GAHC030004012025

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : CRP/3/2025

Joseph Vanlalawmawma
S/o Kazia (L), R/o Tuitha Veng, Kolasib

VERSUS

Sh Vanlalfaka and Anr.
S/o C.Lalchhandama, R/o Rualkhumi Building, near Sabitri Chhetri Building, Tuitha Veng, Kolasib District, Kolasib
2:Smt Rinpui

Advocate for the Petitioner : Mr. S. Vanlalhriata

Advocate for the Respondent : Mrs. Emily L. Chhangte, Legal Aid Counsel for R1 & 2

:::BEFORE:::
HON'BLE MRS. JUSTICE HELEN DAWNGLIANI

Date on which judgment is reserved : **06.10.2026**

Date of pronouncement of judgment : **12.10.2026**

Whether the pronouncement is of the operative part of the judgment ? : N/A

Whether the full judgment has been pronounced? : Yes

JUDGMENT & ORDER (CAV)

1. Heard Mr. S. Vanlalhriata, learned counsel for the petitioner. Also heard Ms. Emily L. Chhangte, learned Legal Aid Counsel for respondent Nos. 1 & 2.

2. The instant petition is filed under Article 227 of the Constitution of India against the Award dated 14.09.2024 passed by the Lok Adalat, Kolasib, District Legal Services Authority under Section 19 of the Legal Services Act, 1897 in connection with Lok Adalat case No. 77/2024.

3. The English version of the award is reproduced herein below:-

AWARD

The dispute between the parties having been referred for determination to Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement-

In the year 2016 Mr. Joseph Vanlallawma S/o Kazia (L) R/o Tuitha Veng, Kolasib gifted half of his landed property located at Tuitha Veng to his aunty named, Mrs. Rinpuii D/o C. Zairemthanga (L) by way of Affidavit (Gift Deed) dated 23.05.2016. However, it was mentioned that the land gifted was only half of the land and demarcation of boundary was not made.

This year, 2024 dispute arose between the parties regarding the landed property gifted and the Lok Adalat made an agreement/setfiement as under:

(1) The area of landed property gifted was 151 Sq. m and situated at Tuitha Veng, Kolasib - Silchar road.

(2) Building erecting at the edge of main road which Mrs. Rinpuii occupied from February, 2024 shall be renovated and vacated by them.

(3) They will be able to possess the said building materials.

(4) Mrs. Rinpuii can build a building for their residence at the Igaver portion of the land near the plain at the middle and below where mango tree is standing.

(5) The landed property shall be distributed according to the Gift Deed and the lower portion shall be belonged to Mrs. Rinpuii.

(6) From the year 2016, revenue taxes have been paid by Joseph Vanlallawma and half of the taxes paid shall be borne by Mrs. Rinpuii and within a period of three months, it shall be paid to Joseph Vanlallawma.

(7) Building shall be demolished and vacated within a period of two months le 14.11.2024.

(8) Mrs. Rinpuii shall obtain separate LSC for her shared property as soon as possible.

Value of the land is about 20 lakhs rupees.

The parties are informed that the court fee, if any, paid by any of them shall be refunded.

4. The brief facts of the case is that the petitioner owns a landed property at Tuitha Veng, Kolasib under LSC No. 501701/01/341 of 2008 within which an Assam Type building was constructed. From June 2024, the respondent was living in the said Assam Type building without paying rent as the respondent No. 1 is the cousin brother of the petitioner. The petitioner intended to run a

business of tyre workshop to earn a living and for this purpose, he intended to sell a portion of his land where the Assam Type house was erected and which was occupied by respondent No. 1. For this purpose, he instructed respondent No. 1 to vacate his building but the respondent No. 1 did not pay heed.

5. Being aggrieved the petitioner approached the District Legal Service Authority at Kolasib and submitted a prayer to expel respondent No. 1 from his Assam Type Building and the complaint was registered as Lok Adalat Case No. 77/2024. The petitioner's father namely Kazia passed away when the petitioner was 2 years old and his mother pre deceased his father. So the petitioner was brought up in an orphanage which was run by the Missionaries of Charity (Mother Teresa's Home at Kolasib) from where he studied up to Class-VIII and thereafter, he was taken by Margaret Vanlalhmangaihi of Thakthing, but as he was not interested in continuing further education he did not continue further studies.

