



C.R.P.No.144 of 2020
and C.M.P.No.797 of 2020

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 26.10.2022

DELIVERED ON : 08.11.2022

CORAM :

THE HONOURABLE MRS. JUSTICE **R.HEMALATHA**

C.R.P.No.144 of 2020

and

C.M.P.No.797 of 2020

R. Sakthivel

... Petitioner

Cause title accepted vide Court order dated 02.01.2020 made in CMP
No.27878 in CRP S.R. No.146287/19.

Vs.

1. S. Balaji
2. K. Sulochana
3. Sahara Banu
4. G. Srinivasan
5. The Sub Registrar
The Sub Registrar Office
Dharmapuri

... Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the
Constitution of India against the settlement dated 25.02.2016 passed in
O.S. No.31/2014 by the Lok adalat in Lok adalat Case No.34/2016 on
the file of the District Munsif Court, Dharmapuri.

For Petitioner : Mr.I. Abrar Mohamed Abdullah

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For R1, R3 & R4 : Mr. N. Manoharan

ORDER

The present Civil Revision Petition is filed against the settlement dated 25.02.2016 passed in O.S. No.31/2014 by the Lok adalat in Lok adalat Case No.34/2016 on the file of the District Munsif Court, Dharmapuri.

2. For the sake of convenience the parties are referred to as per their ranking in the trial court in the Original Suit and in appropriate places, their ranking in the present petition would also be indicated.

3. The revision petitioner is the 2nd defendant in O.S.No.31/14 on the file of the District Munsif, Dharmapuri. The 1st respondent/plaintiff filed the suit for declaration and permanent injunction and for other consequential reliefs.

4. The case of the plaintiff in brief in O.S. No.31/14:



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The 1st defendant is the step mother of the plaintiff. The 2nd defendant is the purchaser of the suit property from the 1st defendant. Initially, after the demise of the plaintiff's father on 17.04.2005, the 1st defendant had gifted the suit property vide a gift deed dated 06.02.2009 to the plaintiff out of love and affection. Later there was a strained relationship between the plaintiff and his step mother, the 1st defendant. The 1st defendant cancelled the gift deed unilaterally on 15.02.2011 and executed a sale deed favouring the 2nd defendant on 31.01.2012. Therefore the plaintiff had prayed for the following reliefs:

- i. Declaring the cancellation deed executed by the 1st defendant in respect of the suit property as null and void.
- ii. Declaring the Sale deed executed by the 1st defendant in favour of the 2nd defendant on 31.01.2012 is null and void.
- iii. Granting perpetual injunction restraining the defendants from causing disturbance to the peaceful possession and enjoyment of the plaintiff in the suit property.
- iv. Awarding costs.



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5. Written statement was filed by the 2nd defendant denying all the allegations of the plaintiff. This suit was referred to the Lok Adalat on 25.02.2016 in which as per the terms of settlement signed by the plaintiff as well as the 2nd defendant, it was agreed that a sum of Rs.18,50,000/- was paid as consideration for the suit property by the plaintiff to the 2nd defendant and therefore it was agreed that the cancellation of gift deed dated 15.02.2011 would be treated as null and void and also the sale deed executed by the 1st defendant in favour of the 2nd defendant would become void in the light of the agreed terms of the settlement. It was also agreed that all the relevant parent documents, patta, chitta, adangal, etc., were to be handed over to the plaintiff and the 2nd defendant would have no right over the suit property. This settlement in Lok Adalat is under challenge in the present Civil Revision Petition.

6. Heard Mr.I. Abrar Mohamed Abdullah, learned counsel appearing for the petitioner and Mr. N. Manoharan, learned counsel appearing for the respondents 1,3 and 4.



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7. The learned counsel for the revision petitioner relied on the decision in *Bhargavi Constructions and another vs. Kothakapu Muthyam Reddy and others* reported in (2018) 13 SCC 480 and *M.Antonysamy vs. S. Mumtaj and others* reported in (2019) 5 CTC 522 and contended that the High Courts had powers to interfere with the Lok Adalat Award wherein it has been established that fraud has been played on the affected party by the other party and the Lok Adalat Award had been given without knowing about the fraud.

