

Arun Sankpal

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**WRIT PETITION NO. 17189 OF 2024**

Vitthal Atmaram Poraji

..Petitioner

**Versus**

Nanda Anant Poraji

...Respondent

Mr. Yuvraj Narvankar, with Mayur Mohite, Ravi Vikey and Jayesh  
Bhosale, for the Petitioner.

ARUN  
RAMCHANDRA  
SANKPAL

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ARUN RAMCHANDRA  
SANKPAL  
Date: 2025.11.06  
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**CORAM: N. J. JAMADAR, J.**

**DATE : 4<sup>th</sup> NOVEMBER 2025**

**ORDER:**

1. Heard Mr. Narvankar, the learned Counsel for the Petitioner.
2. The Petitioner-Defendant takes exception to an Award dated 22<sup>nd</sup> April 2018 passed by the National Lok Adalat in RCS No. 316 of 2016.
3. Shorn of superfluities, the background facts can be stated as under:

3.1 The Respondent is the daughter-in-law of the Petitioner's brother late Bapu Atmaram Poraji. The Respondent instituted a Suit for specific performance of a contract to sell the land bearing Survey No. 251, Hissa No. 5/1/2 admeasuring admeasuring 27.30 R situated at Mouje Ghansar, Taluka Panvel, District Raigad ("the suit property"), with the assertion that on 28<sup>th</sup> September

2000 the Petitioner had executed a registered Agreement to Sell the suit property for a consideration of Rs.1,00,000/-. Part consideration of Rs.50,000/- was paid and the possession of the suit property was delivered to the Respondent thereunder. The Petitioner was to obtain the permission from the Competent Authority under Section 43 of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ("the MT & AL Act"). The Petitioner committed default in obtaining the permission and avoided the execution of the Sale Deed on one or the other pretext. Thus, the suit of specific performance.

3.2 In the said Suit, on 23<sup>rd</sup> March 2018, the learned Advocate for the parties made a joint submission before the Civil Court that the parties were exploring possibility of settlement of the dispute. On 14<sup>th</sup> April 2018 also such a joint submission was made on behalf of the parties and a request was also made that the Suit be placed before the Lok Adalat; which was scheduled to be held on 22<sup>nd</sup> April 2018.

3.3 On 22<sup>nd</sup> April 2018, the Petitioner, Respondent and their Advocates appeared before the Lok Adalat. A compromise pursis (Exhibit "20") was tendered before the Lok Adalat. On the basis of the compromise pursis and the statements, the Lok Adalat passed award.

3.4 Under the terms of the settlement, the Petitioner-Defendant agreed to convey half portion of the Suit land, i.e., 13.65 Guntha land, in favour of the Respondent. In view of the default on the part of the Petitioner in transferring the said land and execution of a Gift Deed of the suit property by the Petitioner in favour of his son, the Respondent took out the execution proceeding.

3.5 Asserting that the Petitioner became aware of the award and consequent decree in RCS No. 316 of 2016 only after the process was initiated for the execution of the decree, the Petitioner has invoked the writ jurisdiction. It is *inter alia* alleged that the National Lok Adalat has not followed the correct procedure. The compromise pursis does not bear the signature of the Advocate for the Defendant. Nor the contents of the compromise pursis were read over and explained to the Petitioner, who is an illiterate person. The Lok Adalat panel has not adhered to the provisions of the Legal Services Authorities Act, 1987 (“the Act, 1987”) and the Regulations framed thereunder in the matter of recording the settlement and passing the award. It was further alleged the Respondent took undue advantage of the situation in life of the Petitioner and made him to put thumb mark on the compromise pursis. Therefore, the

award, having been obtained by practicing fraud on the Petitioner, deserves to be quashed and set aside.

4. Mr. Yuvraj Narvankar, the learned Counsel for the Petitioner, laid emphasis on fact that on the day the matter was referred to the National Lok Adalat, the Petitioner was not present before the Court. There was no consent of the Petitioner to refer the matter to the Lok Adalat. Secondly, on 23<sup>rd</sup> March 2018, the day the compromise pursis was allegedly tendered on behalf of the parties, the learned Judge has simply made an endorsement, “R & R” (read and recorded). On that day, the voluntariness of the parties and the legality of the compromise purportedly arrived at between the parties was not at all ascertained. Thirdly, the award is not passed in conformity with the provisions of the Act, 1987 and the National Legal Services Authority (Lok Adalats) Regulations, 2009. Even the award does not bear the signature of the Advocate for the Petitioner and that creates a serious doubt about the genuineness of the alleged settlement.