On 12.09.2024, the respondent No. 1 also summoned to appear before the Lok Adalat on 14.09.2024. On 14.09.2024, when the petitioner and the respondent No. 1 appeared before the Lok Adalat the respondent No. 1 produce a Gift Deed dated 23.05.2016 executed in favor of respondent No. 2. It is a case of the petitioner that the aforesaid Gift Deed dated 23.05.2016 was only for the purpose of availing assistance from "Housing for All Scheme", when he was approached by respondent No. 2. However, the Lok Adalat proceeded to pass an award vide an award dated 14.09.2024, based on the Gift Deed dated 23.05.2016.

6. Mr. S. Vanlalhriata, learned counsel for the petitioner have put a challenge to the Lok Adalat Award by submitting that the Lok Adalat Award was passed in

total violation of the relevant laws. The learned counsel submitted that the Lok Adalat has passed its Award based on the alleged Gift Deed dated 23.05.2016, but the aforesaid Gift Deed was not registered under the Mizoram Land Revenue Rules and therefore, it was an invalid gift. The learned counsel submitted that the Lok Adalat did not offer any opportunity to him for hearing before it proceeded to pass an Award and that he was coerce to agree to the terms of the Gift Deed which is in total disregard of Regulation 13 of National Legal Services Authority (Lok Adalats) Regulations, 2009. It is also the case of the petitioner that the process of making of the impugned Award was in total violation of Regulation 17(2)(5) of the aforesaid Regulation, 2009, as it can be seen from the Award that the same does not bear the signature of the respondent No. 2.

Though in the affidavit-in-opposition filed by the respondent No. 2, it has been stated that the respondent No. 2 is illiterate and she did not put her signature at the time of passing of the Award, the Gift Deed dated 23.05.2016, which is the basis of the Lok Adalat Award clearly contains the signature of the respondent No. 2. The petitioner denied that he was taken care of by the respondent No. 2 after the demise of his parents. It is the submission of the learned counsel for the petitioner that the Award was not only passed in total violation of the relevant Rules and Regulations, but it has also conferred a right upon the respondent No. 2 who did not put her signature in the Award. By the impugned Award, the respondent No. 2 has been given the right to have a separate LSC from the LSC owned by the petitioner.

7. The learned counsel for the petitioner has further submitted that even though Section 21 of the Legal Services Authority Act provides that no appeal

shall lie against the Award of the Lok Adalat, the Hon'ble Apex Court in the case of ***State of Punjab & Anr Vs. Jalour Singh & Ors*** reported in ***2008 ACJ 2874*** has held that if any party wants to challenge such an Award based on settlement it can be done by filing a petition under Article 226 and/or Article 227 of the Constitution on a limited ground. The learned counsel therefore submitted that the Lok Adalat Award which is impugned herein and which was based on an invalid Gift Deed and the Award having been made in total violation of the relevant Rules and Regulations and in violation of the Principles of Natural Justice is liable to be set aside and quashed.

The learned counsel for the petitioner has placed reliance in the case of:-

1.) State of Punjab & Anr Vs. Jalour Singh & Ors reported in ***2008 ACJ 2874.***

2.) Sunanda Vs. Sundaran 2020 Supreme (Online) (KER) (13772).

8. On the other hand, Ms. Emily L. Chhangte, learned Legal Aid Counsel for both the respondents has submitted that the landed property of the petitioner was gifted to the respondent No. 2 out of love and affection by the petitioner as the respondent No. 2 looked after the petitioner. The learned Legal Aid Counsel also raises preliminary objection that the instant application does not fall under the parameters or scope for invoking Article 226 of the Constitution. According to the learned Legal Aid Counsel, as per the Award, the house which the respondent No. 2 was living have been demolished and a new house have been constructed thereon, the learned Legal Aid Counsel affirmed the execution of the Gift Deed and further submitted that even if there was some irregularity in

the manner of execution the fact remains that the petitioner had gifted a lower portion of his LSC to respondent No. 2.

