SECOND WORKSHOP OF THE JUDICIAL OFFICERS ON CIVIL SIDE

SESSION - II

Paper presentation on the topic of

. **Lok Adalat Award and Jurisdiction.**

- **Lok Adalat award-presence of parties, GPA & co-accused.**
- **Lok Adalat Award- *ex parte* decree.**
- **Lok Adalat Award- Registrations.**
- **Lok Adalat Award- Executability**
- **Whether award can contain conditions as to future compliance, consequences of violations etc.**
- **Lok Adalat award – Hybrid mode Special reference to Matrimonial matters.**
- **Lok Adalat award – compoundable offences/ancillary non-compoundable offences.**

BY

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"THE TIME AND THE WORLD DO NOT STAND STILL FOR CHANGE IS THE LAW OF LIFE AND THOSE WHO LOOK ONLY TO THE PAST OR THE PRESENT ARE CERTAIN TO MISS THE FUTURE"

..John F Kennedy 1963

INTRODUCTION

The Legal Services Authorities Act of 1987 was enacted in response to a formal and lengthy process of justice delivery system and case pendency, with the purpose of providing free and competent legal services to the disadvantaged parts of society. Its mission is to ensure that no citizen is denied access to justice due to financial or other constraints. Lok Adalat is a radical step in the administration of justice.

Lok-Adalat has represented a human-sensitive forum that provides amicable, quick, and affordable justice by using an informal procedure and avoiding formalities. The purpose of this article is to explain the nature of awards of the Lok-Adalats in India. The current work details the award of a Lok-Adalat and its relation with Judicial Review.

1. **Lok Adalat Award and Jurisdiction**
    - Overview of the nature and scope of Lok Adalat awards
    - Jurisdictional limits and applicability
2. **Lok Adalat Award – Presence of Parties, General Power of Attorney (GPA) & Co-Accused**
    - Explanation of party presence requirements
    - Role and validity of GPA in Lok Adalat proceedings
    - Position of co-accused in Lok Adalat matters
3. **Lok Adalat Award – Ex Parte Decree**
    - Concept of ex parte decree in Lok Adalat context
    - Legal implications and validity
4. **Lok Adalat Award – Registration**
    - Whether Lok Adalat awards require registration
    - Relevant statutory provisions and case law
5. **Lok Adalat Award – Executability**
    - Enforcement of Lok Adalat awards
    - Powers of courts regarding execution
6. **Lok Adalat Award – Conditions on Future Compliance and Consequences of Violations**
    - Can awards include conditional terms?
    - Legal stance on enforcement of future obligations and penalties
7. **Lok Adalat Award – Hybrid Mode with Special Reference to Matrimonial Matters**
    - Explanation of hybrid mode of Lok Adalat awards

- Application and challenges in matrimonial disputes

8. **Lok Adalat Award – Compoundable Offences and Ancillary Non-Compoundable Offences**
   - Handling ancillary non-compoundable offences in Lok Adalats

I. History and Evolution of Lok Adalats in India

1. The Government of India had, with the object of providing free legal aid, by a Resolution dated the 26th September, 1980 appointed the **'Committee for implementing Legal Aid Schemes'** (CILAS) under the Chairmanship of Mr. Justice P.N. Bhagwati (as he then was) to monitor and implement legal aid programmes on a uniform basis in all the States and Union Territories.

2. It is, therefore, felt that it will be desirable to constitute statutory legal services authorities at **the National, State and District levels** so as to provide and for the effective monitoring of legal aid programmes. UNDER Article 39 A, OF INDIAN CONSTITUTION, enacted in 1987, Act No. 39 of 1987, **"The Legal Services Authorities Act, 1987"** [received the assent of the President on 11-10-1987 and came into force with effect from 9.11.1995].

3. As per **S.2 (1)(d)** of THE LEGAL SERVICES AUTHORITIES ACT 1987 the term "**Lok Adalat**" means a Lok Adalat organised under Chapter VI of the Act that deals with Lok Adalats and its organisation.

"Lok Adalat" means 'people Court' and is a unique Indian mechanism for amicable dispute resolution through compromise. It is one of the components of Alternative Dispute Resolution System - This system is based on Gandhian Principle. Object behind Lok Adalat is to provide quick and conciliatory justice to people through alternative dispute resolution as a devise for expeditious and inexpensive justice.

1. Ancient Roots: Nyaya Panchayats

India's Lok Adalat system traces its **philosophical and structural origins** to the ancient **Nyaya Panchayats (NPs)**—informal village tribunals headed by elders.

These traditional bodies:

- Operated based on **community customs and equity**, not codified law.
- Emphasized **conciliation over confrontation**, often resolving disputes through dialogue and compromise.
- Leveraged the **social standing and wisdom** of elders who understood the parties and the local context.
- Enjoyed **voluntary compromise** and respect due to communal legitimacy.

🔹 2. Modern Legal Aid Movement and the Role of Justice P.N. Bhagwati

The **modern Lok Adalat movement** is rooted in the **post-independence legal aid discourse**.

Key milestones:

- **1949**: Justice Bhagwati's **Committee on Legal Aid and Legal Advice** declared that legal aid is a S**tate's responsibility** under **Article 14 & 22(1)** of the Constitution of India (right to equality & equal Protection of law).
- **1976**: The **Bhagwati Report** (Report on National Juridicare), authored by **Justice P.N. Bhagwati** and others, revolutionized legal access by:
    - Arguing that **poverty blocks legal access**.
    - Promoting **Public Interest Litigation (PIL)** as a tool for **social justice**.
    - Suggesting **non-adversarial dispute resolution**, including Lok Adalats, as part of **state-supported legal services**.

➢ Justice P.N. Bhagwati is widely regarded as the **Father of Lok Adalat** in India.

🔹 3. Influence of Field Experiments: The Rangpur Ashram Model

Indian legal scholar **Upendra Baxi** documented the informal dispute resolution experiments by **Harivallabh Parikh**, a Gandhian social worker in **Rangpur, Gujarat**:

- He used **non-violent negotiation** and **community participation** to resolve intra-village disputes.
- Cases were resolved by **dialogue between parties and elders**, with **final approval from the village assembly**.
- This model **inspired Gujarat** to adopt state-supported Lok Adalats during legal aid conferences.

◆ **4. <u>Institutionalization and National Expansion</u>**

- **1976 -** Constitutional Mandate: Article 39 A was added to the Indian Constitution by the 42nd Amendment directing the State to promote equal justice and free legal aid.
- **Early 1980s –** The first Lok Adalat was held in 1982 in Gujarat and its success led to similar ad-hoc lok Adalat "camps" in other States.
- **1986–1988**: Lok Adalats gained momentum nationally due to **judicial and political support** and the enactment of **Legal Services Authorities Act 1987** providing statutory basis for Lok Adalats.
- **1995** - **Nationwide Institutionalization:-** On November 9, `1995 the 1987 Act was finally enacted, leading to the establishment of NALSA (with the Chief Justice of India as Pattern-in-chief).
- **2002 Amendment to the Legal Services Authorities Act, 1987**:
    - Recognized **Permanent Lok Adalats (PLAs)** under **Section 22B of the Act**.
    - Allowed for **pre-litigation conciliation**, particularly in **public utility disputes**.
    - Gave PLAs the authority to **decide the disputes on merits** if conciliation failed—**a major shift** from earlier voluntary-only decisions.

➢ This amendment was aimed at addressing **delays** and **reducing the burden** on formal courts.

From, 2013 to 2015 National Lok Adalats became a regular quarterly event. This period also saw Mega Lok Adalats and specialised Lok Adalats.

- **2020 – Adoption of E-Lok Adalats:** The Covid-19 pandemic forced courts and ADR mechanisms to innovate.
- **<u>2022 -</u>** Record Settlements: The Lok Adalat system achieved unprecedented numbers. (In 2022 more than one crore cases including **16.45 lakh pending cases settled in a single day.**

- **2024 - Continuation and New Heights :** The trend of large – scale Lok Adalats continued for settlement of lakhs of pending cases on a single day. This effort held under the moto "**Resolving disputes, restoring Harmony"** to reduce the burden on the Courts in India.

5. Legal Framework and Section 89 CPC:

- **Section 89 of the Code of Civil Procedure (CPC)** enables courts to:
  - Formulate settlement terms.
  - Refer suitable cases to **Alternative Dispute Resolution (ADR)**, including Lok Adalats.
  - Use Lok Adalats as a tool to **streamline judicial workflow**.

