



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 10268 OF 2015

1] Vandana Dattatray Jamkhavale
Age : 55 years, Occu. Agri.

2] Sandeep Vasant Jamkavale
Age : 40 years, Occu. Agri.,

3] Dattatray Shivling Jamkavale
Age : 58 years, Occu. Agri.,

4] Mallikarjun Vasant Jamkavale,
Age : 44 years, Occu. Agri.,

All petitioners are R/o
Kharda, Tq. Jamkhed,
Dist. Ahmednagar

.. Petitioners

Versus

1] The State of Maharashtra,
Through : The Secretary,
Irrigation Department,
Mantralaya, Mumbai – 32

2] The Collector, Ahmednagar,
District – Ahmednagar

3] The Special Land Acquisition Officer,
No. 1, Ahmednagar

4] District Legal Services Authority,
Through its : Chairman,
District Judge, Ahmednagar,
District – Ahmednagar

5] The Executive Engineer,
M.I. Division No. 1,
Ahmednagar

.. Respondents

...
Advocate for petitioners : Mr. Ajeet B. Kale
AGP for the respondents 1 to 5 : Mr. V.M. Kagne
...

**CORAM : MANGESH S. PATIL &
PRAFULLA S. KHUBALKAR, JJ.**

**RESERVED ON : 20 JANUARY 2025
PRONOUNCED ON : 29 JANUARY 2025**

JUDGMENT (MANGESH S. PATIL, J.) :

By way of this petition under Article 226 of the Constitution, the petitioners are taking exception to the terms of settlement arrived at in a Lok Adalat held on 07-02-2011 (Exhibit - C), whereby reference preferred by them under section 18 of the Land Acquisition Act, 1894 for enhancement of the compensation which was numbered as Land Acquisition Reference No. 44 of 2008 on the file of the Court of Civil Judge Senior Division, Shirgonda, was disposed of by passing an award on the basis of the terms of settlement under challenge.

2. We have heard both the sides finally at the stage of admission.

3. Mr. Kale, learned advocate for the petitioner would take us through the record and proceedings of the reference Court and would submit that a Lok Adalat was organised under the provisions of Legal Services Authorities Act, 1987 (**Act of 1987**). There was no notice to the petitioners regarding the Lok Adalat. The petitioners were not served with any notice, as required by section 19 and 20 of the Act of 1987. Their matter was kept in the Lok Adalat for settlement without

their concurrence. The settlement was certified behind their back and without their signatures. It would be a forced settlement and, therefore, in absence of any notice to the petitioners and without their signatures, the terms of settlement certified by the Lok Adalat be quashed and set aside.

4. He would further submit that even the terms of settlement were not drawn in the format prescribed under Appendix I and in light of bar prescribed by section 21(2) of the Act of 1987, the petitioners can challenge the terms of settlement by invoking the powers of this Court under Articles 226 and 227 of the Constitution of India. Mr. Kale would also substantiate his arguments, by referring to the larger bench decisions of the Supreme Court in the matter of ***State of Punjab V. Jalour Singh and another; 2008 (2) SCC 660 and State of Punjab and others V. Ganpat Raj; AIR 2006 SC 3089.***

5. Learned AGP would submit that it is a matter of settlement arrived at before the duly constituted Lok Adalat. The petition is an afterthought. The terms of settlement bear signature of petitioner no. 1 and even the petitioners' learned advocate, who was representing them before the reference Court. He would submit that pursuant to such settlement arrived at, the award has been passed by the reference Court. Though the signatures of all the petitioners are not appearing on the terms of settlement, petitioner no. 1 can be said to

have signed for and on behalf of all of them when even the learned advocate representing them was also a signatory to the terms of settlement. He would submit that the terms of settlement were arrived at on 07-02-2011 and even the award was passed on the very day, in terms of such settlement and it was too late in the day for the petitioners to have raised the grievance after a lapse of more than 4 years.

6. We have considered the rival submissions and perused the papers.

7. At the outset, it is pertinent to observe that the scope for this Court to undertake and exercise the powers under Article 226 of the Constitution of India, in the matter of a settlement arrived at before the Lok Adalat, is very limited, as has been observed in paragraph no. 12 in the matter of **Jalour Singh** (supra). Conspicuously, the petitioners are not attributing any fraud or misrepresentation which allegations being serious, have to be strictly pleaded giving all the details. Going by the pleadings in the petition memo, based on only few technical issues that the petitioners are seeking to take exception to the impugned settlement viz, absence of notice to them of the Lok Adalat and taking up the matter by the Lok Adalat abruptly, absence of signatures of all the petitioners.

8. It is pertinent to note that the petition does not expressly deny the signature of the petitioner no. 1 on the terms of settlement and that of their learned advocate who was representing them before the reference Court. If at all this was the state-of-affair, in the absence of enough circumstances indicating fraud or misrepresentation, in the absence of specific stand and allegations in the writ petition disputing signature of petitioner no. 1 and that of the learned advocate of the petitioners, whom they had engaged in the reference before the reference Court and even without there being any explanation, in our considered view, the petitioners are not entitled to take exception to the terms of settlement.

9. Merely pointing out some procedural lapses, would not be sufficient to unsettle the terms of settlement arrived at before the Lok Adalat. To repeat, the terms of settlement purportedly bear signature of petitioner no. 1 and that of petitioners' learned advocate. There are no allegations to make out a case of fraud or misrepresentation. There is not even an explanation as to how these signatures appear on the terms of settlement which are apparently signed even by the learned Judge of the reference Court, the head of the panel, the Special Land Acquisition Officer as also his learned advocate. In our considered view, these are the circumstances which are eloquent enough to dismiss the petition.

10. Additionally, the fact that these settlements were arrived at on 07-02-2011, the award was passed on the very day, and still, the petition was filed as late as on 29-06-2015 almost 3-½ years thereafter, coupled with conspicuous absence in the petition of any explanation for the delay, rather expressly mentioning that it was filed within the stipulated period of limitation as mentioned in clause 16, would be an additional circumstance which would lend credence to our inference that the petition has been filed as an afterthought, without taking out any proceeding to the terms of settlement soon after those were certified.

11. In the matter of **Jalour Singh** (supra), the circumstances were peculiar. The parties were not present and only their counsels were present when the matter was taken up before the Lok Adalat and the High Court had repeatedly refused to examine the challenge put up by the claimants. In our considered view, the petitioners are not entitled to derive any benefit from this decision.

12. In the matter of **Ganpat Raj** (supra), referring to the provisions of section 20 of the Act of 1987, it was observed that there has to be a properly constituted reference to enable the Lok Adalat to dispose of the matter by way of settlement. In the process, amendment to the terms, compromise and settlement were discussed,

when in the matter in hand, the afore-mentioned circumstances are indicative of the fact of the petitioners having consented to the terms and conditions of settlement. They are not even entitled to take benefit of this decision either.

13. The petition is dismissed.

14. Rule is discharged.

[PRAFULLA S. KHUBALKAR]
JUDGE

[MANGESH S. PATIL]
JUDGE

arp/