9. The learned Legal Aid Counsel has further submitted that the Award is binding and has attained finality and that absence of the signature of the respondent No. 2 in the Award is not fatal. It was further pointed out that from the language used in the Award, it is clear that compromise was made as per the desire of the parties and that it was not force upon them. Mrs. Emily therefore submitted that there is no reason to interfere with the Award made by the Lok Adalat and that the instant application which has been filed challenging the Lok Adalat Award does not fall under exceptional circumstances, for which the Award of Lok Adalat can be challenged.

10. The first question which arises for determination is as to whether the present petition under Article 227 of the Constitution is maintainable against an Award of a Lok Adalat. There can be no dispute that ordinarily no appeal lies against an Award of a Lok Adalat in view of Section 21(2) of the Legal Services Authorities Act, 1987. The object of the statutory scheme is to give finality to settlements voluntarily arrived at by parties before a Lok Adalat and to prevent such settlements from being subjected to ordinary appellate scrutiny. However, the absence of a statutory appeal does not mean that an Award of a Lok Adalat is wholly immune from judicial review. The jurisdiction of the High Court under Articles 226 and 227 of the Constitution remains available in appropriate cases where the challenge is founded upon recognised grounds such as fraud, coercion, absence of consent, violation of principles of natural justice, or the Lok Adalat acting without or in excess of jurisdiction.

The distinction between an ordinary appeal and constitutional judicial review is

of considerable importance. The High Court, while exercising jurisdiction under Article 227, does not sit as an appellate court over a Lok Adalat Award and cannot examine the merits of a settlement as though it were an appellate judgment. Interference is justified only where the very foundation of the Award is shown to be legally unsustainable.

11. In this regard, the decision of the Hon'ble Supreme Court in ***State of Punjab & Anr. Vs. Jalour Singh & Ors., (2008) 2 SCC 660***, relied upon by learned counsel for the petitioner, is instructive. The Hon'ble Supreme Court explained the distinction between an adjudicatory decision and a settlement Award of a Lok Adalat. A Lok Adalat does not adjudicate the dispute on merits; it facilitates a settlement between the parties. Where a settlement has been genuinely arrived at and an Award is passed in terms thereof, the Award ordinarily attains finality. At the same time, where the settlement itself is challenged on legally permissible grounds, the party is not without remedy and may invoke the constitutional jurisdiction of the High Court in an appropriate case.

12. Thus, the issue before this Court is whether there was, in the eye of law, a valid and voluntary settlement capable of forming the foundation of the impugned Award.

13. The nature and function of a Lok Adalat are required to be borne in mind while considering the present controversy. A Lok Adalat is essentially a forum for conciliation and settlement. Its jurisdiction is not that of a regular civil court which, after recording evidence and determining disputed questions of fact and law, renders adjudication on the rights of the parties. The statutory philosophy is that the parties themselves arrive at a settlement and the Lok Adalat gives legal form to such settlement. Therefore, consent is the foundation of a

settlement Award.

14. The petitioner has also specifically pleaded that he was compelled or coerced into agreeing to the terms and that he did not voluntarily consent to the settlement. Regulation No. 13 of the National Legal Services Authority (Lok Adalats) Regulations, 2009 provide the "*Procedure in Lok Adalat"* and the same is reproduced below:

> '*13. Procedure in Lok Adalats:- (1) Members of Lok Adalat have the role of statutory conciliators only and have no judicial role and they, mutatis mutandis, may follow the procedure laid down in sections 67 to 76 of the Arbitration and Conciliation Act, 1996 (26 of 1996).*
>
> *(2) Members of Lok Adalat shall not pressurise or coerce any of the parties, to compromise or settle cases or matters, either directly or indirectly.*
>
> *(3) In a Lok Adalat the members shall discuss the subject matter with the parties for arriving at a just settlement or compromise and such members of Lok Adalat shall assist the parties in an independent and impartial manner in their attempt to reach amicable settlement of their dispute:*
>
> *Provided that if it is found necessary the assistance of an independent person or a trained mediator may also be availed by the Lok Adalat.*
>
> *(4) Members of Lok Adalat shall be guided by principles of natural justice, equity, fairplay, objectivity, giving consideration to, among other things, the rights and obligations of the parties, custom and usages and the circumstances surrounding the dispute.*
>
> *(5) The Lok Adalat may conduct the proceedings in such a manner as it considers appropriate taking into account the circumstances of the case,*

wishes of the parties including any request by a party to the Lok Adalat to hear oral statements, and the need for a speedy settlement of the dispute.

