

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6079 of 2021

1. National Insurance Company Limited Connaught Place, New Delhi
2. Branch Manager, National Insurance Company Limited, Babuniya Road, Siwan, P.O and P.S. and District- Siwan, Petition and Petitioners through Basudeo Marandi, Male, the Authorized Signatory/Duly Constituted Attorney, Regional Office, National Insurance Company Limited, 4th Floor, Sone Bhawan, Bir Chand Patel Marg, Patna.

... .. Petitioner/s

Versus

1. The State of Bihar, through the Chief Secretary, Government of Bihar, Patna
2. Dularchand Sah Son of Late Sundar Sah Resident of Village - Murwar, P.S. - Basantpur, District- Siwan.
3. Lalita Devi Wife of Late Prakash Kumar Gupta Resident of Village - Murwar, P.S. - Basantpur, District- Siwan.
4. Shail Kumari Devi Wife of Dularchand Sah Resident of Village - Murwar, P.S. - Basantpur, District- Siwan.
5. Priti Kumari Daughter of Late Prakash Kumar Gupta Resident of Village - Murwar, P.S. - Basantpur, District- Siwan.
6. Sanjay Kumar Son of Late Prakash Kumar Gupta Resident of Village - Murwar, P.S. - Basantpur, District- Siwan.

..... Claimants/ Respondent 1st set

7. Narayan Kumar Sah Son of Shiv Jatan Sah Resident of Village - Khawaspur, P.S. - Basantpur, District- Siwan

..... O.P. 1/ Respondent 2nd set

8. Serajuddin Son of Late Mustafa Resident of Village - Khawaspur, P.S. - Basantpur, District- Siwan

.....O.P.2/ Respondent 3rd set

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Durgesh Kumar Singh, Advocate
For the Respondent/s : Mr.Lalit Kishore (Ag)

CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA

and

HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

Date : 06-04-2022

1. The present writ petition has been filed under Articles 226 and 227 of the Constitution of India for quashing the order/



Award dated 13.07.2019, passed by the Lok Adalat held at the High Court, Patna, whereby and whereunder the appeal in question i.e. M.A. no. 140 of 2018 has stood withdrawn and the petitioners herein have agreed to pay the amount awarded by the learned court of Additional District and Sessions Judge VI-cum-Claims Tribunal (hereinafter referred to as the "Claims Tribunal"), District-Siwan vide judgment dated 12.10.2017.

2. The brief facts of the case are that the respondents 1st set herein i.e. the Claimants, who are the father, mother, widow, son and daughter of the deceased Late Prakash Kumar Gupta, who died on account of accident which had taken place on 21.12.2013, had filed a Claim Case bearing Claim Case no. 01 of 2014, before the learned Claims Tribunal. The petitioners herein as also the respondent no. 8 had filed their respective written statements before the learned Claims Tribunal, Siwan and after following the proper procedure established by law, the learned Claims Tribunal, Siwan had awarded compensation to the tune of Rs. 31,42,000/- vide judgment dated 12.10.2017. The said award dated 12.10.2017 was challenged by the petitioners herein by filing an appeal bearing M.A. no. 140 of 2018. It appears that the said appeal bearing M.A. No. 140 of 2018 was referred to the Lok Adalat by a Ld. Single Judge of this Court



vide order dated 05.07.2019 whereafter, the same was listed before the Lok Adalat, held at the premises of the High Court, Patna comprising of a sitting Judge of this Hon'ble Court namely Hon'ble Mr. Justice Birendra Kumar (Member, Judicial), as he then was and Mr. Harish Kumar, Advocate (Member, Legal Profession), on 13.07.2019 and the appeal was disposed off as withdrawn, as would be apparent from the award dated 13.07.2019, which is reproduced herein below:-

"AWARD

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:-

This is appeal by Insurance Company against the award of the Motor Vehicle Accident Tribunal.

Learned counsel for the appellants submits that their case is that the driver had no licence, hence, liability was of the owner. However, the appellants are ready to pay to the claimant, the amount awarded within one month. The right of recovery by the insurer according to law is settled by a catena of judgments. Hence, with aforesaid right, appellants are ready to withdraw this appeal.

Accordingly, this appeal stands disposed off as



withdrawn.

The parties are informed that the Court fees, if any, paid by any of them shall be refunded.

