

IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.18474 of 2019
(Through Hybrid mode)

Senior Chief Engineer (Electrical) Petitioners
and another

Mr. S.K.Pattanaik, Advocate

-versus-

Kalpalata Khuntia and another Opposite Parties

Mr. S.K.Mishra, Advocate

CORAM: JUSTICE ARINDAM SINHA

ORDER
09.03.2022

Order No.

04. 1. Mr. Pattnaik, learned advocate appears on behalf of petitioner and submits, impugned is award dated 4th April, 2019 made by permanent Lok Adalat. He submits, it will appear on the face of the award it is in respect of the contract for annual maintenance of air conditioners. The award contains alleged dues payable by his client under the contract as well as compensation. He relies on views expressed by a Division Bench of this Court in the **Dean and Principal, M.K.C.G. Medical College and Hospital v. Bijay Kumar Patnaik**, reported in **AIR 2013 Orissa 91**, paragraphs 11 to 13.

2. Mr. Mishra, learned advocate appears on behalf of opposite party no.1 and submits, petitioner must approach the

Lok Adalat by way of review. He submits, that is law declared by the Supreme Court.

3. On query from Court he relies on sections 21 and 22(e) in Legal Services Authorities Act, 1987 to submit, every award of the Lok Adalat shall be deemed to be a decree and as such there can be review.

4. Perused impugned award. In **M.K.C.G. Medical College and Hospital** (supra). Clause-(b) in section 22 was relied upon for definition of public utility service. The meaning given under the clause does not include annual maintenance contracts.

5. It appears the award was made wholly without jurisdiction. It is set aside and quashed. This will not prevent seeking remedy on breach of contract.

6. The writ petition is disposed of.

(Arindam Sinha)
Judge

RKS