

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

108

**CWP-5155-2020 (O&M).
Date of Decision: 13.09.2022.**

Sunita and others

...Petitioners

Versus

The Presiding Officer, Motor Accident Claims Tribunal and others

...Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: Mr. Rakesh Kumar Sharma, Advocate for the petitioners.

VINOD S. BHARDWAJ. J.

CM-12813-CWP-2022

The instant application has been filed under Section 151 of the Civil Procedure Code, for placing on record the photocopy of the impugned award dated 31.01.2017, passed in MACT No.49 of 2016 as Annexure P-3.

Learned counsel appearing on behalf of the applicants-petitioners contends that that on account of inadvertence, the award of some other case bearing MACT No.48 of 2016 had been appended as Annexure P-2 and that the correct award which is required to be adjudicated upon is award passed in MACT No.49 of 2016.

The application is allowed, as prayed for, subject to all just exceptions.

The photocopy of the impugned award dated 31.01.2017, passed in MACT No.49 of 2016 is take on record as Annexure P-3.

The Registry is directed to tag the same at appropriate place.

Main case

The instant writ petition raises a challenge to the award dated 31.01.2017 passed in MACT No.49 of 2016 titled as “Sunita and others Vs. Kuldeep and others,” whereby the claim petition preferred by the petitioners under Sections 166 and 140 of the Motor Vehicle Act, 1988 was settled and a compensation of Rs.15,00,000/- (Rupees Fifteen Lacs only) was awarded to the petitioners-claimants as full and final satisfaction of the claimed amount. The said award was passed in the Daily Lok Adalat by the Motor Accident Claims Tribunal, Daily Lok Adalat, Karnal.

Learned counsel appearing on behalf of the petitioners contends that the petitioners were fraudulently persuaded by their lawyer to enter into the settlement even though amount of compensation agreed upon is on the lower side. He adverts to the merits of the claim and highlights the hardships faced by the petitioners due to the untimely demise of Shambhu, the husband of petitioner No.1 and father of petitioner Nos.2 and 3.

It is, however, not disputed by the learned counsel that even though the award was passed in the year 2017, the petitioners had not raised any dispute qua the same. He also does not dispute that the said award has already been acted upon and the respondents have deposited the amount awarded against them. He also does not dispute the fact that

counsel for the petitioners had actually agreed to the settlement and that no application had been moved by them to object to the said settlement. First time challenge is being raised to the award by means of filing the instant writ petition only.

I have heard the learned counsel appearing on behalf of the petitioners at length and have gone through the petition as well as the award dated 31.01.2017 that is under challenge after more than five years.

The arguments advanced by the learned counsel have failed to convince this Court and are apparently an after-thought. Any such ground which is an afterthought cannot be relied upon for the purposes of reopening a settlement that has attained finality and the parties have stood by the said settlement for a period of more than five years. A persuasion by the counsel to his client cannot be perceived as a fraud. The same is rather an information given by the counsel at the said stage pointing out the pros and cons of the settlement and the amount. It cannot be labeled as fraud or practicing undue influence. The very object of Lok Adalat is to end a litigation by persuading and convincing parties for a settlement. An agreement arrived at by the petitioners under the given set of circumstances cannot be said to be a bad decision merely due to changed circumstances.

Even otherwise, there is no allegation of fraud or wrongful influence exercised by the concerned Advocate. In such circumstances, the plea raised by learned counsel appearing for the petitioners cannot be accepted.

Furthermore, the Hon'ble Supreme Court in the matter of **Civil Appeal No.522 of 2008, decided on 18.01.2008 titled as "State of**

Punjab and another Vs. Jalour Singh and others,” has held that the award is made by the Lok Adalat as per settlement amongst parties and it does not decide the lis sans voluntary compromise/settlement amongst the parties.

The relevant extract of the same is reproduced herein below:-

“8. It is evident from the said provisions that Lok Adalats have no adjudicatory or judicial functions. Their functions relate purely to conciliation. A Lok Adalat determines a reference on the basis of a compromise or settlement between the parties at its instance, and put its seal of confirmation by making an award in terms of the compromise or settlement. When the Lok Adalat is not able to arrive at a settlement or compromise, no award is made and the case record is returned to the court from which the reference was received, for disposal in accordance with law. No Lok Adalat has the power to "hear" parties to adjudicate cases as a court does. It discusses the subject matter with the parties and persuades them to arrive at a just settlement. In their conciliatory role, the Lok Adalats are guided by principles of justice, equity, fair play. When the LSA Act refers to 'determination' by the Lok Adalat and 'award' by the Lok Adalat, the said Act does not contemplate nor require an adjudicatory judicial determination, but a non-adjudicatory determination based on a compromise or settlement, arrived at by the parties, with guidance and assistance from the Lok Adalat. The 'award' of the Lok Adalat does not mean any independent verdict or opinion arrived at by any decision making process. The making of the award is merely an administrative act of incorporating the terms of settlement or compromise agreed by parties in the presence of the Lok Adalat, in the form of an executable order under the signature and seal of the Lok Adalat.

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12. It is true that where an award is made by Lok Adalat in terms of a settlement arrived at between the parties, (which is duly signed by parties and annexed to the award of the Lok Adalat), it becomes final and binding on the parties to the settlement and becomes executable as if it is a decree of a civil court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be done only by filing a petition under Article 226 and/or Article 227 of the Constitution, that too on very limited grounds.”

A challenge would lie only in a limited set of circumstances including a proven fraud or where the award is not an outcome of settlement but is an adjudication of the lis. However, a feeling of a dissatisfaction from the amount due to subsequent circumstances or influence or even a perception of an unfair settlement is not an act of fraud. A finalized settlement could not be permitted to be re-opened for intangible cause or for the cause of sympathy as it erodes the object of law and would dissuade parties to enter into a settlement.

The present petition is seemingly an attempt on the part of the petitioners to seek to reopen a settlement that had been voluntarily arrived at and had been accepted by the Daily Lok Adalat.

There is nothing on record to show that there was any element of fraud on the petitioners or that the Lok Adalat has passed the award without an agreement amongst the parties. The fact that the petitioners accepted the award and remained quiet for a period of more than 5 years shows that the settlement was voluntary and had been accepted by the petitioners.

The present petition is accordingly dismissed.

September 13, 2022
raj arora

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No