Sd/-

**(Nikhilesh Gayen)
Petitioner/Petitioner's representative**

Sd/-

**(Raghar Prasad, Advocate)
Respondent/Respondent's representative**

Sd/-

Signature of Member (Judicial)

Sd/-

Member (Legal Profession)"

3. A bare perusal of the said award dated 13.07.2019 would show that the representative of the appellants/ petitioners herein had appeared before the Lok Adalat and had stated that the appellants are ready to pay to the Claimant, the amount awarded, within a period of one month, hence the appeal is not being pressed and the appellants are ready to withdraw the appeal. The said award has been duly signed by the representative of the appellants /petitioners herein namely Mr. Nikhilesh Gayen, Manager, Regional Office, National Insurance Company Limited, Patna Regional Office and he had also put his official stamp, which has also not been disputed. As far as the Claimants are concerned, their advocate namely Mr. Raghav



Prasad had put his signature.

4. The learned counsel for the petitioners herein has vehemently argued and submitted that he had not appeared before the Lok Adalat on 13.07.2019, nonetheless the award has been passed behind his back. It is also submitted that the Counsel for the petitioners had never made any submission regarding withdrawal of the aforesaid appeal. It is further contended that as far as the petitioners' representative namely Mr. Nikhilesh Gayen, Manager, Patna Regional Office, National Insurance Company Limited is concerned, though he was present in the premises of the Hon'ble High Court during the course of holding of Lok Adalat on 13.07.2019, however he was given a blank unfilled copy of the award for signing, whereafter he had signed the same upon the impression that the conducting Advocate was fully conversant with the facts and law of the case and had sought withdrawal of the appeal.

5. We have heard the learned counsel for the petitioners. At the outset, it would be relevant to refer to the relevant provisions of the ***Legal Services Authority Act, 1987*** (hereinafter referred to as the Act, 1987), herein below :-



“19. Organization of Lok Adalats--

(1) Every State Authority or District Authority or the Supreme Court Legal Services Committee or every High Court Legal Services Committee or, as the case may be, Taluk Legal Services Committee may organise Lok Adalats at such intervals and places and for exercising such jurisdiction and for such areas as it thinks fit.

(2) Every Lok Adalat organised for an area shall consist of such number of:—

(a) serving or retired judicial officers; and

(b) other persons,

of the area as may be specified by the State Authority or the District Authority or the Supreme Court Legal Services Committee or the High Court Legal Services Committee, or as the case may be, the Taluk Legal Services Committee, organising such Lok Adalats.

(3) The experience and qualifications of other persons referred to in clause (b) of sub-section (2) for Lok Adalats organised by the Supreme Court Legal Services Committee shall be such as may be prescribed by the Central Government in consultation with the Chief Justice of India.

(4) The experience and qualifications of other persons referred to in clause (b) of sub-section (2) for Lok Adalats other than referred to in sub-section (3) shall be such as may be prescribed by the State Government in consultation with the Chief Justice of



the High Court.

(5) A Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of:—

(i) any case pending before; or

(ii) any matter which is falling within the jurisdiction of, and is not brought before,

any court for which the Lok Adalat is organised.

Provided that the Lok Adalat shall have no jurisdiction in respect of any case or matter relating to an offence not compoundable under any law.

20. Cognizance of Cases by Lok Adalats--

(1) Where in any case referred to in clause (i) of sub-section (5) of Section 19-(i)

(i) (a) the parties thereof agree; or

(b) one of the parties thereof makes an application to the court,

for referring the case to the Lok Adalat for settlement and if such court is prima facie satisfied that there are chances of such settlement; or

(ii) the court is satisfied that the matter is an appropriate one to be taken cognizance of by the Lok Adalat,

the court shall refer the case to the Lok Adalat:

Provided that no case shall be referred to the Lok Adalat under sub-clause (b) of clause (i) or clause (ii) by such court except after giving a



reasonable opportunity of being heard to the parties.

(2) Notwithstanding anything contained in any other law for the time being in force, the Authority or Committee organising the Lok Adalat under sub-section (1) of Section 19 may, on receipt of an application from any, one of the parties to any matter referred to in clause (ii) of sub-section (5) of Section 19 that such matter needs to be determined by a Lok Adalat, refer such matter to the Lok Adalat, for determination:

Provided that no matter shall be referred to the Lok Adalat except after giving a reasonable opportunity of being heard to the other party.

(3) Where any case is referred to a Lok Adalat under subsection (1) or where a reference has been made to it under sub-section (2), the Lok Adalat shall proceed to dispose of the case or matter and arrive at a compromise or settlement between the parties.

(4) Every Lok Adalat shall, while determining any reference before it under this Act, act with utmost expedition to arrive at a compromise or settlement between the parties and shall be guided by the principles of justice equity, fair play and other legal principles.