(6) The Lok Adalat shall not determine a reference, at its own instance, but shall determine only on the basis of a compromise or settlement between the parties by making an award in terms of the compromise or settlement arrived at:

Provided that no Lok Adalat has the power to hear the parties to adjudicate their dispute as a regular court:

Provided further that the award of the Lok Adalat is neither a verdict nor an opinion arrived at by any decision making process.'

15. Whether the allegation of coercion is ultimately proved is not a matter which this Court is required to adjudicate conclusively in the present proceeding. What is material is that the record does not satisfactorily demonstrate the existence of a clear, unequivocal and duly authenticated consent of all concerned parties to the precise terms incorporated in the Award.

The Award states that the dispute "having been compromised/settled" the Award was passed in terms of the settlement. But there is no record to lend assurance of the consent or the terms of consent made and signed by the parties and there is also no material and no separate indication over and above the above statement that the Gift Deed was produced and equivocal accepted by the petitioner.

16. In the present case, the petitioner has specifically disputed the very basis upon which the impugned Award proceeds, namely, the alleged Gift Deed dated 23.05.2016.

17. This Court, while exercising jurisdiction under Article 227, ought not to determine disputed questions of title in the first instance. But that is precisely why the Lok Adalat could not have proceeded on the assumption that the disputed Gift Deed conclusively established respondent No. 2's right over the property.

18. The moment the petitioner disputed the nature, purpose and legal effect of the Gift Deed, the matter involved a substantial dispute which could not be converted into a binding settlement unless the petitioner voluntarily agreed to the settlement after understanding and accepting its legal consequences.

19. It is also noteworthy that the Award did not merely record an agreement to vacate premises or an arrangement regarding possession. It further determined and regulate rights in respect of immovable property; the property gifted was 151 square metres; that the lower portion would belong to respondent No. 2; that respondent No. 2 would be entitled to construct a building upon a specified portion; that a separate LSC was to be obtained by respondent No. 2; and that the existing building was to be demolished and vacated.

As these terms of the Award have consequences far beyond a mere consensual arrangement concerning temporary possession. It becomes all the more necessary for the parties to have clear and unequivocal consent to all the terms of agreement reflected in the Award.

20. The National Legal Services Authority (Lok Adalats) Regulations, 2009 exist to protect the very foundation upon which a Lok Adalat Award rests, namely, free and informed consent. Where an Award substantially affects rights in immovable property, the requirement of recording the settlement in a manner

which unmistakably establishes the consent of the parties assumes even greater significance.

The Court is therefore unable to accept the submission that the absence of the signature or other clear indication of acceptance by respondent No. 2 is necessarily a mere technical irregularity.

21. The next point for consideration would be whether Gift Deed dated 23.05.2016 would be governed by the substantive law relating to transfer of property and registration. The legal character and efficacy of the document depend upon the requirements of the governing law, including the requirements relating to execution, acceptance and registration, wherever applicable.

22. The petitioner specifically asserts that the document relied upon by the respondents was not registered and therefore could not operate as a valid instrument of transfer of immovable property. Whether the document is ultimately valid, whether it created any interest in favour of respondent No. 2, and whether it was executed for the purpose alleged by the petitioner or for the purpose asserted by the respondents are questions which would require examination in appropriate proceedings.

23. This Court in exercise of its jurisdiction under Article 227 of the Constitution cannot determine the aforesaid issue. Nonetheless, the existence of such a serious dispute demonstrates difficulty in treating the Gift Deed as an admitted foundation for the Lok Adalat Award.

24. The Lok Adalat could not, without a clear and voluntary settlement by the parties, effectively adjudicate the validity and effect of the disputed document and then incorporate its own conclusions into an Award.

