

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.4161 OF 2024

Ankush Tukaram Pol ...Petitioner
vs.
Shivaji Tukaram Pol and another ...Respondents

Mr. Milind Deshmukh a/w. Mr. Shailesh Chavan, for the Petitioner.
Mr. Vaibhav Gargade a/w. Mr. P. Kharat, for the Respondents.

CORAM : N. J. JAMADAR, J.
RESERVED ON : JANUARY 29, 2025
PRONOUNCED ON: FEBRUARY 18, 2025

JUDGMENT

1. Rule. Rule made returnable forthwith. With the consent of the parties, heard finally at the stage of admission.
2. The petitioner/ defendant No. 1 takes exception to a compromise decree passed by the Lok Adalat on dated 22nd April, 2018 in RCS No. 17 of 2018.
3. The background facts can be stated as under:-
 - 3.1 The respondent Nos. 1 and 2 are the brothers of the petitioner. In the month of January, 2018 Respondent Non. 1 instituted a suit against the petitioner and respondent No. 2 for partition and separate possession of the properties i.e. Gat No. 1573 situated at village Mardi, Tal. Maan, Dist. Satara and Gat No. 318/2/C situated at Jadhavwadi, Tal. Malshiras, Dist. Solapur (the suit lands) asserting, inter alia, that the defendants declined to partition the

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suit lands.

3.2 On 24th April, 2018 the said suit was listed before Lok Adalat. The parties appeared before the Lok Adalat. After ascertaining the factum of settlement of the dispute, Lok Adalat passed a decree in accordance with the compromise pursis (Exh. 12). In terms of the said decree, each of the suit land was divided, by and large, in three equal parts, and allotted to the petitioner and respondent Nos. 1 and 2.

3.3 The petitioner executed a Sale Deed in favour of Bhagwat Pawar, professing to sale 40R land out of the suit land bearing Gat No. 318/2/C. The respondents resisted the mutation of the name of the purchaser to the record of right of the said land. Thereupon, notices were issued to te petitioner by the S.D.O., Malshiras.

3.4 It is the claim of the petitioner that, upon receipt of the said notice, the petitioner gathered the information and it transpired that the respondent Nos. 1 and 2 had fraudulently obtained the consent decree before the Lok Adalat. The petitioner has thus invoked the writ jurisdiction of this Court to set aside the consent decree passed by the Lok Adalat.

4. In the petition, the petitioner has, inter alia, averred that the suit properties are, in fact, self-acquired properties of the petitioner. The land bearing Gat No. 318/2/C was purchased by the petitioner

in his name and Sukhdeo Pol, respondent No. 2, and the land bearing Gat No. 1573 was purchased by the petitioner in his name and Shivaji Pol, respondent No. 1, only to facilitate the cultivation and management of the lands as the petitioner was residing in Mumbai, and abroad. The respondents had made the petitioner to sign the documents by misrepresenting that the suit lands were to be divided in equal portion. The petitioner had executed documents without reading the contents thereof. Neither all the joint family properties were brought in the common hotchpot nor all the sharers were impleaded in the suit. Thus, the compromise decree which was obtained by practicing fraud on the Court deserves to be set aside.

5. I have heard Mr. Milind Deshmukh, learned counsel for the petitioner, and Mr. Vaibhav Gargade, learned counsel for the respondents. With the assistance of the learned counsel for the parties, I have perused the material on record.

6. Mr. Deshmukh, the learned counsel for the petitioner, would urge that the compromise decree is *ex facie* fraudulent. Had the compromise pursis been filed before the regular Court, there would have been proper scrutiny of the legality of the compromise. It was further submitted that as the suit lands stood in the name of the petitioner, he would not have agreed to such an inequitable

distribution of the suit lands when it is the claim of the petitioner that he had acquired the suit lands. It was also urged that there was also suppression of facts in as much as a prior suit bearing RCS No. 300 of 2017 filed before the Court of Civil Judge, Dahiwadi was suppressed. In these circumstances, for the mere reason that the compromise pursis was filed before the Lok Adalat, the substantive rights of the petitioner cannot be impaired.

7. Mr. Vaibhav Gargade, learned counsel for the respondents, supported the impugned order.

8. To start with, it is necessary to note that the fact that on 12th April, 2018, RCS No. 17 of 2018 was placed before the Lok Adalat and it came to be decreed on the basis of the compromise pursis (Exh.12), as such, have not been put in contest. From the perusal of the orders passed by the Lok Adalat, it becomes evident that the learned Panel Judge has, in terms, recorded that the parties were present before the Lok Adalat along with their respective advocates. The parties admitted the contents of the compromise pursis (Exhibit "12") and execution thereof. And the parties had voluntarily entered into the compromise.

