

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.21014 of 2016
(Through Hybrid mode)

Prfulla Kumar Sethi

....

Petitioner

Mr. N.P.Patra, Advocate

-versus-

Pabitra Narayan Bal and others

....

Opposite Parties

None

CORAM: JUSTICE ARINDAM SINHA

ORDER
31.03.2022

Order No.

03.

1. Mr. Patra, learned advocate appears on behalf of petitioner and submits, impugned order dated 27th February, 2015 passed by the Lok Adalat should be set aside and quashed. There was no compromise.

2. He refers to order sheet of the Lok Adalat annexed to the petition. He submits, on 30th January, 2015 there was direction for issuance of notice. No notice was issued to his client. A terms of settlement was filed bearing forged signature of his client. On that basis impugned order was passed. He draws attention to the compromise (at page-11) and submits, it too bears forged signature of his client. His client was in Rourkela at the material time and had no knowledge about the proceeding and alleged compromise.

3. On query from Court he submits, by the compromise title was conveyed to opposite party nos.1 and 2. Opposite

party no.2 is father of opposite party no.1, who was minor at the time the fraudulent settlement was submitted to the Lok Adalat.

4. The file shows that there has been service on opposite party nos.1 and 2. They go unrepresented.

5. Court presumes that opposite party nos.1 and 2 go unrepresented because they will not be able to prove that there was service on petitioner as directed by the Lok Adalat. Furthermore, subject matter of the compromise appears to be beyond definition of 'public utility service' given in clause-(b) of section 22A, Legal Services Authorities Act, 1987.

6. Impugned order is set aside and quashed.

7. The writ petition is disposed of.

(Arindam Sinha)
Judge

RKS