

IN THE HIGH COURT OF ORISSA AT CUTTACK

**W.P.(C) No.14713 Of 2022
(Through hybrid mode)**

Nirakar Dash and another ***Petitioners***

Ms. Samapika Mishra, Advocate

-versus-

Jayanta Kumar Dash ***Opposite Party***

Mr. Satyanarayan Mishra, Advocate

CORAM: JUSTICE ARINDAM SINHA

Order
No.

ORDER
01.08.2022

4. 1. Ms. Mishra, learned advocate appears on behalf of petitioners and submits, the suit of her clients was decreed on compromise behind their back. Her clients did not appear before the Lok Adalat and hence, there should be interference to strike down order dated 17th April, 2011 decreeing in the suit in terms of alleged compromise.
2. She submits further, recently private opposite party commenced construction on her clients' plot. Her clients knew status quo order in the suit was continuing. On instructing steps be taken in the suit, they found the suit has been decreed, hence, they are before the High Court. She relies on judgment of the Supreme Court in **Bhargavi Constructions v. Kothakapu Muthyam Reddy** reported in **(2018) 13 SCC 480** to submit, the writ petition is maintainable

against private opposite party since, her clients' grievance is against the Lok Adalat.

3. Petitioners have annexed order sheet in the suit. It appears therefrom, the plaint was presented on 24th August, 2009. On 7th January, 2010 written statement was filed and 21st January, 2010 fixed for settlement for issue. Issues were settled and the suit directed to be proceeded with for trial. Several adjournments were thereafter granted and on 23rd August, 2010 plaintiff sought further adjournment, praying for time to get ready for hearing of the suit. Then, on 28th September, 2010, plaintiff sought amendment of the suit, which was allowed but on omission to put in cost for carrying out the amendment, order directing amendment was recalled by order no.31 dated 3rd March, 2011. The suit was directed to be put up for hearing with both sides directed to come ready.

4. Orders no.32 dated 7th March, 2011 to impugned order dated 17th April, 2011 are extracted from the order sheet and reproduced below.

“Order No.32, dtd 07.03.2011

Both plaintiffs and defendant jointly filed a compromise petition being identified by both sides advocates. Copy of voter Id are filed. Put up the case record on 16.3.11 with office note.

Sd/-

C.J.S. D. Anandapur

“Order No.33, dtd 16.03.2011

Advocates from both sides are present. Seen office note. Put up on 24.3.11 for consideration of compromise petition when parties to remain present physically.

Sd/-

C.J.S. D. Anandapur

“Order No.34, dtd 23.03.2011

Advocates from both sides are present. Both plaintiffs and defendants are present and filed affidavit as per office note. Put up on 4.4.11 for perusal of compromise petition and order.

Sd/-

C.J.S. D. Anandapur

“Order No.35, dtd 04.04.2011

Advocates for defendants is present. Put up the case record in Mega Lok Adalat on 17.4.11 for consideration of the compromise petition. When parties to remain present asked both the counsels to instruct parties to come in Lok Adalat.

Sd/-

C.J.S. D. Anandapur

“Order dtd 17.04.2011

The record is put up before the Lok Adalat for

consideration of the compromise petition filed on 7.3.2011. Both the parties are present and file separate Haziras.

Heard both the sides. Perused the compromise petition and the pleadings. Contents of the compromise petition is read over correct and they agree to the terms and condition of the compromise. As the parties have amicably settled their disputes, the petition to compromise is allowed. Hence the suit is decreed in terms of compromise. The compromise petition be made part of the decree parties to bear their own cost.”

5. The record in order sheet regarding filing of compromise petition, presence of both parties on several dates, leading to posting the suit to be decreed on compromise by the Lok Adalat, appears to have happened to the knowledge of petitioners. This inference is supported by petitioners’ not having taken any step whatsoever in the suit thereafter, till presenting this writ petition on 9th June, 2022. Assuming petitioners had not joined in the compromise, they thereafter did not enquire about their suit. Nothing was done by petitioners. Court is convinced they were aware that the suit stood decreed on compromise.

6. The writ petition is without merit. It is dismissed.

(Arindam Sinha)
Judge