(5) Where no award is made by the Lok Adalat on the ground that no compromise or settlement could be arrived at between the parties, the record of the case shall be returned by it to the court, from which the



reference has been received under sub-section (1) for disposal in accordance with law.

(6) Where no award is made by the Lok Adalat on the ground that no compromise or settlement could be arrived at between the parties, in a matter referred to in subsection (2), that Lok Adalat shall advise the parties to seek remedy in a court.

(7) Where the record of the case is returned under subsection (5) to the court, such court shall proceed to deal with such case from the stage which was reached before such reference under sub-section (1).”

6. On going through the aforesaid provisions of the **Act, 1987**, we find that the Lok Adalats have no adjudicatory or judicial functions and their functions are purely related to conciliation. A reference to the Lok Adalat is determined on the basis of a compromise or settlement between the parties and thereafter, an award is made in terms of compromise/ settlement. In case there is no compromise/ settlement, no award can be made and the case records are returned to the Court, from which the reference was received so that the same can be disposed off, in accordance with law. It is also a well-settled law that the Lok Adalats, in their conciliatory role, are guided by the Principles of Jurisprudence, Equity and Fair Play. It is equally true that where an award is made by the Lok Adalat in terms of a settlement arrived at in between the parties (which is duly



signed by the parties and annexed to the award of the Lok Adalat), it becomes final and binding on the parties to the settlement and becomes executable as if it is a decree of a civil court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be done only by filing a petition under Article 226 and/or Article 227 of the Constitution, that too on very limited grounds. But where no compromise or settlement is signed by the parties and the order of the Lok Adalat does not refer to any settlement, but directs the respondent to either make payment if it agrees to the order, or approach the High Court for disposal of appeal on merits, if it does not agree, is not an award of the Lok Adalat. The question of challenging such an order in a petition under Article 227 does not arise.

7. The Permanent Lok Adalat, in terms of Section 22-D of the Act, 1987, while conducting conciliation proceedings or deciding a dispute on merit is not bound by the provisions of the Code of Civil Procedure, 1908 and the Evidence Act, 1872 but is guided by the principles of natural justice, objectivity, fair play, equity and other principles of justice. Section 22-E of the Act makes an award of Permanent Lok Adalat to be final and binding on all the parties, which would be deemed to be a



decree of a civil court. Jurisdiction of the civil court to call in question any award made by the Permanent Lok Adalat is barred. It has the jurisdiction to transfer any award to a civil court and such civil court is mandated to execute the order as if it were the decree by the court.

8. In this connection, it would be useful to refer to a judgment rendered by the Hon'ble Apex Court in case of ***State of Punjab v. Ganpat Raj***, reported in ***(2006) 8 SCC 364***, paragraph no. 7 whereof, is reproduced herein below:-

“7. The specific language used in sub-section (3) of Section 20 makes it clear that the Lok Adalat can dispose of a matter by way of a compromise or settlement between the parties. Two crucial terms in sub-sections (3) and (5) of Section 20 are “compromise” and “settlement”. The former expression means settlement of differences by mutual concessions. It is an agreement reached by adjustment of conflicting or opposing claims by reciprocal modification of demands. As per Termes de la Ley, “compromise is a mutual promise of two or more parties that are at controversy”. As per Bouvier it is “an agreement between two or more persons, who, to avoid a law suit, amicably settle their differences, on such terms as they can agree upon”. The word “compromise” implies some element of accommodation on each side. It is not apt to describe



total surrender. (See NFU Development Trust Ltd., Re [(1973) 1 All ER 135 : (1972) 1 WLR 1548 (Ch D)]). A compromise is always bilateral and means mutual adjustment. “Settlement” is termination of legal proceedings by mutual consent. The case at hand did not involve compromise or settlement and could not have been disposed of by the Lok Adalat. If no compromise or settlement is or could be arrived at, no order can be passed by the Lok Adalat. Therefore, the disposal of Civil Writ Petition No. 943 of 2000 filed by the respondent is clearly impermissible.”

9. It would also be gainful to refer to a judgment rendered by the Hon’ble Apex Court in the case of **P.T. Thomas v. Thomas Job**, reported in **(2005) 6 SCC 478**, paragraphs no 17 to 25 whereof, are reproduced herein below:-

17. Section 21 of the Legal Services Authorities Act, 1987 reads as follows:

“21. Award of Lok Adalat.—(1) Every award of the Lok Adalat shall be deemed to be a decree of a civil court or, as the case may be, an order of any other court and where a compromise or settlement has been arrived at, by a Lok Adalat in a case referred to it under sub-section (1) of Section 20, the court fee paid in such case shall be refunded in the manner provided under the Court Fees Act, 1870 (7 of 1870).



