
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 16898 OF 2024

Jigarbhai Bharatbhai Shah ...Petitioner
(Legal heir of Bharatbhai Hirachand Shah)

Versus

Fatesinh Mohansinh Chouhan & Ors. ...Respondents

Mr. Manoj Badgujar, for Petitioner.

Ms. Varsha Palav a/w Adv. Vishakha Shelar for Respondent No.1.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 17, 2026

JUDGEMENT :

1. Rule. Rule made returnable forthwith. By consent of the parties, heard finally.

2. This Writ Petition impugns a settlement reached by the parties to settle Special Civil Suit No.27 of 2011 (“***Suit***”) that had sought specific performance of a registered agreement for sale and conveyance of agricultural land bearing Survey No. 72/P admeasuring 7-32 Acres

situated in the Union Territory of Dadra (“**Subject Land**”).

3. The Petitioner, Jigarbhai Bharatbhai Shah (“**Jigar**”) has submitted that Respondent No. 1, Fatehsinh Mohansinh Chouhan (“**Chouhan**”), claimed to have reached an agreement with one Late Mr. Hirachand Fulchand Shah (“**Hirachand**”) to acquire the Subject Land for a sum of Rs. 2,19,60,000, for which he is said to have paid Rs. 4,00,000 to Hirachand. Possession of the Subject Land is said to have been handed over to Chouhan by Hirachand on February 21, 2007. An agreement for sale was executed and registered on May 15, 2008 and a sum of Rs. 16,50,000 is also said to have been paid to Hirachand. The balance consideration was to be paid against registration of a conveyance deed.

4. It is stated that Chouhan had pleaded that Hirachand had passed away before the conveyance deed could be executed. Hirachand’s legal heirs, were purportedly evasive, which led to the Suit being filed before the Civil Judge, Senior Division, Silvassa. Respondent Nos. 2 to 7 were Defendant Nos. 1 to 6 in the Suit. The first three defendants in the Suit were the sons of Hirachand – Bharatbhai Hirachand Shah (“**Bharat**”), Dilipbhai Hirachand Shah (“**Dilip**”) and Satishkumar Hirachand Shah (“**Satish**”) while the other three parties are their respective spouses.

5. The Suit was presented on May 7, 2011. Eventually, on October 1, 2011, a request was made to place the Suit before the Lok Adalat for a potential settlement.

6. On October 2, 2011, the Suit was settled at the Lok Adalat. The settlement records that the parties had agreed to have the land converted into non-agricultural land and would be sold in whole or in parts to third parties at a mutually agreed price. From the proceeds, Respondents No. 2 to 7 (the defendants in the Suit) would recover Rs. 2,19,60,000, which had been the agreed consideration between Chouhan and Hirachand. An admittedly received amount of Rs. 26,50,000 would be returned to Chouhan. The costs for conversion of the Subject Land to non-agricultural use would also be recovered by the Respondents 2 to 7. The rest of the sale proceeds would be split between Chouhan and the aforesaid Respondents in the ratio of 60:40. A consent decree capable of being executed was agreed to be drawn up.

7. These terms of settlement led to passing of a settlement award under the Legal Services Authorities Act, 1987 by the Lok Adalat (***“Settlement Award”***). This Petition impugns the Settlement Award.

8. Based on the Settlement Award, execution proceedings were initiated by Chouhan in 2020. By the time the execution proceedings were initiated Bharat too had passed away. In the execution

proceedings, objections to the execution of the Settlement Award were -
=by Jigar and one other legal heir of Bharat, and by Dilip and Satish .
Their objections were on the premise that Bharat was not a signatory to the consent terms and therefore the Settlement Award could not have been binding on him and therefore his legal heirs. Dilip and Satish opposed the execution proceedings on the premise that Chouhan had not performed his part of the bargain in the Settlement Award, and therefore Chouhan could not seek execution of the Settlement Award.

9. Bharat's heirs claimed that a fraud had been played on their late father, and that Chouhan had colluded with Dilip to have the consent terms executed, without the signatures of Bharat on the consent terms. The consent terms to settle the Suit were indeed signed by the advocate representing all the defendants (Bharat, Dilip and Satish and their spouses) and also by Dilip personally. However, the absence of signatures of these other parties are alleged to have vitiated the validity of the Settlement Award.

10. By an order dated August 14, 2024, the Execution Court rejected the objections to the execution proceedings, holding that all the defendants to the Suit had authorised Mr. D.G. Shah, their advocate, who had executed the consent terms and filed the joint *pursis* along with advocates for Chouhan which led to the Settlement Award.

