



W.P.No.32740 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.07.2025

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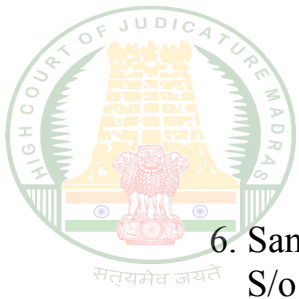
THE HON'BLE MR. JUSTICE N.ANAND VENKATESH

W.P.No.32740 of 2024

1. S.Mahalakshmi
2. S.Madhava Kailash
(2nd petitioner rep by his
mother the 1st petitioner) .. Petitioners

v.

1. The Chairman
The State Legal Service Authority
A.D.R.Building, High Court
Chennai 600 104
2. The District Chairman
District Legal Services Authority
Court Building, Salem
3. The President
The Taluk Legal Service
Sub Court Complex, Attur
4. Jayarani
W/o Manoharan
5. Manoharan
S/o Govindhan



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6. Santhosh Kumar
S/o Manoharan

.. Respondents

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Petition filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Certiorari, calling for the records in O.S.No.10 of 2019 L.A.No.209 of 2023 in the Lok Adalat held on 09.09.2023 and to quash the award.

For Petitioners :: Mrs.S.Dhanalakshmi

For Respondents :: Mr.E.V.Chandru @ Chandrasekaran
for R1 to R3
Mr.J.Vinoth for R4 to R6

ORDER

This writ petition has been filed challenging the Lok Adalat award held on 09.09.2023 in O.S.No.10 of 2019, L.A.No.209 of 2023.

2. The case of the petitioners is that the first petitioner's husband, Saravana Kumar was settled half share in the suit property by his grandfather Govindhan, by virtue of a registered settlement deed dated 06.07.2009 registered as Document No.2782 of 2009. The other half share was settled in favour of the sixth respondent, who is the brother of the said Saravana Kumar. The first petitioner's husband Saravana Kumar died on

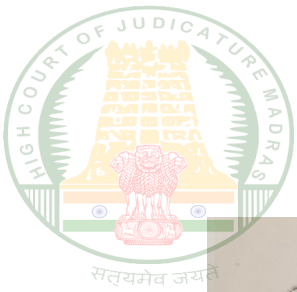


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04.12.2017. Since the property remained undivided, the petitioners filed a suit in O.S.No.10 of 2019 before the Sub Court, Attur seeking for the relief of partition. In this suit, the fourth respondent, who is the mother in law, was the first defendant, the fifth respondent was the second defendant and he is the father in law and the sixth respondent was the third defendant, who is the brother in law. There is no dispute with regard to the fact that the sixth respondent/brother in law will be entitled for fifty per cent, namely, 52 cents out of the total extent of 1.04 acres. The entire dispute revolves around the entitlement of the petitioners in the balance 52 cents.

3. The matter was referred to the Lok Adalat and a joint memo is said to have been filed before the Lok Adalat. For better appreciation, the joint memo is scanned and extracted hereunder:-



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In the Court of the Subordinate Judge of ATTUR

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OS No 10/2019

Madhava Kailash
Mahalakshmi } - plaintiffs.

VS -

1. Jayarami
2. Manokaran
3. Santhosh Kumar } - Defendants

Joint memo filed by the plaintiffs and defendants

The above named plaintiffs and defendants hereby submit that the above case is compromised before the National Lok-Adalat held on 9.9.2023. Below mentioned terms accepted by the plaintiffs and defendants. The defendants agreed to give 24 cents in S.No 490/3 Attur town to minor 1st plaintiff Madhava Kailash. and The 2nd plaintiff as Natural Guardian and Next friend agreed to allow see the 1st minor plaintiff by the defendants every month in his school.

The above terms are agreed by the plaintiffs and defendants.

1. M. Jayarami
2. Manokaran
3. Santhosh Kumar

1. [Signature]
(for myself and 1st minor plaintiff)

2. [Signature]
3. [Signature]
Counsel for the plaintiffs

CERTIFIED TRUE XEROX COPY TAKEN BY [Signature] COMPANYED BY [Signature]



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4. The above joint memo was acted upon by the Lok Adalat and the petitioners were held to be entitled for 24 cents. The suit was dismissed insofar as the other properties are concerned. That apart, the defendants in the suit were also given visitation rights to see the second petitioner, who is the son of the first petitioner.