(2) Every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.”

Section 22 reads thus:

“22. Powers of Lok Adalats.—(1) The Lok Adalat shall, for the purposes of holding any determination under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) while trying a suit in respect of the following matters, namely:

(a) the summoning and enforcing the attendance of any witness and examining him on oath;

(b) the discovery and production of any document;

(c) the reception of evidence on affidavits;

(d) the requisitioning of any public record or document or copy of such record or document from any court or office; and

(e) such other matters as may be prescribed.

(2) Without prejudice to the generality of the powers contained in sub-section (1), every Lok Adalat shall have the requisite powers to specify its own procedure for the determination of any dispute coming before it.

(3) All proceedings before the Lok Adalat shall be



deemed to be judicial proceedings within the meaning of Sections 193, 219 and 228 of the Penal Code, 1860 and every Lok Adalat shall be deemed to be a civil court for the purpose of Section 195 and Chapter 26 of the Code of Criminal Procedure, 1973 (2 of 1974).”

18.What is Lok Adalat?

“The ‘Lok Adalat’ is an old form of adjudicating system prevailed in ancient India and its validity has not been taken away even in the modern days too. The words ‘Lok Adalat’ mean ‘People’s Court’. This system is based on Gandhian principles. It is one of the components of ADR system. As the Indian courts are overburdened with the backlog of cases and the regular courts are to decide the cases involve a lengthy, expensive and tedious procedure. The court takes years together to settle even petty cases. Lok Adalat, therefore provides alternative resolution or devise for expeditious and inexpensive justice.

In Lok Adalat proceedings there are no victors and vanquished and, thus, no rancour.

Experiment of ‘Lok Adalat’ as an alternate mode of dispute settlement has come to be accepted in India, as a viable, economic, efficient and informal one.

LOK ADALAT is another alternative to JUDICIAL JUSTICE. This is a recent strategy for delivering informal, cheap and expeditious justice to the



common man by way of settling disputes, which are pending in courts and also those, which have not yet reached courts by negotiation, conciliation and by adopting persuasive, common sense and human approach to the problems of the disputants, with the assistance of specially trained and experienced members of a team of conciliators.”

19. Benefits under Lok Adalat

- 1. There is no court fee and if court fee is already paid the amount will be refunded if the dispute is settled at Lok Adalat according to the rules.*
- 2. The basic features of Lok Adalat are the procedural flexibility and speedy trial of the disputes. There is no strict application of procedural laws like the Civil Procedure Code and the Evidence Act while assessing the claim by Lok Adalat.*
- 3. The parties to the dispute can directly interact with the judge through their counsel which is not possible in regular courts of law.*
- 4. The award by the Lok Adalat is binding on the parties and it has the status of a decree of a civil court and it is non-appealable, which does not cause the delay in the settlement of disputes finally.*

In view of above facilities provided by “the Act” Lok Adalats are boon to the litigating public that they can get their disputes settled fast and free of cost



amicably.

Award of Lok Adalat

20. The Lok Adalat shall proceed and dispose the cases and arrive at a compromise or settlement by following legal principles, equity and natural justice. Ultimately, the Lok Adalat passes an award, and every such award shall be deemed to be a decree of the civil court or as the case may be, which is final.

Award of Lok Adalat shall be final

21. The Lok Adalat will pass the award with the consent of the parties, therefore there is no need either to reconsider or review the matter again and again, as the award passed by the Lok Adalat shall be final. Even as under Section 96(3) CPC “no appeal shall lie from a decree passed by the court with the consent of parties”. The award of the Lok Adalat is an order by the Lok Adalat with the consent of the parties, and it shall be deemed to be a decree of the civil court, therefore an appeal shall not lie from the award of the Lok Adalat as under Section 96(3) CPC.

22. In Punjab National Bank v. Laxmichand Rai [AIR 2000 MP 301] the High Court held that:

“This provision of the Act shall prevail in the matter of filing an appeal and an appeal would not lie under the provisions of Section 96 CPC. Lok Adalat is conducted under an independent enactment and once the award is made by a Lok Adalat the right of appeal



shall be governed by the provisions of the Legal Services Authorities Act. When it has been specifically barred under provisions of Section 21(2), no appeal can be filed against the award under Section 96 CPC.”