Analysis and Findings:

11. I have heard Learned Advocates for all the parties at some length. The core grounds of challenge canvassed on Jigar's behalf can be said to be twofold - *first*, that the Settlement Award cannot bind Bharat (and thereby his heirs) and Satish, since these two siblings had not signed the Settlement Award; and *second*, that the participation by Mr. Govardhan Purohit on the Lok Adalat panel that approved the settlement vitiated the Settlement Award.

Absence of Consent by anyone but Dilip:

12. The first ground does not inspire confidence at all. What is seen from the record is that the Settlement Award has been signed by Dilip and by one Mr. D.G. Shah, constituted attorney and advocate on record for all the defendants in the Suit. The contention that Dilip colluded with Chouhan does not inspire confidence because Dilip and Jigar are completely aligned in the pursuit of this Petition and there is nothing on record to show that Bharat's legal heirs took any action against Dilip for the alleged collusion with Chouhan in signing the consent terms behind Bharat's back, in the run-up to the Settlement Award.

13. The Settlement Award was passed on October 2, 2011. Right

after that, it is Bharat who has taken steps and action that are consistent with the expectations from the defendants as stipulated in the Settlement Award. Bharat wrote, petitioned and followed up with the Mamlatdar and the District Administration seeking conversion of the Subject Land to non-agricultural land. Bharat sent an application on December 26, 2011; followed up on May 21, 2012; reminded on September 10, 2013; and again followed up on August 5, 2014. These are persistent and repeated actions that are consistent with and in accord with the expectations from Bharat under the Settlement Award.

14. As stated above, the defendants in the Suit were expected to have the Subject Land converted from agricultural usage to industrial usage, after which the Subject Land was to be sold off, with the proceeds being shared between the parties. Jigar's claim that Dilip had approved of the terms of the Settlement Award behind Bharat's back is undermined by not just the absence of any action by Bharat against Dilip, but also by Bharat's own follow up action for conversion of the Subject Land to industrial usage, consistent with the requirements from Bharat and other defendants in the Settlement Award. It is in this light that one cannot wish away the execution of the consent terms by the constituted attorney of Bharat, as not being in consonance with Bharat's own intentions.

15. That apart, it is Jigar and the legal heirs of Bharat that are now claiming that Bharat never approved of the Settlement Award. Bharat is no more to explain his conduct after the Settlement Award. Bharat himself had been the first defendant in the Suit after Hirachand was no more. Bharat's conduct after the Settlement Award does not lend itself to a preponderance of probability that he was against the Settlement Award. It is when the Settlement Award was put into execution that Jigar claimed on the late Bharat's behalf that Bharat was taken for a ride, with Jigar and Satish conveniently aligning their assault too on the Settlement Award – of course on the ground that Chouhan has not performed his side of the bargain in the Settlement Award.

16. That Dilip colluded with Chouhan, as pleaded in the Petition, is also not discernible from the record. Dilip too is now conveniently opposed to the execution on the premise that Chouhan has not acted in accordance with the Settlement Award. Dilip having been accused of colluding with Chouhan, has not put up any defence against the accusation, and instead has conveniently chimed in with Jigar about how the execution ought to be opposed. Admittedly, there is not a whisper of a complaint having been filed by Bharat or by Satish, or by any of their spouses including the spouse of Dilip, who alone had personally signed the consent terms with the advocate signing for all

others, against the advocate Mr. D.G. Shah as to how he could have signed the joint *pursis* and consent terms that led to the Settlement Award.

17. The suggestion that until the execution proceedings were initiated, Bharat, Satish, their spouses and even Dilip's spouse were unaware of the Settlement Award also sounds unbelievable. As stated above, Bharat has himself acted in accordance with the Settlement Award by applying for conversion of the Subject Land into non-agricultural land. If the suggestion is to be believed, these objectors (other than Dilip) heard nothing of the Settlement Award until 2020. Dilip would have then had to remain in deceitful silence all along even while Bharat was applying, chasing and following up the conversion of the Subject Land into non-agricultural land for some other reason. Yet, no action has been initiated against either Dilip or the Advocate, Mr. D.G. Shah, for agreeing to the Settlement Award without consent and without instructions, and for such a lengthy deceitful silence of a decade after having agreed to the Settlement Award behind their back.

18. The limitation for execution proceedings is 12 years and the execution proceedings have been commenced in nine years. This cannot be faulted. On the contrary, during these nine years, there are no other contemporaneous and collateral circumstances that lend any

credence to the contentions in the Petition made by Jigar and supported by Respondents No. 2 to 7.