➢ **Current Lok Adalat Structure and Types**
➢ **Composition (As per Legal Services Authorities Act, 1987):**

Level	**Composition**
State Authority	Chair: Sitting judge; Members: Advocate + social worker
High Court Committee	Chair: Sitting High Court Judge; Members: Advocate + social worker
District Authority	Chair: Sessions Judge; Members: Advocate + social worker
Taluk Committee	Chair: Taluk Judge; Members: Advocate + social worker

➢ **Types of Lok Adalats**

Type	**Description**
1. National Lok Adalat	Held monthly since **Feb 2015** across courts nationwide. Focuses on specific themes (e.g., traffic, cheque bounce. MVOPs)
2. Permanent Lok Adalat (PLA)	Created under **Section 22B**. Deals with **public utility services** like telecom, transport, postal services etc. Can **pass enforceable awards** even without party agreement (non-criminal matters)
3. Mobile Lok Adalat	Travels to **rural and remote regions** to promote access to justice

Type	Description
4. Daily Lok Adalat	Functions **after regular court hours** to tackle **case backlogs**; includes advocates or social workers
5. Jail Lok Adalat	Recently introduced to provide **speedy justice to undertrials**; focuses on **plea bargaining and minor offenses**

- **Why Lok Adalat is Matter**

Feature	**Benefit**
Speedy justice	Cases are settled in one day or a few hours
Cost-effective	No court fees, no lengthy procedures
Accessible	Reaches marginalized populations including rural communities and prisoners
Finality	Awards are **binding and enforceable as civil decrees**
Conciliatory	Encourages **mutual understanding** and **social harmony** over punishment

- **Conclusion**

The **Lok Adalat system** represents India's unique effort to blend **ancient traditions of dispute resolution** with **modern legal principles**. From its **roots in village assemblies** to its **present legal framework under the Legal Services Authorities Act**, Lok Adalats have evolved into a critical component of **people-centric justice delivery**. Their emphasis on **accessibility, affordability, and conciliation** makes them a model for **alternative justice systems** globally.

II. Summary and Critical Analysis of Lok Adalats as an Alternate Dispute Resolution Mechanism

i. Background and Context

- The Indian judiciary faces a massive backlog of cases, often leading to years-long delays.

- The legal maxim **"justice delayed is justice denied"** highlights the critical issue of prolonged litigation.
- To address delays and make justice more accessible, **Alternate Dispute Resolution (ADR)** mechanisms were introduced, including arbitration, conciliation, mediation, and Lok Adalats.
- Lok Adalats, translating to "People's Court," are India's indigenous ADR institution, inspired by traditional Panchayats and Gandhian principles of Gram Swaraj.
- Lok Adalats were given statutory backing under the **Legal Services Authority Act, 1987**, promoting equal access to justice and legal aid (Article 39A of the Constitution).

ii. NATURE AND JURISDICTION OF LOK ADALATS

- Lok Adalats focus on **amicable settlement through conciliation and compromise** rather than formal judicial adjudication.
- Their awards are **administrative orders** but are **legally binding** and have the **same status as a civil court decree**.
- Jurisdiction is limited to **compoundable civil and certain criminal matters**; non-compoundable criminal cases are excluded.
- Consent of even one party is sufficient to refer a matter to Lok Adalat.
- If a settlement is not reached, the case is referred back to the regular courts.
- Awards cannot be appealed, making them final and enforceable.

iii. Advantages of Lok Adalats

- **Speedy justice**: Resolves disputes faster than traditional courts.
- **Cost-effective**: No court or lawyer fees; previously paid court fees are refunded if case is settled.
- **Reduces backlog**: Lightens the burden on the judiciary.
- **Flexible procedures**: Not strictly bound by CPC or Indian Evidence Act rules, allowing customized dispute resolution.
- **Accessible justice**: Especially beneficial to economically weaker sections who cannot afford protracted litigation.

- **Social benefits**: Encourages mutual settlement, preserving relationships and promoting social harmony.
- Judges and retired judicial officers preside, ensuring experienced oversight.

iv. Legal and Constitutional Support

- Access to justice is a fundamental right under **Article 21** and related to **Article 14** (equality before law).
- Lok Adalat awards are deemed civil court decrees by **Section 21** of the Legal Services Authority Act.
- The Supreme Court has upheld the binding nature of Lok Adalat awards (e.g., **PT Thomas v. Thomas Job**).
- Lok Adalats serve as an effective alternative, respecting constitutional guarantees.

Conclusion

- Lok Adalats have significantly improved access to justice by offering a **speedy, cost-effective, and flexible dispute resolution mechanism**.
- Their role in **reducing case backlog** and providing **legal relief to marginalized groups** is invaluable.
- Despite some limitations, the **benefits far outweigh the drawbacks**.
- The challenges faced can be mitigated through **administrative reforms, better public awareness, and expansion of jurisdiction**.
- Ultimately, Lok Adalats represent a **necessary and effective pillar** in India's justice delivery system, complementing the formal courts rather than replacing them.

III. *Lok Adalat Award and Jurisdiction*

Lok Adalats are an effective mechanism for Alternative Dispute Resolution (ADR) in India, established under the Legal Services Authorities Act, 1987. Their primary objective is to resolve disputes amicably through conciliation and settlement rather than adversarial litigation.

Lok Adalat is a forum of ultimate dispute resolution, and it has the jurisdiction to settle both civil and criminal case (compoundable offences Under Section 359 of BNSS, 2023 (corresponds to old Sec. 320 of Cr.P.C). It also handles the cases pending in the court or at a pre- litigation stage.

"**AWARD**":-

- Section 21 of L.S.A. Act 1987 (hereinafter referred to the Act) provides for the Award of Lok Adalat.
  As per Regulation 17 (1) of NALSA (LA) Regulations 2009, **Award –** Drawing up of an Award is an administrative act by incorporating the terms of settlement or compromise agreed by the parties….

"**COMPROMISE":-**

Compromise means settlement of differences by mutual concessions. It is an agreement reached by adjustment of conflicting or opposing claims by reciprocal modification of demands. A compromise is always bilateral and means mutual adjustments.

SETTLEMENT is termination of legal proceedings by mutual consent.

(State of Punjab vs., Ganpat Raj , AIR 2006 SC 3089)

Scope and Meaning of Jurisdiction under Section 19(5)(ii)

Section 19(5)(ii) of the Act speaks of jurisdiction, generally, it cannot, therefore, be construed in a narrow sense to mean 'territorial jurisdiction' only. The emphasis in Statute is upon jurisdiction of Lok Adalat with reference to Court for which it was organised and which in turn had jurisdiction to hear the matter and therefore the jurisdiction of such Lok Adalat for determining the case would with reference to the **subject matter jurisdiction of that Court** for which the Lok Adalat is conducted.

The above said **interpretation** was made in

- ***Karuturi Satyanarayana v. K. Krishnaveni Durga Kumari***, 2011 (1) ALD 174 (DB), the Andhra Pradesh High Court
- **Illustration from Case Law**: In the above case, the issue of guardianship was involved—a matter that, under Section 9 of the

Guardians and Wards Act, lies within the jurisdiction of the **District Court**. Therefore, a **pre-litigation case involving guardianship** could not be validly referred to a **Lok Adalat organized for a Junior Civil Judge**. Such an award is without jurisdiction.

- **Legal Consequence**: An **award passed by a Lok Adalat** that lacks the **requisite jurisdiction** (either territorial or subject-based) is liable to be **set aside**. Any **execution petition** based on such an award is **not maintainable**.

Lok Adalat Award

- **Legal Status:** The decision or "award" passed by a Lok Adalat holds the same authority as a decree issued by a civil court. This means the award is legally binding and enforceable just like any regular court judgment.
- **Enforceability:** Since the award is treated as a civil court decree, it can be executed through legal procedures. If any party fails to honour the settlement terms, the other party may file an execution petition in the civil court to enforce the award.
- **Limited Scope for Challenge:** Although Lok Adalat awards are final and not subject to appeal, they can be challenged in an exceptional situation through writ petitions under Articles 226 or 227 of the Constitution of India. Grounds for challenge include:
    - Fraud or misrepresentation in obtaining the award
    - Absence of a genuine compromise between parties
    - Failure to follow the prescribed procedure under Section 20 of the Legal Services Authorities Act.

It is essential to recognize that Lok Adalats aim to facilitate settlement between parties and **do not adjudicate on the merits** if no agreement is reached.

<u>JURISDICTION OF LOK ADALATS :-</u>

@**Regulation 12** of NALSA Regulations (LA) 2009 speaks about ***'territorial jurisdiction'*** *and not of* ***'pecuniary jurisdiction'.*** **J**urisdiction of Lok Adalat is emphasised in section 19 (5) of the Act. Lok Adalats have

jurisdiction over a broad spectrum of disputes, both pending in courts and at pre-litigation stages:

- **Pending Cases:** They can resolve any civil or compoundable criminal case currently pending in any court. {**(Section 19(5)(i)**}
- **Pre-Litigation Disputes:** Lok Adalats also handle disputes before they formally enter the court system, enabling early resolution and reducing the caseload of traditional courts. {**(Section 19(5)(ii)**}
- **Types of Cases that can be settled in lok adalat:**
    - Civil disputes such as property, contracts, and land acquisition
    - Family and matrimonial matters
    - Motor accident claims
    - Compoundable criminal offenses (where settlement is legally permissible)
    - Labour disputes
    - Bank recovery claims
    - Consumer grievances
    - Pension-related issues
- **Exclusions:** Lok Adalats cannot adjudicate matters involving non-compoundable criminal offenses.
- **Pecuniary Limits:**
    - The Lok Adalat has to verify before passing any award as to the **subject matter of the value** in terms of **pecuniary limit** and any Award passed without verifying the same, is without ***jurisdiction***, and liable to be set aside. ***(Moha Asham Pasha vs,E Srihari Chari- 2016 (2) ALD 603***
    - Permanent Lok Adalats, established under Section 22-B for public utility services (like transport, postal, telegraph), can handle cases up to ₹1 Crore. Unlike general Lok Adalats, if no settlement is reached, the Permanent Lok Adalat **can decide the dispute (except in non-compoundable cases) on merit.**
- **Territorial Jurisdiction:** A Lok Adalat exercises jurisdiction over cases that fall within the territorial limits of the court under which it is constituted.