8. The petitioner's main contention in the present petition is that there was a rank violation of the provisions contained in Section 20(4) of the Legal Services Authorities Act, 1987. This provision clearly mandates that every Lok Adalat while determining any reference made before it under the Act should be guided by the principles of Justice, equity, fair play and settlement. The 2nd respondent/1st defendant was not at all a party to the Award and both the respondents had joined hands together using clandestine methods to deceive the petitioner and deny his legal rights. Therefore, he had sought for setting aside the Lok Adalat



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9. The learned counsel for the revision petitioner drew the attention of this Court to the undertaking letter dated nil signed by the plaintiff/1st respondent in which the Lok Adalat settlement was referred to and the 1st respondent clearly states that Rs.18,50,000/- mentioned in the Lok Adalat settlement was never transacted and that the amount would be paid to the revision petitioner within 3 months. In the same undertaking deed there were endorsements dated 05.03.2016 & 25.05.2016 which read as Rs.1,00,000/- and Rs.50,000/- as having been paid to the petitioner/2nd defendant from the total amount of Rs.18,50,000/- . In the undertaking letter dated 15.06.2016, the 1st respondent/plaintiff had acknowledged that Rs.17,00,000/- was the balance outstanding to be paid to the petitioner before 31.07.2016. In the third undertaking deed dated 26.12.2018 signed by both the parties i.e., the present revision petitioner and the plaintiff, it was acknowledged that out of Rs.18,50,000/- due, Rs.4,50,000/- was already paid to the petitioner and only Rs.14,00,000/- was to be paid and the 1st respondent



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had promised to pay it within one month's time. Therefore, according to the counsel the content in the Lok Adalat settlement that Rs.18,50,000/- was already paid by the 1st respondent/plaintiff to the revision petitioner/2nd defendant is false and taking into consideration the contents of all the three undertaking deeds this petition to set aside the Lok Adalat Award has to be allowed. The learned counsel for the revision petitioner also referred to a cheque dated 18.07.2019 for Rs.5,00,000/- issued by the 1st respondent in favour of the petitioner which was dishonoured for the reason insufficient funds.

10. Per contra, Mr. N. Manoharan, learned counsel appearing for 1st respondent contended that the Award passed in the Lok adalat is valid and cannot be challenged upon at a later on flimsy grounds and that too based on undertaking deeds which are all subsequent to the date of Lok adalat Award. He had also questioned the genuineness of all these undertaking deeds. Therefore, he argued that the Civil Revision Petition is liable to be dismissed.



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11. It is well settled that functions of Lok Adalat are related purely to conciliation and must be based on compromise or settlement between the parties and in case no compromise or settlement is arrived at the case records must be returned to the Court from which the reference was made.

12. Going through the submissions of both the counsels and carefully scrutinising the contents of the Lok Adalat Award it is clear that the petitioner had agreed for the cancellation of the cancelled gift deed and the subsequent sale deed in his favour. He had also agreed having received a sum of Rs.18,50,000/- as consideration for the suit property and relinquished his right over the suit property. He further agreed that he had handed over the parent title deed to the 1st respondent/plaintiff and it was for the 1st respondent to get the mutation of records in the Revenue department. In such circumstances, crying foul over the Lok Adalat Award in the Civil Revision Petition is to be construed as a clear abuse of process of law. Even assuming that the contents of undertaking deeds which are subsequent to the Lok Adalat Award are genuine, it only



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clearly shows that misrepresentation of facts was done not only by the 1st respondent but by the petitioner/2nd defendant also and therefore his contention that this court can interfere in the said matter is absolutely unreasonable. The decision relied on by the counsel for the revision petitioner would not apply in the instant case with the petitioner also being a party to the alleged misrepresentation of facts and therefore at the instance of the petitioner the Lok Adalat Award cannot be set aside. Moreover, the 1st defendant in the suit though not a party to the Lok Adalat settlement had not challenged the Award. This is because she had conveyed the title of the property first through the gift deed and then after the cancellation of the same executed a sale deed in favour of the 2nd defendant (who is the present petitioner). Therefore, she is not a necessary party in the Lok Adalat Award. In such circumstances, the Civil Revision Petition fails and is therefore, dismissed.

13. In the result,



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- i. the Civil Revision Petition is dismissed. No costs. Consequently connected miscellaneous petition is dismissed.
- ii. The settlement dated 25.02.2016 passed in O.S. No.31/2014 by the Lok adalat in Lok adalat Case No.34/2016 on the file of the District Munsif Court, Dharmapuri , is upheld.

08.11.2022

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
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R. HEMALATHA, J.
bga

To,

The District Munsif, Dharmapuri.

Pre-delivery order in

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