5. The main grievance that was raised by the learned counsel for petitioners is that the joint memo was prepared without informing the petitioners about the contents and even during the Lok Adalat, the members did not properly advise the petitioners and the petitioners were not even aware as to the contents of the memo, which was signed by them. Only later, they came to know that instead of allotting 34.6 cents, they have been allotted only 24 cents. Therefore, according to the petitioners, they have not been properly advised and there was an undue haste in making them sign the joint compromise memo.

6. The third respondent has filed a counter affidavit and the third respondent has taken a stand that the terms of compromise memo were



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agreed between the plaintiffs and the defendants and that the members informed the parties and their respective counsel about the settlement terms and only thereafter, the Lok Adalat award was passed. It is further stated that later the petitioners gave a letter on 23.01.2024 stating that there is an error in the award. The same was not acted upon, since the Lok Adalat award was passed only based on the joint memo filed by the parties and therefore there is no question of correcting the terms of the award.

7. The respondents 4 to 6 have also filed a counter affidavit. They have also taken a stand that both the parties perfectly understood the terms of compromise and only thereafter, it was signed and therefore the petitioners cannot wriggle out of their obligation under the joint memo and that the Lok Adalat award does not suffer from any illegality warranting the interference of this Court. Accordingly, the private respondents have sought for the dismissal of this writ petition.

8. This Court carefully considered the submissions made by the learned counsel on either side and the materials available on record.



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9. The main ground that was raised on the side of the petitioners is that the members of the Lok Adalat should have properly advised the parties regarding the terms and conditions of the award and whereas, everything took place in a hasty manner. According to the petitioners, on the demise of the said Saravana Kumar, the petitioners will be automatically entitled for 34.6 cents and the only reason as to why the partition suit was filed, is because the property remained undivided. If that is so, there is no reason as to why the petitioners will accept a lesser extent of 24 cents.

10. Per contra, the stand taken by the respondents is that the petitioners are signatories to the joint memo and that the Lok Adalat award was passed in terms of the joint memo and the petitioners cannot wriggle out of the same by making a complaint regarding the extent of property that was allotted as per the joint compromise memo.

11. The learned counsel for petitioners brought to the notice of this Court the judgment of the Kerala High Court in *G.K.Rajagopala Rao and others v. The State Police Chief, Thiruvananthapuram and others*,



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MANU/KE/0856/2016 : 2016 (3) KLT 358. The learned counsel specifically

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relied upon the provisions of the Legal Services Authorities Act, 1987 and more particularly, Sections 19 to 21 of the Act. It will be relevant to extract the paragraphs of the judgment relied upon by the learned counsel for petitioners, as follows:-

“11. The Legal Services Authorities Act, 1987 was enacted not only to provide free and competent legal service to the weaker sections of the society, but also to organize Lok Adalaths to secure that operation of the legal system promotes justice on a basis of equal opportunity. Chapter VI of the Act deals with Lok Adalaths. Section 19 of the Act declares the responsibility of the authorities under the Act to organize Lok Adalaths at such intervals and places for exercising such jurisdiction as it thinks fit. Sub-section (2) of Section 19 of the Act says that every Lok Adalath organized shall consist of a serving or a retired Judicial Officer and other persons. Sub-section (5) of Section 19 of the Act is important. It is re- produced hereunder:

"(5) A Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a 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:



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Provided that the Lok Adalat shall have no jurisdiction in respect of any case or matter relating to an offence not compoundable under any law."

In the case on hand, the Lok Adalath, which passed Exts.P1 and P2 awards, was constituted in respect of cases pending before the Sub Court, Kottarakkara. The Adalath was organised for disposal of cases pending in that court. Section 20 of the Act says about the manner in which the Lok Adalaths could take cognizance of cases. Another important provision is Section 21 of the Act. It reads as follows.

"Award of Lok Adalat.- (1) 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 and where a compromise or settlement has been arrived at, by a Lok Adalat in a case referred to it under sub-section (1) of Section 20, the court fee paid in such case shall be refunded in the manner provided under the Court Fees Act, 1870 (7 of 1870).

(2) 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."