➢ **Important Case Laws on Lok Adalat Award and Jurisdiction**

@ Canara Bank vs G.S. Jayarama on 19 May, 2022 (SC);

Showing the contexts in which lok adalat jurisdiction appears in the document;

Section 19(5) provides that Lok Adalats shall have the jurisdiction to arrive at a compromise and settlement between the parties in respect of a matter: (i) pending before a court for which the Lok Adalat is organised; or (ii) not pending before a court for which the Lok Adalat is organised but falling within its jurisdiction.

* Held that the Lok Adalath has no adjudicatory function as per the [Legal Services Authorities Act, 1987]

* that the Lok Adalat shall have no jurisdiction in respect of any case or matter relating to an offence not compoundable under any law.

* Every Lok Adalat shall, while determining any reference before it under this Act, shall be guided by the principles of justice, equity, fair play and other legal principles

* **Estate Officer v. Colonel H.V. Mankotia**

Citation: (2021) SCC Online SC 924

Held: Lok Adalat has no jurisdiction to decide a case on merits if parties do not reach a compromise.

If there is no mutual settlement, the matter must be returned to the referring court.

📌 Clarifies that adjudicatory jurisdiction is absent in the Lok adalat;

@ Katuri Satyanarayana vs., K. Krishnaveni Durga Kumari (2011(1) ALD 174 (DB) :

Any compromise/settlement through lok Adalat would be with reference to **jurisdiction** of that court for which the lok Adalat is organised**.**

* The moment one of the parties to the dispute is not amenable or agreeable to a compromise, the lok-adalat stands stripped of it's **jurisdiction**

to deal with the dispute. (Commissioner K.S.P. Instructions vs., Nirupadi – 2001 Kar. 504)

IV. *LOK ADALAT AWARD – PRESENCE OF PARTIES, GENERAL POWER OF ATTORNEY (GPA) & CO-ACCUSED*

1. Introduction to Lok Adalat Award

- As per APSLSA **Regulation No. 39(2) of 1999 Regulations** , "the parties to the dispute shall be required to affix their signatures" and that the word **parties to the dispute** is referable to "**parties in original dispute before the Court", for the** reason that the settlement of dispute before LOK Adalat is to ensure that all the parties to the dispute arrive at a mutually agreed settlement so that there will not be further litigation in relation to the dispute which was initially brought before the Court and later referred to the Lok Adalat.
- The presence of all parties to the dispute before the court shall be ensured before Lok Adalat while considering the compromise and passing award is highlighted in the judgement rendered in W.P.No. 46806 of 2016 dt 6.7.2017)APHC) between:

SAI VUMA CHIT FUND COMPANY & GROUP OF COMPANIES SUFFERERS WELFARE ASSOCIATION vs., THE STATE OF ANDHRA PRADESH.

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2. Nature and Legal Status of Lok Adalat Awards

The awards passed by Lok Adalats carry special legal significance:

- They are **deemed to be a decree of a civil court**, meaning the award has the same enforceability as a judgment passed by a civil court.
- The award is **final and binding** on all parties to the dispute, and no appeal generally lies against it, ensuring speedy closure of matters.
- The enforceability of the award allows parties to seek legal recourse if the terms of the settlement are not honoured.

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3. Importance of Presence of Parties

- The success of the Lok Adalat process is fundamentally based on the **mutual consent** of the parties.
- The **presence of the parties**, or their **authorized representatives**, during proceedings is essential to reach a valid and binding settlement.
- Members of the Lok Adalat serve as **conciliators or facilitators** who help parties to negotiate but do not have judicial power to decide the dispute, if a compromise is not reached.
- In the absence of party presence or their consent, no valid award can be passed. This safeguards the voluntary nature of settlements.

4. Role and Verification of General Power of Attorney (GPA)

- A **General Power of Attorney (GPA)** holder may represent a party in Lok Adalat proceedings **only if the GPA explicitly authorizes** the holder to enter into settlements and make decisions on behalf of the principal.
- The Lok Adalat authorities have the discretion to **verify the authenticity and scope of the GPA** to ensure it grants the requisite authority for compromise.
- In many instances, especially where the matter is sensitive or complex, the **personal presence of the main parties** is preferred to facilitate direct communication and understanding.
- **Authorised representatives :-** While advocates can represent parties, their presence does not substitute the need for the parties themselves to be present unless they are unable to attend due to valid reasons, in which case, prior intimation and approval may be sought.

5. Presence of Co-Accused in Criminal Matters

- In cases involving multiple accused persons, the **presence of all co-accused** is often necessary to reach a comprehensive and binding settlement, particularly when the outcome affects all accused or their liabilities.
- The Lok Adalat aims for **holistic dispute resolution**, which requires inclusion of all interested parties.

- The absence of one or more co-accused may affect the validity of the settlement, and such awards may be open to challenge if they adversely affect a non-consenting party.

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6. Remedies and Appeal

- Since Lok Adalat awards are based on **voluntary compromise**, **no appeal lies** against these awards under normal circumstances.
- However, if a party is dissatisfied, they are free to initiate fresh litigation by approaching the appropriate court to seek remedy through formal judicial processes.
- This ensures that parties retain their **fundamental right to litigate** if the compromise does not meet their satisfaction, while maintaining the finality of the Lok Adalat award itself.
- It helps avoid prolonged litigation, legal expenses, and emotional stress associated with adversarial court proceedings.

7. Judicial Pronouncements and Legal Principles on Presence of Parties & Lok Adalat Awards

- Circular Instructions of APSLSA Amaravathi IN Roc No. 02/APSLSA/LSW/2022, dt. 19.1.2022, (in pursuance of the directions in W.P.No. 41481/2018 dt 6.1.2022 between **Yalamarthi Narasimha Rao vs., The DLSA** (Lok Adalat) at Vijayawada, rep. by Secretary & two others);

  1) Every award of the Lok Adalat shall be signed by the panel constituting the Lok Adalat;
  2) The original award shall form part of the judicial records and a copy of the Award shall be given to each of the parties (duly certifying them to be true by the DLSA/MLSC , as the case may be);
  3) Photographs of the parties may also be taken at the time of passing of the award, with signature of the parties on the photographs, so as to avoid impersonation.
  4) The LSA to maintain the record of disposed off cases, namely, the applications filed, photographs along with the application, documents if any, filed and the award passed, at least for a period of three years from the date of award;

5) The members of Lok Adalat shall also find out from the parties as to pendency of any other proceedings in respect of subject property between the parties;
6) The members of L.A shall verify if the compromise/settlement is between all the parties or between some of the parties.
7) The members of Lok Adalat, dealing the cases has to verify the documents of the suit or at least the plaint copy to find out as to whether all the parties before the civil court are made parties before the Lok Adalat.

@ Y.P. Baijus vs. State of Kerala (2008 Crl.L.J. 928)

- The Kerala High Court held that compromises can be recorded even in the absence of the accused if the victim reports a settlement.

@ Dr. Talluri Satish Chandra vs. Thoram Venkateswara Rao (dt 5-1-2017) (2017 (2) ALT 545)

- Affirmed that the Lok Adalat award is deemed to be a decree of a civil court
- It has to be treated as a decree capable of execution by the civil court
- No distinction can be made when the award was passed as to whether it was referred by civil court or criminal court;
- In execution of such deemed decree, the court has to follow the procedure contemplated under Order XXI of CPC:

@ Katepogu Danamaiah v. Chairman (2022 (5) ALT 111 (DB))

- Discussed the exemption from court fees for Lok Adalat proceedings.

9. Conclusion

Lok Adalats are a pivotal component of the Indian legal system, enabling amicable dispute resolution with minimal procedural formalities. The presence of parties or their duly authorized representatives, including GPA holders, is essential for the validity of settlements. In criminal cases, especially where multiple accused are involved, the inclusion of all relevant parties is critical to ensure comprehensive resolution. Judicial pronouncements continue to emphasize safeguards to preserve the voluntary nature, authenticity, and fairness of Lok Adalat awards, reinforcing their role in enhancing access to justice.