9. At this juncture, it is necessary to note the position in law as regards the sanctity of settlement arrived at before the Lok Adalat. Under section 21(1) of the Legal Services Authorities Act, 1987,

every award of the Lok Adalat shall be deemed to be a decree of a civil Court or, as the case may be, an order of any other Court. Under sub section (2) thereof, every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award. The award passed by Lok Adalat is thus final and binding on the parties thereto.

10. In the case of **State of Punjab and Anr. vs. Jalour Singh and Ors.**¹ a three Judge Bench of the Supreme Court considered the question as to finality of the award passed by the Lok Adalat. It was enunciated that, an award passed by the Lok Adalat becomes final and binding on the parties to the settlement and becomes executable as if decree of a civil Court and if any party wants to challenge such an award based on the settlement, it could be done only by filing petition under Article 226 and/or 227 of the Constitution of India and that too on very limited grounds.

11. The observations of the Supreme Court in paragraph 12 are instructive and hence extracted below:-

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. But where no compromise or settlement is signed by the parties and

1 (2008) 2 Supreme Court Cases 660.

the order of the Lok Adalat does not refer to any settlement, but directs the respondent to either make payment if it agrees to the order, or approach the High Court for disposal of appeal on merits, if it does not agree, is not an award of the Lok Adalat. The question of challenging such an order in a petition under Article 227 does not arise. As already noticed, in such a situation, the High Court ought to have heard and disposed of the appeal on merits.

(emphasis supplied)

12. The aforesaid judgment was followed by the Supreme Court in the case of **Bhargavi Construction and Another vs. Kothakapu Muthyam Reddy and Others**². The Supreme Court ruled that the aforesaid law laid down by the Supreme Court is binding on all the Courts in the country by virtue of the mandate of Article 141 of the Constitution of India.

13. The Supreme Court has in no uncertain terms held that an award passed by the Lok Adalat can be challenged only by filing a petition under Article 226 and/or Article 227 of the Constitution, and that too on very limited grounds.

14. In the light of the aforesaid exposition of law, reverting to the facts of the case, it has to be seen whether a case for setting aside the decree passed by the Lok Adalat pursuant to the compromise purshis (Exh. 12) is made out. It must be noted that the scope of interference with an award passed by the Lok Adalat, even in exercise of extra ordinary writ jurisdiction, is of restricted nature. Evidently, the Court cannot examine the matter like an appellate

2 (2018) 13 Supreme Court Cases 480.

court as if the entire issue is open before the Court. It is only in the cases like apparent and egregious fraud, irretrievable injustice to a party, the award is exfacie unlawful, the award has been passed in flagrant violation of the fundamental principles of the judicial process or it is in clear breach of the provisions of the Legal Services Authorities Act, 1987 and the rules framed thereunder, the High Court may, in exercise of the limited jurisdiction, interfere with the award of the Lok Adalat.

15. I have carefully perused the grounds in the petition. Evidently, the execution of the compromise pursis (Exh.12) has not been seriously contested. A ground that either the petitioner was not present before the Lok Adalat or the petitioner had not executed the compromise pursis (Exhibit "12") has not been taken in the petition. In this view of the matter, the Court has to lean in favour of the correctness of the facts recorded in the order of the Lok Adalat.

16. Conversely, the principal ground of challenge in the petition appears to be that the suit lands were the self-acquired properties of the petitioner and the respective suit land was nominally purchased in the name of respondent Nos. 1 and 2 along with the petitioner. An endeavour was also made to draw home the point that all the properties had not been brought in the common

hotchpot and other sharers were not impleaded as parties to the suit.

17. I am afraid, the aforesaid issues touch upon the merits of the claim. These grounds do not impair the legality and correctness of the proceedings before the Lok Adalat. The contention that the petitioner signed the documents under the impression that he was to get half portion of the suit lands, is again a matter which does not constitute a justifiable ground to question the legality and correctness of the compromise decree in exercise of a limited jurisdiction.

18. The conspectus of the aforesaid consideration is that no ground is made out to interfere with the compromise decree passed by the Lok Adalat in exercise of limited and extraordinary jurisdiction. The petition, therefore, deserves to be dismissed.

Hence, the following order.

ORDER

The petition stands dismissed.

Rule discharged.

No costs.

(N. J. JAMADAR, J.)