

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.21247 of 2021
(Through Hybrid mode)

Harekrushna Das and others ***Petitioners***

Mr. Maheswar Mohanty, Advocate

-versus-

Suryakanta Dash and others ***Opposite Parties***

CORAM: JUSTICE ARINDAM SINHA

ORDER
25.07.2022

Order No.

03. 1. Mr. Mohanty, learned advocate appears on behalf of petitioners and submits, his clients are affected by order dated 19th February, 2021 made by the Permanent and Continuous Lok Adalat (PCLA) recording partition by compromise of joint family property. He submits, his clients are co-sharers but, without making them parties and behind their back, the order was obtained. He demonstrates service attempted twice over. On 2nd attempt opposite party nos.2 and 5 have been served. Service of postal articles in respect of opposite party nos.1, 3 and 4 were returned with endorsement, left without instructions. He relies on judgment of the Supreme Court in **M/s Madan and Co. v. Wazir Jaivir Chand**, reported in **AIR 1989 SC 630**, paragraph 6 wherefrom, following passage is extracted and reproduced below.

“6. xx xx xx But, as against this, if a registered letter addressed to a person at his residential address does not get served in the normal course and is returned, it can only be attributed to the addressee’s own conduct. If he is staying in the premises, there is no reason why it should not be served on him. If he is compelled to be away for some time, all that he has to do is to leave necessary instructions with the postal authorities either to detain the letters addressed to him for some time until he returns or to forward them to the address where he has gone, or to deliver them to some other person authorized by him. In this situation, we have to chose the more reasonable, effective, equitable and practical interpretation and that would be to read the word “served” as “sent by post”, correctly and properly addressed to the tenant, and the word ‘receipt’ as the tender of the letter by the postal peon at the address mentioned in the letter. No other interpretation, we think, will fit the situation as it is simply not possible for a landlord to ensure that a registered letter sent by him gets served on, or is received by, the tenant.”

Court accepts good service in respect of all opposite parties, who go unrepresented.

2. Section 22A in Legal Services Authority Act, 1987 is the definitions section regarding ‘Permanent Lok Adalat’. Clause (a) says ‘Permanent Lok Adalat’ means a Permanent Lok Adalat established under sub-section (1) of section 22B. Clause (b) gives meaning to ‘public utility service’. Section 22B provides that Permanent Lok Adalats will be for exercising such jurisdiction in respect of one or more public utility services.

3. Impugned order recording compromise of joint family property partition does not appear to be a compromise in respect of public utility service. The PLA was completely beyond its jurisdiction in allowing parties before it to obtain impugned order from it.
4. Impugned order is set aside and quashed.
5. The writ petition is disposed of.

(Arindam Sinha)
Judge

RKS