V. *LOK ADALAT AWARD – EX-PARTE DECREE*

1. Nature of Lok Adalat Award and Ex-Parte Decree

A **Lok Adalat award cannot be an ex-parte decree** in the traditional legal sense, as the fundamental principle of Lok Adalat proceedings is based on **compromise and mutual consent** between the parties. The following points explain this distinction:

a) **Role of Lok Adalats:**

Lok Adalats operate as an **Alternative Dispute Resolution (ADR)** mechanism. Their main function is to facilitate an **amicable settlement or compromise** between parties. An award is passed only when **both parties agree** to the terms, making the award akin to a **compromise decree** passed by a civil court.

b) **Consent and Presence Required:**

For an award to be valid, the **presence and consent of both parties** (or their authorized representatives) are essential. Lok Adalat members act as conciliators and **do not have judicial authority** to decide cases on merits if the parties fail to reach a compromise. They cannot adjudicate based on evidence or pleadings independently.

c) **Definition of Ex-Parte Decree:**

In contrast, an **ex-parte decree** is a judgment passed by a Court **in the absence of one party**, usually the defendant, who has failed to appear despite proper notice. This is fundamentally different from a Lok Adalat award, which must be consensual.

2. Challenging an Alleged "Ex-Parte" Lok Adalat Award

Although a **true ex-parte Lok Adalat award is generally impermissible**, disputes arise when a party claims absence or lack of consent. In such cases, the award may be challenged, but only on limited grounds such as:

- **Fraud or Misrepresentation:**

  If it is shown that the award was obtained through fraudulent means, impersonation, or forgery.

- **Lack of Genuine Compromise:**

  If no genuine settlement or compromise took place, or if a party's signature on the award was forged or obtained under coercion.

- **Lack of Jurisdiction:**

  If the Lok Adalat acted is beyond its territorial or subject-matter jurisdiction.

3. Procedure for Challenge

Since **no appeal lies** against a Lok Adalat award under the Legal Services Authorities Act, 1987, the appropriate remedy for a dissatisfied party is to file a **writ petition** under **Article 226 or Article 227** of the Constitution of India before the High Court, challenging the award on grounds mentioned above.

4. Judicial Pronouncements and Case Laws on Lok Adalat Award – Ex-Parte Decree

As referred in **SAI VUMA Chit FUND** case, the presence of all parties to the original dispute is very much essential, for the reason that *If a few of the parties to the dispute are allowed to file compromise petition to the exclusion of other parties, that would give raise to serious complications leading to litigation taking different turns. Because even if some of the parties to the dispute originally instituted remained ex parte, that hardly justifies the Lok Adalat to ignore them while considering in passing of the Award, for even the parties who are set ex parte also have certain rights to pursue their claim further by filing an application for setting aside the ex parte orders or even by filing appeals on merits if they suffer an order or judgment adverse to their interests.*

Regarding the presence of parties, the Hon'ble APSLSA also issued another **Circular No. 01/2019 dt 18.10.2019**, pursuant to the directions of the Hon'ble High Court of Andhra Pradesh, in W.P.No. 2445 of 2019 between **B Srinath Reddy vs., The DLSA Kadapa rep. by the Secretary Kadapa & Ors.** as follows:

> "Section 19(5)(i) read with se. 20 of L.S.A. Act 1987 permit a case to be referred to Lok Adalat and the Lok Adalat to settle it.
>
> Section 20(4) of the Act, 1987 mandates Lok Adalat to observe and abide by principles of justice, equity, fair play and other legal principles.

Regulation 31 of APSLSA Regulations, 1996 orders the Secretary to inform every litigant of the case referred to it.

When the matter is referred to the Lok Adalat, it is expected to look into the question whether all the parties to the dispute are entering into settlement or compromise. If all of the parties to the dispute enter into settlement award can be passed. If some of the parties alone agree and others do not agree, then award cannot be passed.

The significant point to be noticed is that in a civil case if one of the defendants/respondents had abstained from attending the Court and the court ordered the case to be heard ex parte and thereafter if that case is referred to Lok Adalat, the non-appearing parties still continue to be parties to the dispute. As a consequence of it, the Lok Adalat shall issue notices to such parties too. Failure to do so, affects the legality of the Award itself.

While the law contemplates that the Award settles the dispute, the ground reality show that the Award of Lok Adalat themselves are becoming subject matter of dispute before the Hon'ble High Court. xxxx"

@Sultana Begum v. Abdul Rashid, AIR 1972 SC 1123

- The Hon'ble Supreme Court held that the concept of **ex-parte decree presupposes the existence of a suit**, and the defendant's non-appearance after due notice.
- It clarified that Lok Adalat awards, being consensual settlements, do not fall under this concept and cannot be equated to ex-parte decrees passed by courts.

@ Chandra Prakash v. Union of India, (1999) 3 SCC 393

- The Court held that **compromise in Lok Adalat must be voluntary and informed**.
- Any award passed without genuine consent or in absence of any party is liable to be challenged and set aside.
- The decision reiterated the non-judicial nature of Lok Adalats.

@ State of Punjab v. Jalour Singh, (2001) 7 SCC 369

- The Supreme Court reaffirmed that Lok Adalat awards are based on **mutual agreement** and that no party can be forced to consent.

- It held that if an award is alleged to be passed in the absence of a party, it would amount to denial of natural justice and can be challenged.

@ **Anam Padmaja vs, Lok-adalat Bench at Nellore :-**

- The Court emphasised that parties must be given an opportunity to be heard
- Notice to all parties, including absentee (necessary parties) must be issued
- Non-compliance of principles of natural justice, procedure contemplated under the Act

Renders the Award un-sustainable and can be set aside.

@ **R Salara vs, T Sundararajan (2004)**

The Hon'ble Apex court dealt with the above case;

- **Issue :- Whether an *ex parte* *lok Adalat award*** can be challenged , if the party did not appear?
- **Held :** Lok Adalat award is final and binding on all the parties to it. However, if one party fails to appear without a valid reason, they can seek to have the award set aside u/s.14(2) of L.S. A. Act, which allows a party to challenge award in case of non-participation or failure to adhere to the procedural rules.

Conclusion:

Lok Adalat awards are meant to be **voluntary settlements** and differ significantly from **ex-parte decrees** passed by courts. The presence and consent of parties are vital for the validity of the award. While challenges to Lok Adalat awards are limited, parties alleging absence or fraud have legal recourse through writ jurisdiction. Courts have consistently upheld the principles of fairness, consent, and natural justice in Lok Adalat proceedings to preserve the integrity of this alternative dispute resolution mechanism.

VI. *LOK ADALAT AWARD – REGISTRATION AND ENFORCEABILITY*

1. Legal Framework of Lok Adalat Awards

A **Lok Adalat award** is a decision made through mutual consent between disputing parties in a **Lok Adalat**, which is an **alternative dispute resolution (ADR)** mechanism constituted under the **Legal Services Authorities Act,**

1987. These awards carry **statutory force** and are treated at par with civil court decrees.

KEY LEGAL FEATURES:

a) Statutory Status:

Lok Adalats are established under the Legal Services Authorities Act, 1987.

b) Deemed Civil Court Decree:

Under **Section 21 of the Act**, a Lok Adalat award is deemed to be a **decree of a civil court**.

c) Final and Binding:

Such awards are **final, binding**, and **enforceable** on all parties.

d) No Appeal Provision:

There is **no appeal** against a Lok Adalat award. However, if any party is dissatisfied, they may initiate **fresh litigation** in the appropriate court of jurisdiction.

e) Enforceability:

Given its status as a deemed decree, the award is directly **enforceable** in a court of law.

2. <u>Registration of Lok Adalat Awards</u>

General Rule:

Unlike a traditional court decree or a private arbitration award, **a Lok Adalat award does not require separate registration** to be effective and binding, due to the legal fiction under **Section 21** of the Legal Services Authorities Act, 1987.

Immovable Property Cases:

When the award pertains to **immovable property**, especially **partition**, **transfer**, or **title** issues:

- The award **may require registration** under the **Registration Act, 1908**, especially if it affects rights of immovable property valued over Rs. 100/-.
- **Stamp duty** may also be applicable depending on the nature of the transaction covered in the award.

d) Nature of Registration (If required):

- If the award **acts like a sale deed, gift deed, or partition deed**, it should be registered.
- Courts have held that if such awards are **presented for registration**, the **registration authority should not refuse** them as they are backed by statute.

3. Judicial Precedents on Registration of Lok Adalat Awards

1. Karumanchi Venkaiah & Ors. v. State of Andhra Pradesh

Citation: *2016 (6) ALT 186 (D.B.)*

- Held that writ is maintainable challenging a Lok Adalat award in specific cases.
- Stressed that if a **preliminary decree** exists, rights can be worked out through a **final decree application**, for which there is **no limitation**.

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2. Koneru Venkata Subbaiah v. Koneru Venugopal & Ors.

Citation: *2002 (1) ALT 49; 2001(6)ALD213, 2002(1)ALT49*

- Held that under **Section 17(1)(b)** of the **Registration Act, 1908**, an **unregistered award** involving immovable property (valued over ₹100/-) is **inadmissible as evidence**.
- Stressed the **mandatory requirement of registration** for such awards to be enforced.

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3. Kalathooru Venkata Reddy (Deceased) v. Kalathooru Buchireddi & Ors.

Citation: *1954 (1) ALT 99*

- HELD that a **partition or award** relating to **immovable property** must be **validly registered**, failing which it is **invalid**, not just inadmissible.
- Acknowledgement or admission of such an award **does not cure the defect** of non-registration.