5. To buttress these submissions, Mr. Narvankar placed reliance on a judgment of a learned Single Judge of this Court in the case of **Madhukar Baburao Shete Vs Yogesh Trimbak Shete & Anr.**<sup>1</sup>

6. I have given careful consideration to the submissions canvassed by Mr. Narvankar. At the outset, it is necessary to note that an award passed by the Lok Adalat is final and binding on all the parties to the

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1 2024 SCC OnLine Bom 2688.

dispute, and no appeal shall lie to any Court against the award. Sub-section (1) of Section 21 declares that every award of the Lok Adalat shall be deemed to be a decree of Civil Court or an order of any other court, as the case may be. Sub-section (2) gives finality to the award made by the Lok Adalat and gives binding character to the award by declaring that such award shall be final and binding on all the parties to the dispute and further debarring any appeal against the award to any Court. Thus, where an award is passed by the Lok Adalat on the basis of the consent of the parties, in addition to the bar under Section 96(2) of the Code, the bar under sub-section (2) of Section 21 operates and such a decree cannot be appealed before any Court.

7. The only remedy available to the party aggrieved by the award passed by the Lok Adalat is to invoke the writ jurisdiction of the High Court. The recourse to the writ jurisdiction is also not a matter of a course. It is only in exceptional cases the High Court can entertain a Petition assailing existence, legality and finality of the award passed by the Lok Adalat, primarily with a view to remedy manifest injustice.

8. A useful reference in this context can be made to a judgment of the Supreme Court in the case of **State of Punjab & Anr Vs Jalour Singh & Ors**,<sup>2</sup> wherein the Supreme Court has enunciated that an award passed by the Lok Adalat can only be assailed before the writ Court and that too on limited grounds. The observations

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2 (2008) 2 SCC 660.

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 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)

9. The aforesaid pronouncement was followed by the Supreme Court in the case of **Bhargavi Constitutions and Anr Vs Kothakapu Muthyam Reddy & Ors**,<sup>3</sup> and it was declared that the enunciation of law by the Supreme Court in the case of **Jalour Singh & Ors (Supra)** constitutes the

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3 (2018) 13 SCC 480.

law declared by the Supreme Court under Article 141 of the Constitution of India.

10. The position which thus emerges is that, undoubtedly, no statutory provision can operate as an impediment for the exercise of the plenary writ jurisdiction. However, the interference by the writ court in the award passed by the Lok Adalat would be in exceptional case lest the writ jurisdiction would be invoked as an appellate jurisdiction.

11. Keeping the aforesaid legal position in view, reverting to the facts of the case, I do not find any substance in the submission of Mr. Narvankar that there was no consent for the reference of the matter to the Lok Adalat. Under the provisions of Section 19(5) of the Act, 1987, a Lok Adalat shall have jurisdiction to determine and arrive at a compromise or settlement between the parties to dispute in respect of—  
(i) any case pending before; or (ii) any matter which is falling within the jurisdiction of, and is not brought before, any Court for which the Lok Adalat is organised.

12. The modes in which the Lok Adalat can take cognizance of the cases and the action to be taken by the Lok Adalat in such cases is governed by Section 20. Relevant part of Section 20 of the Act, 1987 reads as under :

“20. Cognizance of cases by Lok Adalats – (1)  
Where in any case referred to in clause (i) of sub-section  
(5) of Section 19,—

- (i) (a) the parties thereof agree; or
- (b) one of the parties thereof makes an application to the Court, for referring the case to the Lok Adalat for settlement and if such court is prima facie satisfied that there are chances of such settlement; or
- (ii) the Court is satisfied that the matter is an appropriate one to be taken cognizance of by the Lok Adalat,

Provided that no case shall be referred to the Lok Adalat under sub-clause (b) of clause (i) or clause (ii) by such Court except after giving a reasonable opportunity of being heard to the parties.

(2).....

(3) Where any case is referred to a Lok Adalat under sub-section (1) or where a reference has been made to it under sub-section (2), the Lok Adalat shall proceed to dispose of the case or matter and arrive at a compromise or settlement between the parties.

(4) Every Lok Adalat shall, while determining any reference before it under this Act, act with utmost expedition to arrive at a compromise or settlement between the parties and shall be guided by the principles of justice, equity, fair play and other legal principles.”

**13.** A perusal of the roznama of the proceeding would indicate that on 23<sup>rd</sup> March 2018 itself a statement was made on behalf of the parties that the matter is likely to be settled. Thereupon, the Court had posted the matter on 14<sup>th</sup> April 2018. On that day, the Advocates for both the

parties again made a joint submission that the parties have agreed for a settlement of the dispute and, therefore, the matter be referred to the Lok Adalat, then scheduled to be held on 22<sup>nd</sup> April 2018 In view of those joint submissions, the matter was referred to the Lok Adalat.