19. I have closely examined the assessment of case law and analysis by the Execution Court when holding that there was indeed participation and consent by the defendants other than Dilip. No fault can be found with it. The case law cited by Jigar and other objectors point to the preference for lawyers to have their clients too to execute consent terms, but by no stretch can it be said, as a matter of an absolute proposition, that despite parties having expressly authorised a lawyer to take all steps connected with the proceedings and having agreed to ratify the same, and also having acted consistent with the Settlement Award, the duly authorised and constituted attorney's signature would not bind them. In the factual matrix on hand, I am simply not convinced that Jigar, Dilip and Satish and other heirs of Bharat have made out even a reasonable case for denying that the late Bharat and Satish who are alive never agreed to the consent terms. In the writ jurisdiction, it would also not be open to conduct a trial of questions of fact and unless Jigar's contentions are writ large on the face of the record, it would not be possible to draw inferences in this jurisdiction.

20. All of this leads to the aforesaid contentions under the first

ground of attack to the Settlement Award to be implausible, irrational and unreasonable. Therefore, I have no hesitation in rejecting the first contention i.e. that the Settlement Award did not have the blessings and consent of any of the defendants other than Dilip.

Composition of Lok Adalat Panel:

21. The second ground i.e. that one Mr. G.G. Purohit who has signed as Chouhan's advocate in the plaint filed in the Suit was also a member of the Lok Adalat panel that approved the Settlement Award, is a new objection that has been taken up for the first time in this Petition that was not taken up before the Execution Court, whose order is impugned in this Petition.

22. However, being a question of law, the inclusion of this objection in the Petition has led to this being considered -this is a prime ground taken up. However, a close perusal of the record and the affidavit of the Legal Services Authority shows that the advocate for Chouhan who signed the consent terms was an advocate holding for Chouhan's advocate, one Mr. J. G. Desai and not Mr. G.G. Purohit. The Petitioner seeks to point out that the signature by a signatory in the Plaint, confirming that he knows the deponent, is the same as the signature of the Lok Adalat panel member and that this should suffice to vitiate the Settlement Award.

23. I remain unconvinced on this count too. It is well settled law that the Lok Adalat panel does not perform an adjudicatory function; it has no jurisdiction to decide any issue on merits; and can never force a decision on any party, being a conciliation-overseeing panel. Party autonomy and independence of the parties to agree to a compromise and settlement lies at the foundation of Lok Adalat settlements. The sheer delay in raising this objection and the absence of any confidence in how the delay is sought to be explained, leads me to the view that a case for exercise of discretion under the writ jurisdiction has not been made out.

24. It is in this context that the ground of conflict of interest, raised for the first time in the writ petition, does not convince me to make an intervention at this distance of time. Ordinarily, one would want even a non-adjudicatory panel's member to have no scope for even a perceived conflict of interest. However, as explained above, there has not been a whisper of a protest for nearly a decade and half, and the manner of explanation of such delay does not inspire confidence. Even with such delay, this ground was never raised even before the Execution Court and is now being raised in this Petition, indicating an afterthought and an added string to the bow in assailing the Settlement Award.

25. Considering the specific and peculiar factual matrix on hand and the conduct of the Petitioner and the supporting Respondents, I am not inclined to exercise the writ jurisdiction to disturb the Settlement Award. Moreover, the matter in hand is indeed a private dispute and the jurisdiction under Article 227 has been invoked in connection with the decision of the Execution Court (proximate cause) and the passing of the Settlement Award (nearly a decade and half later). Even in the proximate proceedings before the Execution Court, this issue was not even raised and it is being raised only at this stage. While a question of law can be raised at any stage, in my opinion, the exercise of powers under the writ jurisdiction must be mindful of the overall impact of its decisions and consider if an intervention sought would inflict inequity and injustice in a bid to cure the injustice complained of. Taking the overall bundle of facts and circumstances into account, I am not satisfied that a case has been made out for an intervention on this count either.

Conclusion:

26. Therefore, for the aforesaid reasons, neither of the two grounds pressed into service on behalf of Jigar in these proceedings appeal to me to make an intervention. Therefore, I am not satisfied that a case for setting aside either the Settlement Award dated October

2, 2011 or the Execution Court's order dated August 14, 2024 has been made. Therefore, the Petition is *dismissed* without any intervention. Rule is discharged in the aforesaid terms. In the peculiar facts of the case, there shall be no order as to costs.

27. Rule is discharged with the aforesaid terms.

28. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]