



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

161

CWP-15575-2026

Date of Decision: 18.05.2026

RAMPAL

...Petitioner

Vs.

PRESIDING OFFICER, PERMANENT LOK ADALAT & ANR.

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Parveen Kumar , Advocate (*through V.C*) and
Mr. Vikas Malik, Advocate for the petitioner

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Article 226/227 of the Constitution of India is seeking setting aside of order dated 23.02.2026 whereby Permanent Lok Adalat, Public Utility Service, Camp Court at Narnaul (Haryana) (for short 'PLA') has dismissed his application filed under section 22C of Legal Services Authorities Act, 1987 (for short '1987 Act'). He is further seeking direction to respondent No.2 to pay him a sum of Rs.1,00,000/-.

2. On 29.07.2024, petitioner took admission in respondent No.2's institute for pursuing a Fertilizer Diploma Course. He deposited Rs.12,500/- as course fee. He claims that respondent No.2 had assured him to commence the classes in one week but the same were not commenced in the stipulated time frame. He served legal notice dated 04.09.2024 asking respondent No.2 to either refund his fee or start the

course. Aggrieved by inaction on the part of respondent No.2 he filed claim before PLA by way of application dated 14.10.2024. Matter was tried to be reconciled, however, was finally adjudicated on merits. PLA has concluded that petitioner did not attend training despite the fact that he had knowledge that training was to be commenced from 01.05.2025 to 16.05.2025. Amount of Rs.12,500/- has rightly been forfeited by respondent as per guidelines. There is no deficiency on the part of respondent.

3. Learned counsel for petitioner submits that respondent violated its oral commitment and PLA has mechanically dismissed his claim. The petitioner is entitled to refund of Rs.12,500/- along with compensation.

4. Heard the arguments and perused the record.

5. The petitioner is claiming that respondent was bound to start Fertilizer Diploma Course within one week from the date of deposit of fee whereas it was commenced from 01.05.2025. There was clear violation of commitment by respondent-Institute.

6. The findings recorded by PLA read as :-

“10. In the present case it is the admission of the respondent that the applicant had taken an admission to attend the diploma course and had deposited an amount of Rs. 12,500/- on account of diploma fee. In Para No.2 of the application it is specifically pleaded by the applicant that at the time of taking the admission the respondent had assured the applicant that the classes shall be started within seven days from 29.07.2024. This fact has been denied specifically by the respondent. No documentary evidence whatsoever has been produced by the applicant

to prove this fact except the pleadings as mentioned in Para No.2 of the application. It is a settled law that mere pleadings are not sufficient unless and until the pleadings are proved by producing cogent and convincing evidence. In these circumstances it cannot be said that the respondent had assured the applicant that the diploma classes shall be started within seven days after 29.07.2024.

11. Apart from the deposit slip of Rs.12,500/- no other documentary evidence has been produced by the applicant to prove the contents of the application. On the other hand, the respondent has produced the documentary evidence to prove the contents of the reply. Ex.R1 is the guidelines for the diploma wherein in Annexure-I it is clearly mentioned that the course fee is Rs.12,500/- per candidate for 15 days for a batch of 30 candidates under Self-Finance Mode. Meaning thereby the course was to be started for a batch of 30 candidates. It is also mentioned in the guidelines that after finalization of admissions, course fee paid will not be returned. The respondent was not liable to refund the course fee because all the arrangements were made by the respondent for the training of 30 candidates.

12. The respondent has also produced Ex.R2, a letter bearing No.838 dated 24.10.2024 whereby the applicant was asked to attend the course from 01.05.2025 to 16.05.2025. Ex. R3 is the copy of dispatch register wherein the letter No.838 has been shown to be dispatched to the applicant on 24.10.2024. Meaning thereby the applicant was duly informed by the respondent to attend the training course from 01.05.2025 to 16.05.2025. The applicant did not attend the training course and no documentary evidence has been produced by the applicant to substantiate the fact that the respondent had refused to impart the training.

13. In view of our above discussion and observations we are of the considered opinion that it was the applicant who did not attend the training despite the fact that he had

the knowledge that the training was to be started from 01.05.2025 to 16.05.2025. The amount of Rs. 12,500/- has rightly been forfeited by the respondent as per the guidelines. There is no deficiency in service on the part of the respondent. Therefore, the applicant is not entitled for any relief as claimed by him in the present application.

14. With these observations, the application, filed by the applicant, is hereby dismissed. However, keeping in view the facts and circumstances of the case the parties are left to bear their own cost. File be consigned to the record-room after due compliance.”

7. From the perusal of findings, it is evident that there is no manifest factual or legal infirmity in the impugned order. The petitioner did not lead any evidence in support of its contention except pleading based upon oral statements.

8. Section 22E of 1987 Act provides that award passed by PLA shall be final and binding on all the parties. The award cannot be called in question in any original suit, application or execution proceedings. Section 22E reads as:

“22E. Award of Permanent Lok Adalat to be final. —(1) Every award of the Permanent Lok Adalat under this Act made either on merit or in terms of a settlement agreement shall be final and binding on all the parties thereto and on persons claiming under them.

(2) Every award of the Permanent Lok Adalat under this Act shall be deemed to be a decree of a civil court.

(3) The award made by the Permanent Lok Adalat under this Act shall be by a majority of the persons constituting the Permanent Lok Adalat.

(4) Every award made by the Permanent Lok Adalat under this Act shall be final and shall not be called in question in any

original suit, application or execution proceeding.

(5) The Permanent Lok Adalat may transmit any award made by it to a civil court having local jurisdiction and such civil court shall execute the order as if it were a decree made by that court.”

It is factually and legally correct that award passed by PLA can be examined in writ jurisdiction, however, mandate of Section 22E cannot be ignored. The award can be examined in writ jurisdiction if there is manifest procedural or fundamental error or PLA has passed award beyond its jurisdiction. There is no such argument or allegation in the present case. PLA has passed impugned order after following prescribed procedure and granting opportunity of hearing.

9. In the wake of above discussion and findings, this Court does not find it appropriate to interfere with the impugned award.

10. Dismissed.

11. Pending application(s), if any, stands disposed of.

(JAGMOHAN BANSAL)
JUDGE

May 18, 2026
Deepak DPA

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No