The Court further stated that:

“14. It may incidentally be further seen that even the Code of Civil Procedure does not provide for an appeal under Section 96(3) against a consent decree. The Code of Civil Procedure also intends that once a consent decree is passed by civil court finality is attached to it. Such finality cannot be permitted to be destroyed, particularly under the Legal Services Authorities Act, as it would amount to defeat the very aim and object of the Act with which it has been enacted. Hence, we hold that the appeal filed is not maintainable.”

23. The High Court of Andhra Pradesh held that, in Board of Trustees of the Port of Visakhapatnam v. Presiding Officer, Permanent, Lok Adalat-cum-Secy., District Legal Services Authority [(2000) 5 An LT 577] the award is enforceable as a decree and it is final. On all fours, the endeavour is only to see that the disputes are narrowed down and make the final settlement so that the parties are not again driven to further litigation or any dispute. Though the award of a Lok Adalat is not a result of a contest on merits just as a regular suit by a court in a regular trial is, however, it is as equal and on a par with a



decree on compromise and will have the same binding effect and be conclusive. Just as the decree passed on compromise cannot be challenged in a regular appeal, the award of the Lok Adalat, being akin to the same, cannot be challenged by any of the regular remedies available under law, including by invoking Article 226 of the Constitution and challenging the correctness of the award, on any ground. Judicial review cannot be invoked in such awards, especially on the grounds as were raised in the revision petition.

24. The award of Lok Adalat is final and permanent which is equivalent to a decree executable, and the same is an ending to the litigation among parties.

25. In Sailendra Narayan Bhanja Deo v. State of Orissa [AIR 1956 SC 346] the Constitution Bench held as follows:

A judgment by consent or default is as effective an estoppel between the parties as a judgment whereby the court exercises its mind on a contested case. (South American and Mexican Co., ex p Bank of England, In re [(1895) 1 Ch 37 : (1891-94) All ER Rep 680 : 71 LT 594 (CA)] & Kinch v. Walcott [1929 AC 482 : 1929 All ER Rep 720]

“In South American and Mexican Co., ex p Bank of England, In re [(1895) 1 Ch 37 : (1891-94) All ER Rep 680 : 71 LT 594 (CA)] , it has been held that a judgment by consent or default is as effective an estoppel between the parties as a judgment whereby



the court exercises its mind on a contested case. Upholding the judgment of Vaughan Williams, J., Lord Herschell said (Ch p. 50):

‘The truth is, a judgment by consent is intended to put a stop to litigation between the parties just as much as is a judgment which results from the decision of the Court after the matter has been fought out to the end. And I think it would be very mischievous if one were not to give a fair and reasonable interpretation to such judgments, and were to allow questions that were really involved in the action to be fought over again in a subsequent action.’

To the like effect are the following observations of the Judicial Committee in Kinch v. Walcott [1929 AC 482 : 1929 All ER Rep 720 : 98 LJPC 129 (PC)]:

‘First of all Their Lordships are clear that in relation to this plea of estoppel it is of no advantage to the appellant that the order in the libel action which is said to raise it was a consent order. For such a purpose an order by consent, not discharged by mutual agreement, and remaining unreduced, is as effective as an order of the Court made otherwise than by consent and not discharged on appeal.’”

10. Now, coming back to the present case, we find that the aforesaid appeal bearing M.A. no. 140 of 2018, filed before this Court, was referred to the Lok Adalat and the Lok Adalat also recorded the terms of settlement and the award dated



13.07.2019 was signed by the respective parties / Advocate, in the manner prescribed hereinabove in the preceding paragraphs. We also find that once the duly authorized representative of the petitioners herein i.e. Mr. Nikhilesh Gayan, Manager had signed the Lok Adalat award along with the learned counsel for the Claimants/ respondent 1st set herein, then such award is undoubtedly binding on the parties. We also find that ***Section 21 of the Legal Services Authority Act, 1987*** postulates that the award passed by the Lok Adalat with the consent of the parties shall be final and binding on all the parties to the dispute as also no appeal shall lie to any Court against the award of the Lok Adalat except when a fraud has been played in obtaining the award of the Lok Adalat in which case, challenge to such an award may be made only by filing a petition under Article 226 and/or 227 of the Constitution of India, as has been held by the Hon'ble Apex Court in the case of ***State of Punjab v. Jalour Singh***, reported in ***(2008) 2 SCC 660***, paragraph No. 12 whereof is reproduced herein below:-