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4. Gugilla Aruna v. Adluri Ramesh Babu & Ors.

Citation: *2024 (4) ALT 54*

- Held that an **unregistered award** may be admissible only for **collateral purposes** (e.g., possession, severance, share identity).
- Stressed that an **unstamped instrument** cannot be admitted even for collateral purposes unless **properly impounded** with **stamp duty and penalty paid**.

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5. Suram Bapu Reddy v. Janagam Laxmi : { (*2019 (2) ALT 149 (D.B.)}*

- Emphasized that **stamp duty** is applicable on Lok Adalat awards affecting property, and such duty is **not waived** under the Legal Services Authorities Act.
- Distinguished between **court fee (refundable)** and **stamp duty (mandatory)**.
- Held that unstamped and unregistered awards are **inadmissible**, especially when used to enforce rights under **Order 21 Rule 32(5)** CPC.

6, **In Mukesh vs., The State of M.P. The Hon'ble Supreme Court held that**

- **A compromise** decree does not require registration or stamp duty if it affects pre-existing rights of the parties

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4. Conclusion

- **Registration is generally not needed**, except in cases involving **immovable property** or **partition**, where it acts like a sale deed or partition deed.
- **Stamp duty and registration** may be required for enforcement depending on the **substance of the award**, not merely its form.
- Recent judgments clarify that **courts and registering authorities** must distinguish between cases where the award acts as a decree and those where it **transfers or affects immovable property**.
- In such cases, **non-registration may lead to inadmissibility or invalidity**, especially when the award is sought to be enforced for primary legal rights.

VII. *Lok Adalat Awards – and their Executability*

1. Enforceability of the Award

a) Deemed Decree: Because the Lok Adalat award is "deemed to be a decree of a civil court" under Section 21 of the Legal Services Authorities Act, 1987, it inherently carries the same legal weight and enforceability as a civil court decree. This legal fiction means it doesn't need additional steps like registration to become effective.

b) Court Fee Refund: If a matter pending in a court of law is referred to Lok Adalat and settled, the court fee originally paid is refunded to the parties, indicating that the Lok Adalat process is a self-contained resolution mechanism.

c) Specific Cases (e.g., Property): While generally not required, there might be specific instances, particularly concerning immovable property, where a Lok Adalat award might be presented to a registering authority. However, even in such cases, courts have held that a Lok Adalat award, being a statutory award, should not be refused registration by the registering authority if it's presented. Some court rulings have also clarified that enforcement of a Lok Adalat award does not require payment of stamp duty or registration.

2. Registering of a Lok Adalat award in the same way you register a sale deed. Its binding and enforceable nature comes from its statutory backing under the Legal Services Authorities Act, 1987, which deems it a civil court decree.

- **Execution through Civil Court**: The award can be enforced by filing an **execution petition under Order XXI CPC** in the relevant civil court.
- **Coercive Measures Permissible**: In case of non-compliance, courts can use **legal enforcement tools**, including attachment of property, arrest, and detention (where applicable).
- **Time Limit for Execution**: The execution must be filed within the limitation period applicable to civil decrees (generally **12 years** under Article 136 of the Limitation Act, 1963).
- **Execution in Criminal Compoundable Cases**: Awards in **compoundable criminal cases** (e.g., cheque bounce) are enforceable due to their civil nature post-compromise.

3. Scope of Executability;

- **Civil Nature of Award**: Though some disputes may originate as criminal, the Lok Adalat award takes the form of a **civil decree** upon settlement.

4. Key Judicial Precedents

*** The Hon'ble Apex Court in State of Punjab vs** *Jalour singh (2008(2) SCC 660); Sanjay Kumar (2010 (3) ALD 330) and Batchu Subba Lakshmi (2010 (1) ALD 277; observed that:*

"the award is enforceable as a decree, and is giving it finality, the endeavour is only to see that the disputes are narrowed down and the settlement is made final so that the parties are not again driven to further litigation and that the award of a Lok Adalat is not a result of a contest on merits, it is equal to and on par with a decree on compromise. As such a compromise decree cannot be challenged on regular appeal, the award of the Lok Adalat, being akin thereto, cannot be challenged by way of any regular remedies available under law

***Kameswara Rao v. DLSA, Vijayawada* – 2015 (4) ALT 745**

- Held that **all members of Lok Adalat and parties** must sign the award.
- Mere withdrawal of writ petition doesn't validate an otherwise invalid award.
- Allegations of fraud require **substantive material**, not just claims in pleadings.

➢ ***Atluru Chandra Sekhara Rao v. Atluru Mahesh Babu* – 2019 (3) ALT 119**

- Once **signed by the parties**, the compromise is **irrevocable** unless serious fraud is proven.
- Courts emphasized limited writ jurisdiction under Article 226 in such matters.

➢ ***Banda Chinna Subbarayudu v. Thailam Vishwanatha Rao* – (2011) 1 ALT (D.N.) (SC) 2.4**

- **Stay orders affect limitation periods** for execution.
- Time under stay must be **excluded from limitation calculation**.

- ***Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co.* – (2010) 6 SCJ 786**

- Confirmed that **arbitration awards under Section 89 CPC** are enforceable like court decrees.
- Reinforced legitimacy of **alternative dispute resolution** mechanisms.

5. Limited Grounds for Challenge

- **Writ Petitions under Articles 226/227** can be filed only on strict and limited grounds:
    - **Fraud or coercion** in obtaining consent.
    - **Misrepresentation** of material facts.
    - **Jurisdictional defect** (e.g., Lok Adalat had no authority).
    - **Violation of Section 20 procedure**, especially genuine absence or free consent.
- **Burden of Proof** lies heavily on the challenger to prove one of the above grounds.
- Courts are **reluctant to interfere** once parties have signed voluntarily.
- **Compromise once recorded cannot be resiled from**, unless exceptional circumstances are shown.

6. Additional Benefits and Observations

- **Refund of Court Fees**: Entire court fee is refunded when a pending matter is settled in Lok Adalat (as per Section 21(2) and court rules).
- **Faster Resolution**: The procedure is informal, non-adversarial, and concludes in a **single sitting** in most cases.
- **Cost-Effective**: No lawyer fees, no procedural costs, and quicker than litigation or arbitration.
- **No Precedent Effect**: Since based on compromise, awards don't act as binding precedent for future cases.
- **Reinforces Access to Justice**: Especially beneficial for marginalized groups, rural population, and economically weaker sections.

VIII. *Whether award can contain conditions as to future compliance, consequences of violations etc.*

Yes, a Lok Adalat Award can definitively include explicit conditions pertaining to future compliance by the parties and specify the consequences of any violation of those conditions. This capability is central to the efficacy and finality of Lok Adalat settlements.

- **Not a Judicial Verdict:** Crucially, it is not a judgment passed by a court after a trial. Instead, it is a **mutually agreed settlement** recorded by the Lok Adalat.
- **Legal Force of a Decree:** As per **Section 21 of the Legal Services Authorities Act, 1987**, every award made by a Lok Adalat is deemed to be a **decree of a civil court** and is legally binding on the parties. This gives it significant legal enforceability.

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2. Can the Award Include Conditions About Future Compliance?

Absolutely. Since a Lok Adalat Award represents a compromise arrived at by the parties themselves, it inherently allows for detailed structuring of future obligations and conduct. This ensures that the resolution is comprehensive and addresses the long-term aspects of the dispute.

Conditions related to future compliance commonly include:

- **Staged Payments/Instalments:** Specifying amounts, schedules, and mode of payment for financial settlements.
- **Performance of Specific Actions:** Mandating acts like transfer of property, delivery of goods, withdrawal of pending cases, or execution of documents within a defined timeframe.
- **Future Behaviour/Undertakings:** Agreements regarding non-interference, confidentiality, or specific conduct to prevent recurrence of the dispute.
- **Adherence to Legal Provisions:** Parties may agree to comply with certain laws or regulations pertinent to their dispute.

Relevant Case Law:

In ***State of Punjab & Anr. v. Ganpat Raj and Ors., (2006) 8 SCC 364***,

The Supreme Court upheld the binding nature of a Lok Adalat award and implicitly acknowledged that such awards can contain terms that require future performance, as the essence of a compromise often involves ongoing obligations. The Court emphasized that a compromise recorded by a Lok Adalat is **"nothing but a contract arrived at between the parties with the seal of the Lok Adalat."** A contract, by its nature, outlines future obligations.

Supreme Court – ***Bhargavi Constructions v. Kothakapu Muthyam Reddy, (2017) 13 SCC 379***:

In this case, the Supreme Court strongly emphasized that a **civil suit is not maintainable to challenge a Lok Adalat award.** The Court clearly stated that the only remedy available is to file a **writ petition under Article 226 or 227 of the Constitution**, and that too on very limited grounds like fraud or misrepresentation. This ruling significantly reinforces the finality and binding nature of Lok Adalat awards, **including any conditions they** may contain, by limiting the avenues for challenge.

3. <u>What Happens If Someone Violates the Conditions (Consequences of Violation)</u>?