From the above, it is clear that when a matter, pending before a civil court, reaches before the Lok Adalath organised under the Act and when that matter is settled between the parties, the terms of settlement should be drawn up properly and signed by the parties so that the award passed thereunder could be deemed to be a decree of the said civil court. It goes without saying that generally any decree passed, excepting some decrees in the nature of declaration of status and the like, should be capable of execution. The awards passed by the Lok



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Adalath, as seen from Exts.P1 and P2, are bereft of vital details, including names of the parties to the suit. Stated differently, the cause title in the awards do not show even the full names and addresses of all the parties to the settlement. Instead, it is too tersely stated as "Sreenivasa Rao & others - Plaintiffs vs. Rajagopala Rao & others - Defendants". This is said to be one of the reasons which prompted a party to Ext.P1 to file a writ petition challenging it. Similarly, other deficiencies in Exts.P1 and P2 also caused subsequent litigations.

12. Order XX Rule 6 of the Code states about the contents of a decree. The provision insists that the decree should contain the number of suit, the names and descriptions of the parties, their registered addresses and particulars of the claim. The decree shall specify clearly the relief granted. Entire provisions in Order XX Rule 6 of the Code may not be relevant here, since some are related to decrees to be passed after adjudication of a case. It is very important to remember that in the case of an award under the provisions of the Act, the settlement arrived at by consensus between the parties is the corner stone.

13. Appendix D to the Code deals with decrees. It can be seen from the model forms that "title" is an essential part of a decree. As required in Order XX Rule 6 of the Code, the names and descriptions of the parties and their registered addresses, if any, should be clearly shown in the decree. It is insisted for a definite reason that later on there shall not be any dispute regarding the identity of the party/parties named in the decree (here in this case, the award)

14. Drawing power from Section 2(2) of the Kerala Destruction of Records Act, 1961, the High Court of Kerala, with the previous approval of the Government,



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has made Record Destruction Rules (in short, "the Rules") which is annexed as Appendix VIII to the Civil Rules of Practice, Kerala. Rule 2 speaks about dividing the records into various parts. Appendix B to the Rules would show that in the case of original suits and appeals, the plaint, written statement, judgment and decree, etc. would fall under Part I. Rule 3 indicates the periods of retention of records. It can be seen from Appendix C to the Rules that the records falling in Part-I in respect of original suits or appeals, for or affecting immovable properties, should be kept as permanent records. We highlight these aspects only to bring home the importance of drafting proper and correct decrees in civil suits and awards passed under the Act. Decrees passed by civil courts and awards passed by Lok Adalaths in respect of matters referred to settlement from civil courts are to be treated as permanent records and therefore it is mandatory that they should be prepared with mathematical precision.

15. Another important aspect is that both the Judicial Officer and Member (commonly, an Advocate) constituting the Lok Adalath should have fundamental knowledge in the realm of contracts, especially the way in which a lawfully enforceable agreement has to be prepared for execution by the parties. That apart, they must be dexterous in expressing the terms of settlement with utmost clarity and precision. Similarly, they should behold the principles contained in Order XXIII Rule 3 of the Code and see that the terms of settlement arrived at between the parties are lawfully recorded.

16. We are compelled to take note of the callousness and lackadaisical attitude on the part of the lawyers who appeared for the parties in the suits which culminated in Exts.P1 and P2 awards. Needless to remind the members



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of legal profession that they owe great amount of duty to their clients in securing justice. It is their utmost responsibility to see that a litigation, which is concluded by passing an award in Lok Adalath, does not give rise to prolific litigations. Sections 29 and 30 of the Advocates Act, 1961 declare the right of Advocates as recognised class of persons entitled to practice law. Section 35 of the said Act deals with the punishment of Advocates for misconduct. The Supreme Court in Bar Council of Maharashtra v. M.V.Dabholkar (MANU/SC/0670/1975 : AIR 1976 SC 242) held, in the light of the above said provisions, that if the practice of law is a public utility of great implications and a monopoly is statutorily granted by the nation, it obligates the lawyer to observe scrupulously those norms which makes him worthy of confidence of the community in him as a vehicle of justice-social justice. Apex Court in V.P.Kumaravelu v. The Bar Council of India (MANU/SC/0228/1997 : AIR 1997 SC 1014) observed that gross negligence in the discharge of duties partakes the shades of delinquency and moral turpitude. It is clearly held that such act on the part of an Advocate would amount to professional misconduct. The principle of law laid down by the Supreme Court in Preeti Gupta v. State of Jharkhand (MANU/SC/0592/2010 : AIR 2010 SC 3363) is that the members of Bar have enormous social responsibility and obligation to ensure that the social fiber of family life is not ruined or demolished. In the decision, the Supreme Court emphasised the responsibility of Advocates to assist the parties in arriving at an amicable resolution of disputes. The need to ensure that one complaint should not lead to multiple cases is also specifically mentioned therein. With dismay, we are constrained to observe that the



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Advocates concerned failed in their duty to see that the parties reached at a settlement fully and finally.

