

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13275 of 2019

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1. Vijay Anand Singh Son of Manohar Singh Resident of Village- Chandeli, Karmanchak, P.S.- Bhawanipur District- Purnea.
 2. Pramod Kumar Sahu @ Pramod Narayan Sahu Son of Late Gokhul Prasad Sahu Resident of Village- Basantpur, Khagra Tola, Parwatta, P.S. Parwatta (Naugachhia), District- Bhagalpur.
 3. Deepak Kumar Sahu Son of Late Gokhul Prasad Sahu Resident of Village- Basantpur, Khagra Tola, Parwatta, P.S. Parwatta (Naugachhia), District- Bhagalpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Collector, Purnea.
2. Ishwar Mandal Resident of Village- Paschim Bhatsara, P.S. Barhara Kothi, District- Purnea.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Kumar Uday Singh, Advocate
For the State	:	Mr. Raj Kishore Roy (Gp18)
For respondent No.2	:	Mr. Nadimul Hasan, Advocate

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL JUDGMENT

Date : 21-02-2024

On 23.01.2024, this case was adjourned for filing counter affidavit by the respondent no.2 but no counter affidavit was filed by the respondent No.2. Thereafter, on 06.02.2024, the following order was passed :-

“Heard the parties.

2. One last chance is given to learned counsel for the respondent no.2 for filing counter affidavit.

3. List this case after two weeks.

4. If the counter affidavit is not filed on or before the next date of hearing, the case shall be disposed of on the basis of materials available on record.”



2. Today also, learned counsel for the petitioner submits that he has no instruction in the matter and respondent no.2 submits that his client is not responding.

3. In these circumstances, this Court has no other option but to hear this writ petition. Hence, this writ petition is being heard and disposed of on the basis of the materials available on record, as directed earlier.

4. That this writ application is being filed for the following reliefs :-

1. Quashing the order dated 23.12.1999 of the learned Lok Adalat, Purnea in Title Suit No. 524 of 1999 and the Award dated 23.12.1999 prepared in the said suit, both annexed herewith and marked as annexure-3.

2. For direction the Chiarman, District Legal Services Authority, Purnea to make inquiry if necessary and to take legal action against the respondent no.2 for producing Vakalatnama and compromise petition in T.S. No. 524 of 1999 containing the forged signature of the defendant/ petitioner no.2 and obtaining the impugned order and award fraudulently from the Lok Adalat.

3. That the dispute in this case relates to 0.83 acres of the following lands.

5. In the present case, the dispute relates to a land appertaining to Khata No. 183, Plot Nos.287, 278, Thana no.310, Mauza – Chandeli Karmanchak, Area -0.83 acres situated in the district of Purnea.

6. It is the case of the petitioner that in the Khatian the aforesaid lands/plots are recorded in the name of Pramod Narayan Sahu (petitioner No.2), who was admittedly the owner of the



aforesaid land having right, title, interest and possession over the same. Subsequently, petitioner no.2 sold the entire plot nos. 287 and 278 of Khata no. 183 to different persons including the petitioner no.1, Vijay Anand Singh, who purchased 1.66 acres of land by registered sale deed dated 22.12.2014 and came in possession of the same and is still in possession. However, in the month of August 2018, the respondent No.2 and the sons of one Mahabir Mandal started threatening the petitioner no.1 of dire consequence if he will not vacate the land in dispute. According to them, they have title over the said land based upon orders and awards passed in T.S. No.524/99 and T.S. No.525/99 of the Lok Adalat.

7. It is also the case of the petitioners that when the petitioner no.1 came to know about this fact, he contacted his vendor, i.e., petitioner nos.2 and 3. Thereafter, the petitioners applied for certified copies of the orders passed in Title Suit as well as the certified copy of the plaint and compromise petition filed in the Title suit and other documents but the same are not made available to the petitioners. It is also the case of the petitioners that Ishwar Mandal and Mahavir Mandal were previously Karpardars of the petitioner No.2, who retired as Assistant General Manager from Bokaro Steel Plant and since the land is in dispute being far away from the place of work of the petitioner no.2, he engaged said Ishwar



Mandal and Mahavir Mandal to look after his landed properties situated at Vill.- Chandeli Karmanchak.

