

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO.4110 OF 2018
(The Executive Engineer, Osmanabad Vs. Shivaji s/o Tukaram
Kokate and others)

Mr.Sanjay V.Munde, learned Advocate for the petitioner.
Mr.M.D.Narwadkar, learned Advocate for respondent Nos. 1 to 4.
Mr.S.R.Yadav, AGP for respondent No.5.

(CORAM : Ravindra V.Ghuge, J.)

DATE : 13/02/2019

PER COURT :

1. I have heard the learned Advocates for the respective sides and the learned AGP on behalf of respondent No.5. On 24/04/2018, this Court had passed the following order :-

“ The Petitioner has challenged the award dated 25th March, 2017 passed by the Joint Civil Judge Senior Division, Beed.

2 In nutshell, it is the contention of the Petitioner that though the award is claimed to be passed on account of settlement arrived at in the Lok Adalat, but the Petitioner though party to the Land Acquisition Reference No.30 of 20107, given no notice of placing the matter before the Lok Adalat. So also the Petitioner is not signatory to the compromise pursis filed in the matter, which leads to passing of the impugned order. It is contended that the award passed is wholly unsustainable in law. In this context, learned counsel for Petitioner invited attention to Section 20 of

the Legal Services Authorities Act, 1987, wherein the procedure has been laid down to refer the cases for consideration before the Lok Adalat. It is pointed out that as per the procedure set out, it is obligatory that opportunity of hearing be given to the parties before the matter is referred for consideration before the Lok Adalat. It is contended that the case has been referred to the Lok Adalat in complete breach of the procedure provided under Section 20 of the said Act. The Petitioner, though party to the reference pending before the Civil Court, neither heard before referring the matter to the Lok Adalat nor was the signatory to compromise recorded in the case. In this background, the learned counsel submits that the impugned order passed is liable to be set aside.

3 *On due consideration of submissions advanced, in the light of the provisions of the Legal Services Authorities Act, 1987 and further taken into consideration the categorical statement made that though Petitioner was party to reference proceeding, still no notice was given and award has been passed, I am inclined to entertain the petition. Hence, the following order:*

O R D E R

- I. Issue notice to the Respondents.*
- II. The learned AGP waives the notice for Respondent No.5.*
- III. Notices be issued to Respondent Nos.1 to 4, making it returnable on 25th June, 2018.*
- IV. In the meantime, there shall be stay to the award dated 25th March, 2017 passed in Land Acquisition Reference No.30 of 2007 subject to deposit of Rs.5,00,000/- by the Petitioner in this Court before next date.*

V. *Stand over to 25th June, 2018.*"

2. This is yet another case from Judicial District Beed wherein a compromise award is granted in the Lok Adalat without obtaining the consent and signature of the acquiring body and its legal representative. In similar circumstances, this Court has passed an order on 30/01/2019 in WP No.6004/2018 and 189 connected matters, by which the award based on the compromise terms settled in the Lok Adalat have been quashed and set aside.

3. Learned Advocate for the petitioner/company, which is the acquiring body, submits that they have specifically participated in the LAR proceedings. They have filed their appearance and their written statement representing the said company, is also filed. The terms of settlement in the Lok Adalat are about 14 times of the compensation granted by the S.L.A.O. Neither the petitioner nor their Advocate was present in the Lok Adalat, much less, having signed on the compromise terms.

4. Learned Advocate for the original claimants submits that these claimants are not at fault. The Deputy Collector, Land acquisition,

Beed signed on the compromise terms alongwith the learned AGP creating a picture that the State Government would be paying the compensation amounts to the claimants. He concedes that the Acquiring Body and its representative was not present and had not signed the terms of compromise. He further adds that the claimants are unduly tired out due to such developments. The Lok Adalat award is dated 23/05/2017 and after 2 years, these claimants are still without their enhanced compensation.

5. The learned AGP clarifies that the representative of the State cannot represent the acquiring body either in the proceedings or in the Lok Adalat. Moreover, in cases where the State Government is not the authority liable to pay the compensation amount, its appearance in such Lok Adalat is purely a formality and it is the Acquiring Body which ultimately has to accept the terms of compromise.

6. Learned Advocate for the petitioner points out that an amount of Rs.5,00,000/- have been deposited in this Court pursuant to the order of this Court dated 24/04/2018.

7. In view of the above, this petition is allowed. The terms of compromise dated 25/03/2017 and the consequent award of the

even date stands quashed and set aside. LAR No.30/2007 is remitted to the LAR Court, Beed. The litigating sides would appear before the said Court on 04/03/2019. Needless to state, there shall be no impediment for placing the said matter before the Lok Adalat for LAR cases so as to explore the possibility of an early settlement and disposal which would result in saving the tax payers' money.

8. The amount deposited in this Court shall be transferred to the LAR Court by the Registry alongwith accrued interest, if any. The claimants would be at liberty to withdraw the said amount in equal proportions by tendering an affidavit undertaking to the LAR Court that in the event it is finally concluded that they have withdrawn excess amounts, they shall refund the said amount by re-depositing it in the LAR Court without interest within 6 (six) weeks, failing which, the amount shall carry interest @ 4% p.a. from the date of the decision in the LAR proceedings.

9. The learned Registrar (Judicial) shall place a copy of this order before the learned Principal District Judge, Beed so as to apprise the learned Judge of the irregularities appearing in such Lok Adalat proceedings.

(Ravindra V.Ghuge, J.)