14. In the face of the aforesaid material, it would be impermissible to draw an inference that there was no consent for referring the matter to the Lok Adalat for the reason that the roznama records that on 14<sup>th</sup> April 2018, the Petitioner was not present before the Court. In the circumstances of the case, where the consent terms were admittedly executed, the reference of the matter to the Lok Adalat on the joint submission of the Advocates for the parties, not once but twice, that the parties were in the process of settling the dispute, the case would clearly fall within the ambit of Section 20(1)(i)(a) of the Act, 1987.

15. In the case of **Madhukar Baburao Shete (Supra)**, on which reliance was placed by Mr. Narvankar, this Court has categorically recorded that there was neither any order passed by the Court as contemplated under sub-Section (1) of Section 20 nor there was any reference made by the committee as contemplated under sub-Section (2) of Section 20. The record of the Petition and the reports filed by the concerned Judges did not contain any order of reference which is mandatorily required under Section 20 of the Act, 1987.

16. The facts of the case at hand are materially distinct. In the roznama of the two consecutive dates, the learned Civil Judge has recorded that the Advocates for the parties made a joint submission that the parties were in the process of settlement of the dispute and made an express prayer to refer the matter to the Lok Adalat. Thus, it cannot be said that there was non-compliance of the provisions contained in Section 20 of the Act, 1987.

17. The execution of the compromise pursis (Exhibit “20”), as such, does not seem to be in contest. The grievance of the Petitioner is that the contents of the compromise pursis (Exhibit “20”) were not read over and explained to the Petitioner. The fact that the Advocate for the Petitioner has not signed the said compromise pursis was sought to be pressed into service to demonstrate that the Petitioner had not had the benefit of the legal advice.

18. As noted above, in the roznama of the proceedings dated 23<sup>rd</sup> March 2018 and 22<sup>nd</sup> April 2018 record that the Advocate for the Petitioner-Defendant was present. On 22<sup>nd</sup> April 2018, the learned Civil Judge, who was the head of the Lok Adalat Panel, has recorded that the parties duly identified by their respective Counsel, were present. In the face of the aforesaid record of the proceeding, it would be rather difficult to accede to the submission on behalf of the Petitioner that the Advocate for the Defendant was not present. Pertinently, in the Petition

a guarded statement is made that it is doubtful whether the Petitioner's Advocate was even present before the Lok Adalat Panel (Paragraph 14). The Petitioner has not approached the Court with a positive case that the Advocate for the Petitioner was not present before the Lok Adalat when the Lok Adalat considered the compromise pursis and passed the order.

**19.** The record of the Court has an element of sanctity unless it is demonstrated to be incorrect. Ordinary rule is that if a party alleges that the record of the proceeding is not correctly maintained or the Judge has recorded an incorrect statement in the roznama, then the party shall approach the same Judge for correction of the record. In the case at hand no such steps appear to have been taken by the Petitioner. Therefore, merely on the basis of the fact that the compromise pursis, or for that matter the award, does not bear the signature of the Advocate for the Defendant, does not necessarily lead to an inference that the Advocate for the Defendant was not present before the Lok Adalat.

**20.** The Presiding Judge of the Lok Adalat has recorded in clear and explicit terms that the parties appeared before the panel and admitted that the matter was settled and also admitted the contents of the Consent Terms and that those Consent Terms, were executed voluntarily. The learned Judge has further recorded that the Consent Terms were read and recorded. Thereafter, the Suit came to be disposed of in accordance with the Consent Terms (Exhibit "20"). The aforesaid

record takes the wind of the submission on behalf of the Petitioner that the Lok Adalat Panel had not ascertained the voluntariness of the parties and legality of the compromise.

**21.** At this juncture it would be necessary to note that under the terms of the compromise (Exhibit “20”), the petitioner – defendant agreed to convey half of the portion of the land in respect of which a registered Agreement for Sale had been executed. Therefore, it cannot be said that the terms of the settlement were unidimensional.

**22.** In the circumstances of the case, the Court does not find that there was such infraction of the provisions contained in the Act, 1987 and National Legal Services Authority (Lok Adalats) Regulations, 2009 as to vitiate the award passed by the Lok Adalat Panel on the basis of the compromise pursis (Exhibit “20”).

**23.** If the writ Court were to intervene in the award and decrees passed by the Lok Adalat upon proof of a minor infraction of procedure by the Lok Adalat Panel, then the very object of the provisions contained in the Act, 1987, especially Section 21(2) would be defeated. A clear case of fraud or irretrievable injustice would be required to be made out. In a case of the present nature, where the execution, as such, of the compromise pursis (Exhibit “20”) is not put in contest, a very heavy onus rests upon the party assailing the award passed by the Lok Adalat. In

the facts of the case at hand, the Petitioner has not succeeded in making out such a case.

**24.** Resultantly, the Petition does not deserve to be entertained.

**25.** The Petition thus stands dismissed.

**[N. J. JAMADAR, J.]**