25. The Court also cannot lose sight of the fact that the impugned Award has

the practical effect of conferring a right upon respondent No. 2 to obtain a separate LSC carved out of the property standing in the name of the petitioner. An LSC is not merely an incidental document. It relates to the landholding and has consequences concerning the identity, possession and enjoyment of land under the applicable local land laws.

26. A Lok Adalat may certainly record a voluntary arrangement between parties concerning land. But it cannot, in the absence of a valid settlement, create a proprietary entitlement merely by directing the revenue authority to recognise such entitlement.

27. The respondents have placed considerable reliance upon the finality of a Lok Adalat Award. There can be no quarrel with the general proposition that an Award based upon a genuine settlement is final and binding upon the parties and cannot ordinarily be challenged by way of an appeal. However, finality is attached by law to a valid Award based upon a lawful settlement. Finality cannot be invoked to protect an Award which is challenged on the ground that there was no valid consent in the first place or that the Award was passed in breach of the basic procedural safeguards governing a Lok Adalat. To hold otherwise would mean that a party could be deprived of valuable rights in immovable property merely by describing an imposed or disputed arrangement as a "settlement". Such a consequence would be inconsistent with the very purpose of the Lok Adalat mechanism.

28. The Supreme Court in ***Sunanda (Supra)***, also underscores the limited but real power of the constitutional court to examine a Lok Adalat Award where the settlement itself is questioned on legally sustainable grounds. The principle emerging from the authorities is not that every Lok Adalat Award can be reopened under Article 226 or 227. Rather, the jurisdiction is exceptional and is

to be exercised where the petitioner demonstrates a jurisdictional error, absence of genuine consent, violation of natural justice, fraud, coercion, or other circumstances which go to the legality of the Award itself. The present case, in the considered view of this Court, falls within that narrow category.

29. We are not persuaded by the argument of the respondent that consent can be presumed as the petitioner appeared before the Lok Adalat proceeding because appearance before a conciliatory forum and consent to a settlement are two different concepts. Apparently it is for this reason that it is provided in the Regulation of 2009 that the Lok Adalat shall not pressurise or coerce the parties to reach to a settlement and further provided that the Lok Adalat shall be guided by the principles of natural justice, equity, fairplay objectivity etc.

30. The Court is therefore of the view that interference is warranted, not because this Court prefers one version of the facts over another, but because the Award cannot be sustained in the absence of a clear and legally acceptable foundation of consent.

31. For the reasons stated above, this Court holds as follows:

(i) An Award of a Lok Adalat based upon a genuine and voluntary settlement is ordinarily final and binding and is not open to challenge by way of an appeal;

(ii) Nevertheless, the constitutional jurisdiction of the High Court under Articles 226 and 227 is not completely excluded where the challenge is directed against the legality of the settlement itself or where there is an allegation of absence of consent, coercion, fraud, violation of principles of natural justice, or jurisdictional error;

(iii) A Lok Adalat is a forum for conciliation and settlement and cannot

adjudicate disputed questions of title or confer substantive proprietary rights merely by treating a disputed document as conclusive;

(iv) The impugned Award substantially affects rights in immovable property and purports to recognise a defined portion of the petitioner's land in favour of respondent No. 2;

(v) The record does not satisfactorily demonstrate that the petitioner and respondent No. 2 voluntarily and unequivocally consented to all the material terms incorporated in the impugned Award; and

(vi) The validity, nature and legal effect of the Gift Deed dated 23.05.2016 are seriously disputed and cannot be treated as conclusively established by the Lok Adalat in the absence of a voluntary settlement accepting the same.

32. Consequently, the Award dated 14.09.2024 passed by the Lok Adalat, Kolasib, District Legal Services Authority, in Lok Adalat Case No. 77/2024 is hereby set aside/quashed.

33. The parties shall, therefore, be at liberty to pursue such appropriate remedy before the competent forum as may be available to them in law for determination of their respective rights over the disputed property including Mediation.

34. The petition stands **allowed** in the above terms.

35. No order as to cost.

JUDGE

Comparing Assistant