



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD  
WRIT PETITION NO. 418 OF 2026**

**KADUBA VITHOBA SALUNKE DIED THR LRS VACHALABAI  
KADUBA SALUNKE AND OTHERS**

**VERSUS**

**THE STATE OF MAHARASHTRA AND ANOTHER**

...

Mr. Balbhim R. Kedar, Advocate for the Petitioners.

Mr. K. N. Lokhande, AGP for Respondents-State.

...

**CORAM : S. G. CHAPALGAONKAR, J.  
DATED : 16<sup>th</sup> JANUARY, 2026.**

**P.C.:-**

1. The present Writ Petition takes exception to Lok Adalat Award dated 29.11.2009 passed in Land Acquisition Reference No.229/2004 that was filed before Civil Judge Senior Division at Aurangabad.

2. Mr. Balbhim Kedar, learned Advocate appearing for petitioners would submit that petitioners were misrepresented by respondents/authorities while entering into compromise. They had assured that compensation amount as agreed would be deposited within six months, failing which interest @ 12% per annum would be paid. However, such condition is not complied with. He would further submit that interest under Section 34 of Land Acquisition Act as agreed in Clause No.5 of terms of settlement is not paid. He would, therefore, urge that Award passed before Lok Adalat is liable to be quashed and set aside, being outcome of misrepresentation and fraud exercised upon petitioners.

3. The learned AGP would oppose prayers in writ petition contending that challenge is raised belatedly after 17 years and there is no element of fraud as contended by petitioners.

4. Having considered submissions advanced by learned Advocates appearing for respective parties, it can be observed that petitioners had made Reference under Section 18 of Land Acquisition Act for enhancement of compensation for acquired land. The Reference was relegated to Lok Adalat by consent of parties and accordingly, parties arrived at amicable settlement. The respondent/authorities agreed to pay enhanced compensation @ Rs.1625/- per R in respect of land acquired alongwith statutory interest. It was further agreed that enhanced amount in tune with settlement shall be paid within a period of six months from date of award. Clause No.7 of compromise terms stipulates that in case of failure to pay amount within six months, respondent/authorities shall be liable to pay interest @ 12% per annum on such amount from date of compromise till realization of amount.

5. Apparently, petitioners are seeking to challenge Lok Adalat Award after 17 years. Undisputedly, parties have arrived at amicable settlement. They were present before Lok Adalat. They signed compromise terms without demure in presence of their Advocates. In that view of matter, so far as recording of

compromise is concerned, it was perfectly in tune with law and as per agreement between parties.

6. Assuming that respondents/authorities have not deposited amount within agreed period, petitioners interest was duly protected under terms of agreement itself and for default provision for payment of further interest has been made. The petitioners are at liberty to exhaust appropriate remedy for non-compliance of order. However, that itself cannot be considered as ground to set aside Award passed by Lok Adalat. The Lok Adalat Award can be interfered only in case of fraud, misrepresentation in securing award is made out. No such case is discernible in present facts. The Supreme Court of India in case of ***Dilip Mehta Vs. Rekesh Gupta and Others***<sup>1</sup> observed in paragraph no.9 as under:-

*“9. This Court has, in a series of decisions, explained the consequence of this statutory finality. In State of Punjab v. Jalour Singh (Supra), it settlement between the parties, it is final and binding and executable as a decree, and that no appeal lies against it. It was further held that any challenge to such an award must be brought before the High Court in proceedings under articles 226 or 227 of the Constitution of India and only on limited grounds such as lack of consent, jurisdictional error or fraud. In Bhargavi Constructions v. Kothakapu Muthyan Reddy (Supra), this Court applied the same principle and held that civil suit to set aside such an award is not maintainable and that the only proper remedy is a writ petition before the High Court.”*

Further in case of ***K. Srinivasappa Vs. M. Mallamma***<sup>2</sup>, Supreme Court of India in paragraph nos.29 and 35 observed as under:

*“29. While we recognise that a Writ Petition would be maintainable against an award of the Lok Adalat, especially when such writ petition has been filed alleging fraud in the manner of obtaining the award of compromise, a writ court cannot, in a casual manner, de hors any reasoning, set aside the order of the Lok Adalat. The award of a Lok Adalat cannot be reversed or set aside without setting aside the facts recorded in such award as being fraudulent arrived at.*

*35. It is a settled position of law that where an allegation of fraud is made against a party to an agreement, the said allegation would have to be proved strictly, in order to avoid the agreement on the ground that fraud was practiced on a party in order to induce such party to enter into the agreement. Similarly, the terms of a compromise decree cannot be avoided, unless the allegation of fraud has been prove. In the absence of any conclusive proof as to fraud on the part of the objectors, the High Court could not have set aside the compromise decree in the instant case.”*

7. Mr. Kedar would further submit that in respect of acquisition in question one more litigation was filed before this Court. The petitioners had filed Writ Petition seeking directions for grant of compensation towards trees, well, pipeline and other components, but same was withdrawn, since Reference was pending before Court. However, record shows that Writ Petition was disposed of prior to entering into compromise by parties or passing of Award, which is sought to be challenged in this petition. The petitioners consciously entered in compromise and accepted amount as per

compromise. Nothing is brought on record that they were precluded from adding claim for additional compensation before recording compromise. Even otherwise, in absence of any acceptable explanation for delay of 17 years in approaching this Court, Writ Petition deserves to be rejected on account of delay and laches.

8. Hence, no interference can be made in impugned award in exercise of extraordinary jurisdiction under Article 227 of Constitution of India. In result, Writ Petition sans merit, hence, dismissed.

**(S. G. CHAPALGAONKAR)**  
**JUDGE**