8. It is also the case of the petitioners that they applied for certified copy of the orders as well as the award passed in Title Suit No.524 of 1999 and 525 of 1999 but the same were not made available to them. It is also the case of the petitioners that a bare perusal of the compromise petition and the Vakalatnama purportedly filed on behalf of the defendant, petitioner no.2 in the title suit, it will be clear that not only the name of petitioner no.2 has been wrongly mentioned but the signatures also differs from the signature found in the sale deed executed in favour of the petitioner no.1 and the vakalatnama filed in the present case. Thus the signatures of the petitioner no.2 in the compromise petition and the vakalatnama filed in the suit are all forged and fabricated. The petitioner no.2 asserts that he had no knowledge or notice about the suit nor he ever engaged any lawyer in the suit or signed any vakalatnama or compromise petition in the suit.

9. Learned counsel for the petitioners submits that the respondent no.2 along with one Mahabir Mandal in order to grab the land in dispute on the basis of forged and fabricated signatures of the petitioner no.2 on the vakalatnama and the compromise petition, has fraudulently obtained the impugned order and award dated 23.12.99



in T.S. No.524/99 which are ab initio void illegal. He further submits that apart from the apparent forgery and fraud committed by the respondent no.2 in the present case, there are other glaring features, irregularities and issues also involved in this case. After filing the suit on 14.12.99 before the learned Sub-Judge-I, Purnea, the plaintiff was absent on three consecutive dates, i.e., 15.12.1999, 16.12.1999 and 17.12.1999 and on these three dates, direction was issued by the Court below to deposit the process for issuance of summons but there is nothing in the ordersheet to show that the same was every deposited and issued by the office. Thereafter, surprisingly on the very next date, i.e., on 20.12.99 there is an order which reveals that the defendant has appeared by filing vakalatnama along with compromise petition. Thereafter, on the very next date, i.e, on 23.12.99, the compromise petition is accepted by the Lok Adalat and the award is prepared and signed.

10. Learned counsel for the petitioners further submits that there is nothing on record to show that either the learned Sub-Judge, I, Purnea or the Lok Adalat ever verified as to the real identity of the defendant, who apparently appeared by filing vakalatnama and compromise petition without any issuance and service of summons upon him. The award does not bear the signature of the purported defendant/ petitioner no.2 and there is nothing in the order sheet to



show that the defendant appeared in person before the Lok Adalat. That thus in view of the aforesaid facts available on record it has been submitted that since in the suit apparently no summons were issued and received by the defendant (petitioner no.2), the learned Court/Lok Adalat should not have accepted the compromise purportedly signed by the said defendant without verifying the real identity of the said defendant.

11. Learned counsel for the petitioner lastly submits that there is no deliberate delay or laches on the part of the petitioners in filing this writ petition as the petitioners got knowledge of the impugned order and award of the Lok Adalat in August, 2018 when the respondent no.2 tried to disturb the possession of the petitioner no.1 over the land in dispute claiming title over the same on the basis of the impugned order and award of the Lok Adalat, Purnea. Thereafter, the petitioners after obtaining the impugned order, award, plaint and compromise petition etc. filed the present case.

12. The State has no interest in the present matter as it is a private dispute.

13. I have heard learned counsel for the petitioners and the State.

14. It is an admitted position that the Award of the Lok Adalat has been passed on the basis of compromise petition. The



contention of the petitioners is that the signature of petitioner No.2 mentioned in the compromise petition is forged and fabricated, and therefore, the entire compromise and the Award passed by the Lok Adalat cannot be sustained. In the opinion of this Court, if the parties wanted to enter into a compromise, they would have entered into a compromise before the Court below itself and there was no occasion to refer the matter to the Lok Adalat. Before accepting the compromise petition, the Lok Adalat has not verified the identity of the person signing as defendant No.2 and in these circumstances, the impugned order dated 23.12.1999 passed by the Lok Adalat and the Award cannot be sustained.

15. In view of the aforesaid discussions, I am of the view that the impugned order dated 23.12.1999 and the Award dated 23.12.1999 cannot be sustained. Accordingly, the order dated 23.12.1999 passed by the Lok Adalat, Purnea in Titels Suit No.524 of 1999 and the Award dated 23.12.1999 passed by the Lok Adalat, Purnea are hereby quashed.

(Sandeep Kumar, J)

sanjeev/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	20.03.2024
Transmission Date	