“12. It is true that where an award is made by the Lok Adalat in terms of a settlement arrived at between the parties (which is duly signed by parties and annexed to the award of the Lok Adalat), it becomes final and binding on the parties to the settlement and



becomes executable as if it is a decree of a civil court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be done only by filing a petition under Article 226 and/or Article 227 of the Constitution, that too on very limited grounds. But where no compromise or settlement is signed by the parties and the order of the Lok Adalat does not refer to any settlement, but directs the respondent to either make payment if it agrees to the order, or approach the High Court for disposal of appeal on merits, if it does not agree, is not an award of the Lok Adalat. The question of challenging such an order in a petition under Article 227 does not arise. As already noticed, in such a situation, the High Court ought to have heard and disposed of the appeal on merits.”

11. Admittedly, in the present case, neither the learned counsel for the petitioner has alleged any fraud nor there is any such averment in the writ petition to the effect that any kind of fraud was played by any of the parties in obtaining the impugned award, thus there is no ground on which the award of the Lok Adalat can be set aside. Another aspect of the matter is that bonafide action of a sitting High Court Judge cannot be doubted and no aspersion can be expressed regarding his conduct in the instant case, which has rightly not been done by the petitioners herein in the present writ petition, inasmuch as



neither the genuineness nor the bonafide act of the members of the Lok Adalat have been raised in the present petition whereas, on the contrary, in paragraph no. 14 of the present writ petition, it has been admitted that the award was signed by the authorized representatives of the petitioners namely Mr. Nikhilesh Gayen, Manager, who, in fact has also not sworn the affidavit to the present writ petition, which has rather been sworn by one Basudeo Manjhi, Regional Manager/ Constituted Attorney/ Authorized signatory. Moreover, we have been informed that no disciplinary action has yet been taken against the said Mr. Nikhilesh Gayen, which speaks volumes about the bonafide of the petitioners.

12. In any view of the matter, even on merits, the learned counsel for the petitioners has only tried to raise the issue regarding statutory violation of the policy conditions, as contemplated under Section 147 and Section 149 of the Motor Vehicles Act, 1988, inasmuch as, it is his contention that the deceased was not holding a valid driving license. Although, we do not intend to go into the merits of the award dated 12.10.2017, passed by the learned court of Additional District and Sessions Judge VI-cum- Claims Tribunal, Siwan but it would suffice to state that in para 15 of the said judgment, the



learned court below has specifically recorded a finding to the effect that the alleged motorcycle was insured with the National Insurance Company Limited on the date of accident and rider of the vehicle was having a valid driving license and similarly the deceased was also having a valid driving license, however, in the connected appeal bearing M.A. no. 140 of 2018, this issue has neither been raised nor controverted. Another aspect of the matter is that that though the deceased is stated to have died on account of accident on 21.12.2013 and the Judgment/ Award was passed by the learned court below on 12.10.2017, still the claimants, including the widow and minor children of the deceased as also his aged parents, are yet to receive the compensation awarded by the learned Claims Tribunal inasmuch as the petitioners have failed to pay a single penny to them even after lapse of about 8 1/2 years.

13. At this juncture, we deem it apt to refer to a judgment rendered by the Hon'ble Apex Court in the case of ***Shalini Shyam Shetty v. Rajendra Shankar Patil***, reported in ***(2010) 8 SCC 329***, wherein the Hon'ble Apex Court has examined the scope of the High Court's power under Article 227 of the Constitution of India and has held as follows:-

“Article 227 can be invoked by the High Court suo



motu as a custodian of justice. An improper and a frequent exercise of this power will be counterproductive and will divest this extraordinary power of its strength and vitality. The power is discretionary and has to be exercised very sparingly on equitable principle. This reserve and exceptional power of judicial intervention is not to be exercised just for grant of relief in individual cases but should be directed for promotion of public confidence in the administration of justice in the larger public interest whereas Article 226 is meant for protection of individual grievances. Therefore, the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline. The object of superintendence under Article 227, both administrative and judicial, is to maintain efficiency, smooth and orderly functioning of the entire machinery of justice in such a way as it does not bring it into any disrepute. The power of interference under Article 227 is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court.”

14. Having regard to the facts and circumstances of the case, we are of the considered opinion that in absence of the petitioners having alleged any fraud to have been committed by



any of the parties in obtaining the impugned award dated 13.07.2019 as also for the reasons mentioned hereinabove, the writ petition is *sans* any merit, hence the same stands dismissed.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

rinkee/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	19.05.2022
Transmission Date	NA

