

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.24529 of 2013

(Through Hybrid mode)

National Insurance Company Ltd. Petitioner

Ms. Mrinalini Padhi, Advocate

-versus-

***Manager, AXIS Bank Ltd. and Opposite Parties
others***

None

CORAM: JUSTICE ARINDAM SINHA

**ORDER
07.07.2022**

Order No.

07. 1. Ms. Padhi, learned advocate appears on behalf of petitioner. Private opposite party goes unrepresented.
2. Order sheet reveals on 28th June, 2022 petitioner and private opposite party were heard. Private opposite party's contention was recorded in said order. On 5th July, 2022, private opposite party went unrepresented. Text of said order is reproduced below.

“1. Ms. Padhi, learned advocate appears on behalf of petitioner while private opposite party goes unrepresented.

2. List on 06th July, 2022 under same heading. It is made clear, in event private opposite party continuous to go unrepresented on adjourned date or thereafter, the writ petition is likely to be decided ex-parte.”

3. Ms. Padhi submits, she is ready to argue, has answer to the contentions raised by private opposite party and recorded in order dated 28th June, 2022. The adjudication is being proceeded with ex-parte. She submits, the award was based on duly executed terms of settlement. Under sub-section (2) of section 21 in Legal Services Authorities Act, 1987 it is mandated that every award made by a Lok Adalat shall be final and binding on all parties to the dispute and no appeal shall lie in any Court against the award. She submits further, that said there is no infirmity in the award for interference in writ jurisdiction. The parties were before the Lok Adalat. The Lok Adalat got the parties to arrive at settlement, duly executed. The settlement was in respect of the public utility insurance service provided under clause (b) in section 22A.

4. Submissions made on behalf of petitioner are accepted. The Lok Adalat had directed the Commissioner to disburse Rs.2,80,000/- along with accrued interest. In the counter of private opposite party, in paragraph 8, inter alia, following has been said.

“8. xx xx xx As such by the consent of parties, the principal awarded compensation amount had been reduced to Rs.2,80,000/- from Rs.3,91,358/- by the Hon’ble High Court and accordingly the said principal compensation amount along with accrued interest had been disbursed to the claimant/opp. Party No.2 by the court below.”

5. Impugned order dated 18th September, 2013 directing recovery of Rs.3,69,600/- from petitioner’s banker is set aside and quashed.

6. The writ petition is allowed and disposed of.

(Arindam Sinha)
Judge

RKS

