded an amount of Rupees three lakh on account of the death of wife, whereas, another sum of Rupees one lakh has been granted for the death of the minor son. This, in the considered opinion of this Court, is highly inadequate and deserves to be enhanced. Accordingly, this Court grants another amount of Rupees one lakh to the petitioner-claimant on account of the death of his wife, whereas, a sum of Rupees four lakh is awarded for the death of his son, over and above the amount already awarded by learned PLA. The enhanced amount shall be paid within forty five days from the date of receipt of a certified copy of this judgment, failing which, it shall carry interest @ 6.5% per annum from the date of filing the writ petition by the claimant, till its payment.

As a sequel of the above, CWP-15848-2015 fails and the same is hereby dismissed, whereas, CWP-17546-2015 is partly allowed in the above terms.

**(JITENDRA CHAUHAN)**  
**JUDGE**

**16.07.2018**  
*atulsethi*

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|-----------------------------|-----|----|
| Whether speaking/reasoned : | Yes | No |
| Whether Reportable :        | Yes | No |