The enforceability of a Lok Adalat Award as a civil court decree is the answer to violations. If a party fails to comply with the conditions stipulated in the award, the aggrieved party has direct recourse through the civil execution process.

- **Execution Petition:** The aggrieved party can file an **execution petition** before the appropriate civil court (as if it were executing a decree passed by that court).
- **Civil Court Powers:** The civil court can then employ various methods available under the Code of Civil Procedure, 1908, for execution of decree. These may include:
    - Attachment and sale of the defaulter's movable or immovable property.

- Arrest and detention of the defaulter (in very specific and limited circumstances, usually for wilful non-payment of money decrees where there's capacity to pay).
- Delivery of possession of property.
- Issuance of prohibitory orders.

Lok Adalats themselves do not possess inherent powers to punish for contempt or non-compliance. Their function is facilitative. The **consequences of violation are realized through the civil court's enforcement machinery.**

P.T. Thomas v. Thomas Job, (2005) 6 SCC 478,

unequivocally held that a Lok Adalat Award is "as good as a decree of the civil court" and is "executable." The Court observed: **"***The award passed by the Lok Adalat is the decision of the parties themselves and not the decision of Lok Adalat. Therefore, there is no need for a speaking order in the award of Lok Adalat. The award is a compromise decree and the order passed by the Lok Adalat is nothing but a contract and is Lok Adalat is an alternative dispute resolution mechanism***."**

T**his judgment firmly establishes the executability of Lok Adalat awards, meaning non-compliance with its conditions directly leads to enforcement through civil courts**.

4. Limits on the Scope of Conditions and Jurisdiction

While flexible, the conditions included in a Lok Adalat Award must remain within certain bounds:

- **Within the Scope of the Dispute:** The conditions must relate to the dispute originally brought before the Lok Adalat. The Lok Adalat cannot introduce new matters or grant relief beyond what the parties have claimed or could have claimed in the context of the dispute.
- **Consent is Paramount:** The conditions must genuinely reflect the consent of both parties. An award based on coercion or fraud can be challenged.

Relevant Case Law:

In ***B.P.Moideen Sevamandiram v. Hassan Koya, (2023) 14 SCC 535***,

the Supreme Court reiterated that a Lok Adalat Award is a "compromise decree" and its validity hinges on the **"consensus ad idem" (meeting of minds)** between the parties. While not directly about "future conditions," this case strongly implies that any conditions, including those for future compliance, must arise from the genuine agreement of the parties and not be imposed or go beyond the scope of their consensual settlement.

There can be no hybrid order by the Lok Adalat containing directions to the parties by way of final decision with a further direction to the parties to settle the dispute

- The Court observed that the settlement should precede the award and not vice versa.

In **J Krishna Murthy & others vs., Lok Adalat Bench, Machilipatnam rep. by Secretary DLSA; (WP No. 21074 of 2007 ; dt. 08.04.2025 : (DB) of APHC at Amaravathi; observed**

Case facts: In the above case the compromise was effected between some of the parties regarding the endowment (temple) land;

*__Key points__:- The Manager/Executive Officer of the temple entered compromise without consulting the original petitioners that are pursuing the dispute (**significance of notice to all the parties to the dispute)**

The scope of the subject matter was relating to the land of **28 sq. yards** , but, in the settlement , the temple gave up its land in an extent of **413 sq.yards; (significance of the scope of the suit and subject matter)**

The property being endowment property, no compromise could have been affected in violation of the procedure contemplated under Endowments Act;

*No notice to the necessary parties/original petitioners to the original suit.

*Non-compliance of procedural aspects

For the above reasons, the award was set aside by the Hon’ble Court.

5. Challenge and Enforcement of Lok Adalat Awards

A Lok Adalat Award is generally non-appealable and carries significant finality. However, its validity can be challenged on very specific and limited grounds, primarily:

- **Fraud or Misrepresentation:** If the award was obtained through fraudulent means or by misrepresenting material facts.
- **Lack of Genuine Consent:** If a party can prove that their consent to the settlement was not free and voluntary, or that they were not properly represented.

Such challenges are typically made through a writ petition under Article 226 or 227 of the Constitution, rather than through a regular civil appeal or suit.

- conditions agreed upon in the settlement, unless fraud is conclusively established.

Summary Table

Aspect	**Details**	**Key Case Law Reference**
Nature of Award	Mutually agreed settlement, deemed civil court decree, final & non-appealable.	**Legal Services Authorities Act, 1987, Section 21**
Future Compliance Conditions	Yes, can include payment plans, specific actions, behavioural terms, legal compliance.	***State of Punjab & Anr. v. Ganpat Raj and Ors., (2006) 8 SCC 364*** (Impliedly, as a contract involves future obligations)
Enforcement of Violations	Enforceable as a civil court decree through execution petitions. Remedies via civil courts.	***P.T. Thomas v. Thomas Job, (2005) 6 SCC 478*** (Explicitly held awards are executable)
Scope Limits	Must be within the scope of the dispute; requires genuine consent.	***B.P. Moideen Sevamandiram v. Hassan Koya, (2023) 14 SCC 535*** (Emphasizes "consensus ad idem")
Challenge	Limited to fraud, misrepresentation, lack of	***Bhargavi Constructions v. Kothakapu Muthyam Reddy,***

Grounds & Remedy	consent. Only via Writ Petition (Art. 226/227), not civil suit.	***(2017) 13 SCC 379*** (No civil suit, only writ) & ***State of Punjab v. Jalour Singh, (2008) 2 SCC 660*** (Writ for fraud)

Conclusion

In conclusion, a Lok Adalat Award is a powerful and legally binding instrument that can, and frequently does, incorporate clear conditions regarding how parties must act in the future, along with explicit or implicit consequences for any non-compliance. While the Lok Adalat's role is to facilitate the agreement, the robust legal framework ensures that its awards, once accepted, are fully enforceable through the established civil court system, treating them on par with formal court decrees. The Supreme Court's consistent stand, as seen in cases like *Bhargavi Constructions* and *Jalour Singh*, reinforces the finality of these awards and restricts challenges to very narrow grounds through specific constitutional remedies, further solidifying the binding nature of all agreed-upon conditions. This ability to lay down future obligations and ensure their enforceability makes Lok Adalats a highly effective mechanism for dispute resolution

IX. *LOK ADALAT AWARD- HYBRID MODE – SPECIAL REFERENCE TO MATRIMONIAL MATTERS*

1 . What is Hybrid Mode?

- Hybrid mode refers to a **combination of physical and virtual participation** in Lok Adalat proceedings.
    - **Physical Mode**: Parties/lawyers attend in person.
    - **Virtual Mode**: Parties participate via platforms like Zoom, Blue Jeans, WhatsApp, etc.
- This format became popular post-COVID through the introduction of **e-Lok Adalats**.

2. Lok Adalat Awards in Hybrid Mode

- Even when held online, the award passed in hybrid/e-mode has the **same legal status** as a physical Lok Adalat award.

- Hybrid Lok Adalats follow proper **Standard Operating Procedures (SOPs)** issued by respective **State Legal Services Authorities** (SLSAs).
- **Electronic Communication**: Award is sent by email and digitally signed by bench members.

3. Special Focus: Matrimonial Matters

Matrimonial disputes are **especially suited** for resolution in Lok Adalats due to their **sensitive and personal nature**.

- **Advantages of Hybrid Mode in Matrimonial Disputes:**

Benefit	Explanation
Accessibility	Spouses living in different cities/countries can join without travel.
Emotional Comfort	Avoids face-to-face confrontation, reducing emotional stress.
Privacy	Use of virtual breakout rooms for confidential discussions.
Cost-effective	Saves cost of travel, accommodation, and court fee is refunded upon settlement.
Speedy Disposal	Faster scheduling and disposal of cases.
Reconciliation Focus	Conciliators guide parties towards peaceful settlement without formal trial.

4. Can Future Conditions Be Included in Matrimonial Awards?

Yes. Matrimonial settlements often include **conditions related to future compliance**, such as:

- Payment of **alimony or maintenance** in instalments.
- Agreements on **child custody** and **visitation** rights.
- Time-bound **withdrawal of pending cases** (e.g., under Section 498A IPC, DV Act, etc.).
- **Non-interference clauses** (e.g., no future contact or harassment).

These terms must be **voluntarily agreed upon**, **clearly recorded**, and **lawful** to be enforceable.

5. What Happens if Conditions Are Violated?

- Lok Adalat **does not have execution power**.
- Aggrieved party can:
    - Approach **civil/family court** for execution (Order XXI CPC).
    - Initiate **contempt proceedings** (if applicable).
    - File **fresh litigation** if terms are violated in bad faith.

7. Procedural Safeguards

- **Voluntary Consent**: Crucial to ensure free and informed agreement.
- **Addressing Digital Device**: Parties without access to devices/internet should be accommodated.
- **Guidelines Compliance**: SOPs must be followed to ensure procedural fairness.

