



CWP-7363-2026

-1-

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

113

CWP-7363-2026

Date of Decision: 12.05.2026

Paramjit Kaur and others

...Petitioners

Versus

National Lok Adalat, Moga and another

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Akshay Kumar Goel, Advocate for the petitioners

Mr. Vikas Kumar, Advocate and

Mr. Akhil Kashyap, Advocate for respondent No.2

JAGMOHAN BANSAL, J. (Oral)

1. The petitioners through instant petition under Articles 226/227 of the Constitution of India are seeking setting aside of award dated 24.05.2025 passed by National Lok Adalat, Moga in Suit bearing CS No.689 of 2024 titled as '*Ratinder Kaur Sandhu v. Paramjit Kaur and others*'.

2. The petitioners and respondent No.2 entered into agreement to sell dated 29.11.2023 with respect to land measuring 56 Kanals situated in District Moga. Respondent No.2 i.e. buyer paid a sum of ₹70 Lakhs as earnest money to the petitioners. Sale deed was to be executed on 25.04.2024. The petitioners did not come forward for registration of sale deed and respondent No.2 filed Civil Suit on 09.07.2024 before Civil Judge (Junior Division), Moga. The Civil Court restrained the petitioners from alienating the suit property. The petitioners entered into compromise with the respondent No.2. As per compromise deed dated 22.05.2025, the petitioners were supposed to pay a sum of ₹1,14,00,000/- to respondent

No.2. The payment was to be made on or before 10.06.2025. Petitioner



No.1-Paramjit Kaur moved an application dated 22.05.2025 before learned Civil Judge (Junior Division), Moga for taking up aforesaid suit. The matter was taken up on the same day and statements of the parties, on the basis of compromise, were recorded. Learned Civil Judge did not pass decree on the basis of compromise whereas referred the matter to National Lok Adalat which was to be held on 24.05.2025. In the presence of counsel for the parties, the suit vide order dated 24.05.2025 was disposed of by National Lok Adalat. The order was passed on the basis of compromise dated 22.05.2025. The petitioners, as per compromise, were supposed to pay a sum of ₹1,14,00,000/-, however, they did not make payment and entered into agreement to sell with third person which compelled respondent No.2 to file civil suit for permanent injunction besides execution petition. In the civil suit, interim order to the effect that petitioners would not alienate suit property was passed. The petitioners filed objections in the execution petition. Learned Executing Court vide order dated 25.02.2026 rejected their objections on the ground that there is no dispute with respect to compromise and the petitioners are assailing order of National Lok Adalat on procedural lapse which does not go to the roots of the matter. The petitioners thereafter approached Civil Judge who had passed award in National Lok Adalat. Learned Civil Judge (Junior Division), Moga vide impugned order dated 25.02.2026 has rejected their application on the ground that award was passed on the basis of compromise arrived at between the parties. The award passed by National Lok Adalat is final and cannot be recalled.

3. Learned counsel for the petitioner submits that as per judgment of Hon'ble Supreme Court in *Madhya Pradesh State Legal Services Authority v. Prateek Jain and another*, 2014 (10) SCC 690, the Civil Court



could not *suo motu* refer the matter to National Lok Adalat. It was supposed to pass consent decree as per applicable rules. There should be at least one Member besides Presiding Officer whereas impugned award was passed by Presiding Officer without any Member.

4. *Per contra*, learned counsel for respondent No.2 submits that impugned award has been passed on the basis of compromise deed executed between the parties. The petitioners are not disputing compromise deed, however, want to resile from award on technical grounds. They are bound by compromise deed. Their intention is *prima facie* bad. The award was passed in the presence of counsel for the parties who were also signatories to the compromise deed. No objection, at the time of passing award, was raised by the petitioners. At this belated stage, they want to take undue advantage.

5. Heard the arguments and perused the record.

6. From the perusal of record, it is evident that petitioners are not disputing that they entered into agreement to sell dated 29.11.2023. Earnest money was paid by buyer-respondent No.2. A civil suit was filed by respondent No.2 and an interim order in her favour was passed by Civil Court. The petitioners were restrained from alienating the property. They appeared before Civil Court along with their counsel. They entered into compromise deed dated 22.05.2025. One of the petitioners moved an application dated 22.05.2025 before Civil Court praying for taking up the matter, recording of their statements and taking on record compromise deed. The Presiding Officer took up the matter. Statements of both sides were recorded and compromise deed was taken on record. Learned Civil Judge, at that very stage, could pass decree on the basis of compromise deed,



however, opted to refer the matter to National Lok Adalat which was going to be held on 24.05.2025. The award was passed by National Lok Adalat in the presence of counsel for both sides and it was based upon compromise deed and statements already recorded.

7. The object of prescribing procedure is to facilitate fair adjudication and Courts are empowered to adopt a liberal approach so that substantive rights are not sacrificed at the altar of technicalities. Courts have time and again held that all rules of procedure are intended to serve the ends of justice and not to obstruct it. Procedural law is the handmaid of justice and must be interpreted in a manner that advances the cause of justice rather than defeats it. Procedural law is not to be a tyrant but a servant, not an obstruction but an aid to justice. Procedural prescriptions are the handmaid and not the mistress, a lubricant, not a resistant in the administration of justice.

8. The petitioners are assailing impugned award on the ground that Civil Court was supposed to pass compromise decree instead of referring the matter to National Lok Adalat. Quorum of National Lok Adalat was not complete, thus, order was passed by an incomplete quorum. The petitioners filed objections to execution petition. The Executing Court by order dated 25.02.2026 rejected their objections on the ground that award has been passed on the basis of compromise which is undisputed. The statements recorded before Civil Court are also undisputed. The objections raised by the petitioners are procedural and do not go to the roots of the matter. The petitioners have not challenged said order. The petitioners are assailing orders passed by National Lok Adalat on the ground of quorum and procedure. This Court believes that act of petitioners is *mala fide* and

**CWP-7363-2026****-5-**

amounts to misuse of process of law. They have not approached Courts with clean hands. It was petitioners who entered into compromise and moved an application before Civil Court seeking permission to place on record compromise deed and recording of their statements. There was interim order against them which compelled them to enter into compromise. They, even at this stage, are not disputing voluntary nature of compromise deed and its contents. They want to take procedural lapse and defeat ends of justice. This shows that they want to abuse process of law and deprive respondent No.2 from her valuable rights arising from orders passed by Civil Courts.

9. In the wake of above discussion and findings, this Court is of the considered opinion that present petition deserves to be dismissed and accordingly dismissed.

(JAGMOHAN BANSAL)
JUDGE

12.05.2026*Mohit Kumar*

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No