17. On all the counts mentioned above, Exts.P1 and P2 fall well short of the required standard. Only inference that can be drawn, from the facts and circumstances of this case, is that the awards in question were drawn up in a perfunctory manner, causing great injustice to the parties thereto.

18. In order to prevent the menace of passing awards without due care, attention and precision by Lok Adalaths, we intend to formulate some guidelines. We may hastily add that they are not exhaustive and may take in other things as well, depending on the facts of each case. The crucial points to be borne in mind by the persons presiding over the Lok Adalaths and the lawyers appearing for the parties are thus:

- (i) The persons presiding shall thoroughly study and clearly understand the facts of the case coming up for settlement.
- (ii) They must have a clear understanding about the legal issues involved in the dispute between the parties.
- (iii) If the parties have engaged lawyers, they shall also participate in the proceedings before the Lok Adalath so that a proper settlement could be arrived at.
- (iv) The persons presiding over the Lok Adalath and the lawyers concerned shall bear in mind the fundamental principles, under the Indian Contract Act, 1872, essentially required for executing a legally enforceable agreement.



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(v) They shall bear in mind the principles under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 also, so that the award must be in the form of an enforceable decree, if the parties so wish. This is all the more important because by virtue of Sub-section (2) of Section 21 of the Legal Services Authorities Act, 1987, every award made by Lok Adalaths shall be final and binding on the parties to the dispute and no appeal shall lie to any court against the award.

(vi) The persons presiding over the Lok Adalath shall see that the award passed is clear in its terms and there shall be no room for any confusion in respect of the terms and conditions in the award. They shall take care to see that on account of ill-drafting of the compromise, no litigation in future arises in respect of the matters once settled.

(vii) They shall see that the awards passed are not only legal, but also conforming to the norms prescribed for a decree with all the required details in clear and explicit terms.

We are sad to notice that none of the above said aspects had been considered by the persons responsible for passing Exts.P1 and P2 awards. That led to the subsequent catastrophes for the parties.”

12. I am in complete agreement with the above judgment passed by the Kerala High Court. In most of the cases which arise out of the villages and small towns, the litigants are poor and illiterate and hence they require



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some assistance when they enter into a compromise and sign the joint compromise memo. The persons who are presiding over the Lok Adalat must ensure that the award passed is clear in its terms and there should be no room for any confusion in respect of the terms and conditions in the award. In the case on hand, each of the petitioner will be entitled for one third share in the property, in which case, they would have been entitled for a total extent of 34.6 cents. This is in view of the fact that the first petitioner's husband Saravana Kumar received half share in the property owned by his grandfather, which is 52 cents. Hence, on his demise, both the petitioners would have been entitled for one third each and the mother in law will be entitled for the balance one third. If that is so, there is no reason as to why the petitioners must get a lesser extent of 24 cents, when they are entitled for 34.6 cents. This is an issue which should have been clarified by the members of the Lok Adalat when the parties were before them. Since the petitioners were not aware as to what they signed in the joint memo, they were under the impression that they have been given 34.6 cents and whereas, what was given to them was only 24 cents.



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13. This Court holds that the Lok Adalat award passed is to the disadvantage of the petitioners, who even otherwise, will be entitled for 34.6 cents. This would have taken place even if the case is contested, since there is no dispute regarding the settlement deed that was executed by the grandfather in favour of Saravana Kumar. In fact, the brother in law of the first petitioner is claiming for 52 cents only based on the settlement deed. Therefore, in order to render substantial justice to the parties, this Court holds that the petitioners will be entitled for one third share each, out of 52 cents and hence will be entitled for a total extent of 34.6 cents. The fourth respondent, who is the mother in law, will be entitled for the balance one third share of 17.3 cents. To that extent, the Lok Adalat award shall stand modified. All the other terms in the Lok Adalat shall stand confirmed.

14. This writ petition is disposed of in the above terms. Consequently, W.M.P.No.35584 of 2024 is closed. No costs.

Index : yes
Neutral citation : yes

30.07.2025

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1. The Chairman
The State Legal Services Authority
A.D.R.Building, High Court
Chennai 600 104
2. The District Chairman
District Legal Services Authority
Court Building, Salem
3. The President
The Taluk Legal Service
Sub Court Complex, Attur



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SS

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