7. Relevant Case Laws

➢ ***Suresh Narayan Kadam v. Central Bank of India*, (2016) 3 ALT (D.N.) (SC) 35**

- Supreme Court emphasized the role of **mediation and Lok Adalats** for amicable settlements, especially in matrimonial cases.

➢ ***Syeda Maimona Tasneem v. Syed Shah Ul Hameed*, (2018) 5 ALT 678**

- Parties settled a matrimonial dispute in Lok Adalat including custody and financial terms.
- The wife tried to continue appeal after settlement.
- **Held**: She was **bound by the Lok Adalat award** and appeal was dismissed.

9. SOP for Virtual Lok Adalat (Illustration)

The Hon'ble APSLSA, Amaravathi also issued an SOP for virtual Lok Adalat

- Cases are listed by **District Legal Services Authority (DLSA/MLSC)**.
- Parties send case details via **SMS/WhatsApp/Email**.
- **Video conferencing** scheduled with judicial officers/ advocates/stake holders.

- **The DLSA/MLSC** shall verify the records whether the compromise is relating to the compoundable or not and suitable for settlement;
- If a settlement is reached:
    - Draft award sent to parties.
    - Final award is signed and emailed.

Conclusion

- Hybrid Lok Adalats have become a **practical and effective** mode of resolving matrimonial disputes.
- They combine **legal enforceability** with **technological convenience**, maintaining the spirit of **conciliation**.
- Conditions related to **future compliance** are valid if voluntarily agreed.
- Courts have upheld the **binding nature** of such awards, and safeguards ensure **natural justice** is maintained.

➢ **HYBRID MODE OF LOK ADALAT**

Hybrid Mode = Physical + Virtual participation

It allows parties to join proceedings:

- Physically present at a Lok Adalat centre, or
- Virtually via video conferencing (Zoom, Blue Jeans, WhatsApp, etc.)

➢ **Key Features:**

- **Accessibility**: Easier for estranged spouses in different cities or countries.
- **Flexibility**: Saves time and allows participation from home or office.
- **Cost-effectiveness**: Saves travel, accommodation, and legal expenses.
- **Less emotional stress**: Reduces in-person confrontation in matrimonial disputes.
- **Faster disposal**: More cases handled quickly with virtual coordination.

- **MATRIMONIAL MATTERS AND HYBRID LOK ADALAT**

While **divorce proceedings** per se are not directly settled in Lok Adalats, they **can handle settlements** relating to:

- Maintenance
- Custody
- Property division
- Withdrawal of criminal complaints (e.g., u/s 498A IPC)
- Mutual settlement agreements (with court ratification)

Advantages in Matrimonial Disputes:

- Reconciliation is encouraged through conciliators.
- Hybrid mode allows private virtual rooms for sensitive discussions.
- Binding settlements avoid long litigation.

- **STANDARD OPERATING PROCEDURE (SOP)**

Pre-Lok Adalat Hybrid Sittings:

- Conducted to assess settlement possibility before final hearing.
- Organized by District Legal Services Authorities (DLSAs).
- Cases coordinated through WhatsApp, SMS, or Email.

Officials involved:

- Police
- Insurance representatives
- Mining officials
- Land acquisition officers
- Advocates and Bar associations

- ***SUPREME COURT ON HYBRID MODE — RECENT DEVELOPMENTS***

Important Case:

Sarvesh Mathur v. Registrar General of Punjab & Haryana High Court (2023)
Bench: CJI D.Y. Chandrachud, Justices Pardiwala & Shankar

Court's Concerns:

- **No uniform SOP** for hybrid hearings in High Courts.
- Discriminatory policies like allowing hybrid only for seniors (65+ age).
- Poor adoption and infrastructure despite potential.

- **Supreme Court Directions:**

1. No HC shall deny hybrid hearing to any party/advocate.
2. States to fund hybrid infra in HCs within a fixed timeline.
3. Daily cause lists must include VC links; no prior request needed.
4. Uniform SOP to be developed by Justice Rajiv Shakdher (Delhi HC).
5. Mandatory training for advocates and judges in tech use.
6. Data to be submitted:
    - No. of VC licenses
    - No. of hybrid hearings since April 2023
    - Wi-Fi/internet infrastructure
7. Ministry of Electronics & IT + Dept. of Justice to ensure bandwidth in NE states, hill states, and J&K.
8. All Tribunals (NCLAT, ITAT, CAT, DRTs, etc.) to implement hybrid hearing infra by **15 Nov 2023**.

- **CASE LAW — MATRIMONIAL MATTERS IN LOK ADALAT**
- ***Suresh Narayan Kadam & Others v. Central Bank of India & Others***

Citation: (2016) 3 ALT (D.N.) (SC) 35 (D.B.)

- SC emphasized **institutional mediation**, even in matrimonial disputes.
- Mediation as a **legitimate ADR mechanism** remains underused.

- ***Syeda Maimona Tasneem v. Syed Shah Ul Hameed***

Citation: (2018) 5 ALT 678 (D.B.)

- Lok Adalat award based on settlement is **binding and final**.
- Appellant agreed to withdraw five cases including the appeal.
- Later attempts to reopen was dismissed; **settlement upheld**.

- **POINT TO REMEMBER**

Divorce decrees are **not directly issued** by Lok Adalats. However, they can **facilitate** pre-divorce settlements or resolve **ancillary disputes**.
Awards have **full legal force** and are enforceable as **civil court decrees**.

CONCLUSION

The **Hybrid Mode of Lok Adalat**, particularly in **matrimonial disputes**, ensures:

- Easier access to justice
- Speedy dispute resolution
- Privacy and comfort during emotionally charged matters
- Legally binding settlements

X. Identity Verification in Hybrid Mode Matrimonial Cases in Lok Adalat (India)

- **Key Case Laws**

1. Andhra Pradesh High Court – 2024

Mandate: Photo Verification & Advocate Confirmation in Lok Adalat Settlements

- The court directed that photographs of both litigants must be affixed to the compromise petition.
- The same advocate who filed the vakalatnama must be present at the time of the settlement and must sign the award.
- This was to prevent fraud where parties claimed settlements were made without their consent.

- **Best Practices for Identity Verification in Hybrid Matrimonial Proceedings**

1. **Photo Affixation**
    - Affix recent photographs of both parties to the settlement or compromise petition.
2. **Live Video Verification**
    - Show original ID (Aadhaar, Passport, Driver's License) to the camera.
    - Entire session should be recorded and archived.
3. **Same Advocate Confirmation**
    - Ensure the advocate appearing in the Lok Adalat is the same as the one who filed the case.
4. **Notarized Affidavit**
    - A notarized affidavit should be submitted by the remote party confirming identity and intent.
5. **Embassy/Consulate Verification (for NRIs)**
    - The person abroad should verify identity and consent at the nearest Indian Consulate or Embassy.
6. **Digital Signatures**
    - Use digital signatures on documents wherever legally valid.
7. **Avoiding Proxy Settlements**
    - Courts should avoid recording compromises via power of attorney unless absolutely necessary and only with full authentication.
8. **Use of Indian VC Guidelines**
    - Follow Supreme Court's and High Courts' rules on video conferencing for judicial proceedings (2020 guidelines).

Conclusion

Courts in India are now increasingly open to hybrid mode settlements in matrimonial disputes via Lok Adalat, especially when parties reside abroad. However, identity verification is **crucial** and must be ensured through documentation, legal representation, video recording, and court-approved protocols to avoid impersonation or fraud.

XI. *Lok Adalat Awards -Compoundable Offences /ancillary Non-Compoundable Offences*

1. Compoundable Offences

a) Jurisdiction

Lok Adalats **have full jurisdiction** over compoundable offences. These are offences where the **victim can agree to drop charges** against the accused with or without court permission under **Section 320 CrPC (Section 359 BNSS)**.

a) Nature of Lok Adalat Award

- Based on **mutual consent**
- Deemed a **civil court decree** under **Section 21 of Legal Services Authorities Act, 1987**
- **Final and binding**, **no appeal** lies against it

b) Benefits

- **Speedy and cost-effective**
- **Court fee refunded**
- **No technicalities of procedure/evidence**
- Promotes **amicable resolution**

2. Non-Compoundable Offences

a) Jurisdiction

Lok Adalats **have no jurisdiction** over non-compoundable offences, even with mutual consent between the parties.

b) Reason

These are **serious offences involving public interest**, and only the **State can prosecute** them.

c) Examples

- **Section 302 IPC** – Murder
- **Section 376 IPC** – Rape

- **Section 307 IPC** – Attempt to Murder
- **Section 326 IPC** – Grievous Hurt
- **Section 363 IPC** – Kidnapping

d) Ancillary or Mixed Offences

Even if non-compoundable elements are **ancillary** to compoundable offences, **Lok Adalat cannot adjudicate** the non-compoundable part. It may only help mediate the compoundable elements.

3. Legality and Binding Nature of Awards

a) Illegality of Award in Non-Compoundable Offences

- If a **Lok Adalat attempts to pass an award** in a **non-compoundable offence**, the award is **illegal and a nullity**.

➢ **Example:**
Gulzar Begum vs Lok Adalat Tamil Nadu State Legal Services Authority, Chennai (dt 24th March 2011)

- The Lok Adalat passed an award **directing a wife to withdraw criminal cases** involving non-compoundable offences
- The court held this was **invalid and unenforceable**.

b) Binding Nature of Valid Awards

- When a **Lok Adalat passes a valid award** (i.e., in a matter it has jurisdiction over), it is:
    - **Binding on the parties**
    - **Deemed a civil court decree**
    - **Not appealable**

➢ **5. Supreme Court Exception: H. N. Pandakumar v. State of Karnataka (2024)**

- The **Supreme Court allowed a compromise** in a **non-compoundable offence under Section 326 IPC**, citing **exceptional circumstances** under:
    - **Article 142 of the Constitution**
    - **Section 482 CrPC**

➢ **Exceptional Grounds Included:**

- Amicable **compromise & compensation** (₹5.8 lakhs)
- Voluntary consent from the complainant
- Distant **family relationship**
- Resolution of both **criminal and property disputes**
- Preservation of **community harmony**

➢ The Court **confirmed conviction** but reduced the sentence to the **period already undergone**.

➢ **Legal Framework Summary**

Offence Type	**Lok Adalat Jurisdiction**	**Court Power to Compound**	**Examples**
Compoundable	✅ Yes	✅ Yes	Section 323 IPC, , 138 NI Act
Non-Compoundable	❌ No	⚠️ Yes (only SC/HC in rare cases)	Section 326 IPC, 302 IPC, 376 IPC
Mixed/Ancillary Elements	✅ Partial (civil only)	❌ No by Lok Adalat	Maintenance in 498A-type disputes

Conclusion

- **Lok Adalats** provide an effective forum for settling **compoundable disputes** efficiently.
- For **non-compoundable cases**, they **lack jurisdiction**, and any such award is **null and void**.
- **Courts may exercise inherent powers** to allow compromise in **exceptional scenarios**, as in *Pandakumar*.
- Parties and referring courts must assess the **legal scope** before seeking resolution through Lok Adalats.

H. N. Pandakumar v. The State of Karnataka
Judgment by: **Justice Vikram Nath** and **Justice Prasanna B. Varale**
Court: **Supreme Court of India**

Date: **Post January 2024 (Order Recall Judgment)**

➢ **Background of the Case**

- A criminal case was registered against **five accused persons**, including Pandakumar, based on an **FIR at K.R. Pete Rural Police Station, Mandya**.
- The complaint was filed by **Puttaraju**, who alleged that the accused:
    - Formed an **unlawful assembly**
    - Committed **criminal intimidation**
    - **Assaulted him and his family**, causing **grievous injuries**
- Charges framed included serious IPC sections:
    - **Section 143** (Unlawful Assembly), **Section 341** (Wrongful Restraint); **Section 504** (Intentional Insult); **Section 323, 324** (Voluntarily causing hurt); **Section 326** (Grievous hurt by dangerous weapons – **Non-compoundable**); **Section 307** (Attempt to Murder – **Non-compoundable**)
    - All read with **Section 149** (Common Object)

➢ **Trial and Appeals**

- **Trial Court (2012)**:
    - **Accused No. 3 and 4** were **convicted under Section 326 IPC read with Section 34 IPC**
    - **Sentence:** 2 years of rigorous imprisonment + ₹2,000 fine
    - Other accused were **acquitted**
- **Karnataka High Court (2023)**:
    - **Sentence reduced to 1 year**
    - **Fine enhanced to ₹2,00,000**
    - **Accused No. 4 acquitted**

- **Supreme Court (Jan 2024)**:
    - Initially **dismissed Special Leave Petition (SLP)**

➢ **Compromise & Miscellaneous Application**

Post-dismissal, Pandakumar filed a **Miscellaneous Application** requesting **compounding** of the offence based on:

1. **A compromise agreement** between the complainant and accused
2. Payment of **₹5,80,000 as compensation**
3. **Resolution of property disputes**
4. **Family ties** and proximity between the parties
5. The complainant's **Interlocutory Application supporting the compromise**

➢ **Supreme Court's Observations & Legal Basis**

Despite **Section 326 IPC being non-compoundable**, the **Supreme Court allowed the compromise** by invoking its **inherent powers**, establishing that **exceptional circumstances** can justify such relief.

Key Factors Considered as "Exceptional Circumstances":

1. **Voluntary and mutual settlement** without coercion
2. **Complainant's express consent** through IA (Interlocutory Application)
3. **Distant familial relation** between the parties
4. **Same locality/residential proximity** – social interest in resolution
5. **Resolution of all pending issues** – criminal and civil (property rights)
6. **Long-standing hostility** resolved amicably
7. **Significant compensation amount paid** as token of reconciliation

➢ **Court's Decision**

- Allowed the **Miscellaneous Application**
- **Recalled earlier dismissal order** (Jan 2024)
- **Granted Leave**
- **Confirmed the conviction**

- **Reduced sentence to "already undergone"**
- Directed closure of **all other pending applications**

➢ **Legal Significance of the Judgment**

Aspect	**Implication**
Judicial Discretion	Reinforces that **non-compoundable offences** can be **settled in rare, exceptional cases**
Restorative Justice	Promotes **compensation and reconciliation** over incarceration
Social Harmony	Shows court's inclination to prevent long-term community hostility
Precedent Value	Can be cited in future cases to **justify compounding** serious offences under **extraordinary circumstances**
Checks & Balances	**Voluntary consent** and **proven sincerity** (e.g., compensation) are key conditions

Conclusion

The Supreme Court in **H. N. Pandakumar v. State of Karnataka (2024)** created a powerful precedent by **balancing the rigidity of criminal law with human realities**. While upholding the seriousness of Section 326 IPC, it recognized that **justice is not always best served by punishment**, but sometimes by **peace through mutual resolution**—when genuine and verified—deserves judicial validation.

This decision stands as an **example of equitable discretion**, and a **guiding light for future courts** where **law meets compassion**.

MODIFICATION OF AWARD

P SIVA REDDY VS, LOK ADALAT BENCH, Hindupur

(W.P. No. 12279/2017 dt 12-7-2018)

Case facts:- Suit was filed for recovery of money and it was settled in lok adalat with certain terms, but, later, the bench, on the representation of the

private respondents, some more words were added in handwriting the disputed words and thereby modified the award in the Award

Court observed: The L A Bench ought not to have made modifications to the original award without notice to the parties ;

The Hon'ble APSLSA , in pursuance of the observations made in the above judgment; issued **Circular in ROC No. 2/2018 , dt 30-7-2018 directing the L A Benches to follow;**

"After passing the award and signed by the parties, their representatives, advocates if any, and members of the Lok Adalat Bench, there shall not be any changes in the said award either by way of additions or deletions or corrections or modifications etc"

❖ IMPORTANT POINTS

- ARTICLE 39 A OF INDIAN CONSTITUTION: EQUAL JUSTICE AND FREE LEGAL AID

- Take appropriate measures for spreading legal literacy and legal awareness amongst the people and, in particular, to educate weaker sections of the society about the rights, benefits and privileges guaranteed by social welfare legislations and other enactments as well as administrative programmes and measures

- Section 20 (1) operates independent of Section 12 Power of trial Court to refer a case to Lok Adalat under Section 20(1)
- Section 304(1) in The Code of Criminal Procedure, 1973

  Where, in a trial before the Court of Session, the accused is not represented by a pleader, and where it appears to the Court that the accused has not sufficient means to engage a pleader, the Court shall assign a pleader for his defence at the expense of the State.

  The Hon'ble Apex Court, recently conducted a Special drive of Special Lok Adalat (from 29-06-2024 to 30-8-2024) regarding the cases pending before it for it's settlement by involving the District Legal Services Authorities all over India and finally could settle nearly 1000 cases in a month.

CONCLUSION

Lok Adalat is not a Bench Court or a legislative body with the authority to adjudicate or arbitrate. In the first case, it is intended to serve as a mediator. Lok-Adalat has represented a human-sensitive forum that delivers amicable, rapid, and economical justice by minimizing formality and employing informal methods. The Lok Adalat award is final and permanent, equal to an executable decree, and marks the end of the parties' case. It is binding on all parties involved. However, the parties' consent must be unambiguous, agreed upon, and free of fraud and deception.

Although the provisions of the Legal Services Authorities Act are intended to make Lok Adalat awards reached through compromise or settlement between parties to a dispute final, and remedies of appeal, review, and revision against Lok Adalat awards are not available under law, because Lok Adalat is a tribunal of special nature, the remedy to recall the order/award passed by Lok Adalat on the ground of fraud, misrepresentation, or mistake of fact cannot be held to be barred under law. Similarly, awards made by Lok Adalats organized or established under the Act cannot be held immune from judicial review because the High Court, has ample superintendence over decisions of all courts or tribunals throughout the territories over which it exercises jurisdiction; thus, orders passed or awards made by Lok Adalats organized or established under the Act within the territorial limits of the High Court are subject to judicial review. The Lok Adalat award cannot be appealed on the grounds specified in other laws.

SARVE JANA SUKHINO BAVANTHU

(May all beings be happy)