

Lok Adalat and the Topics Ancillary

by

Sri Shaik Baba Fakroddin,
Secretary-cum-Civil Judge (Senior Division),
District Legal Services Authority, Kadapa

Introduction:-

The word '**Lok Adalat**' means a people's court. The concept of Lok Adalat is not new to the Indian society. The composition, jurisdiction and powers of the Lok Adalats might be newer. The present Lok Adalat has evolved from ancient period to medieval period to British period. In ancient India the Puga also known as Gana had a power to decide the disputes pertaining to a particular area. In the medieval era there is an advent of Islam in which there is no codified procedure, collection of fees but the head of the village resolve the disputes amicably, during British era the Choultry Court, Madras Court of conscience in Bombay used to resolve the disputes. From ancient period there was a custom in the Indian society that the disputes used to be referred to the Panchayat of the village consist of village head, some village elders. These Panchayats used to resolve the disputes by way of mediation, negotiation, conciliation and there by institutionalized the philosophy of Lok Adalat which is a great contribution of the India to the World Jurisprudence.

Lok Adalats have several key features and benefits viz.,

1. An informal, quick and speedy mode of resolution of disputes.
2. It is cost effective generally free, making accessible to a wider range of people.
3. The parties voluntariness in participation of the process is the key feature.
4. Lok Adalats handled a variety of cases including Civil disputes, family matters, compoundable criminal cases etc.,

The Hon'ble Apex Court of India in **Madhya Pradesh Legal Services Authority Vs Pratheek Jain and another reported in 2014 (10) SCC 690** held, that "*Experience has shown that not only huge number of cases are settled through Lok Adalats, the system has define advantages, some of which are listed below:-*

- a) *Speedy justice and saving from the lengthy court procedures.*
- b) *Justice at no cost.*
- c) *Solving problems of backlog cases, and.*
- d) *Maintenance of cordial relations.*

The Lok Adalat came into function through the statutory recognition i.e., the Legal Services Authority Act, 1987, which had been subsequently amended in the year 2002. Article 39-A of the Constitution of India persuaded the Parliament to pass the above Act. The object behind the same in the words of Justice Ramaswamy, "Resolving disputes through Lok Adalat not only minimizes litigation, expenditure, it saves the valuable time of the parties, the witnesses and also facilitates in-expansive and prompt remedy appropriately to the satisfaction of the both parties".

As per Section 2 (d) of the Legal Services Authorities Act, 1987 (The LS Act herein after) "**Lok Adalat**" means a Lok Adalat organized under chapter VI, Section 19 to 22 of the LS Act defines the Lok Adalat's, organization of the Lok Adalat's, cognizance of cases by Lok Adalat's, Award of Lok Adalat, Powers of Lok Adalat or Permanent Lok Adalat. When the above provisions sum up, '**Lok Adalat**' means, that a Lok Adalat which had been organized for an area at such intervals and places and for exercising such jurisdiction by the state authority or district authority or the Supreme Court Legal Services Committee or Every High Court Legal Services Committee or Taluk Legal Services Committee by a serving or retired Judicial officers and other persons with the qualifications prescribed in the statute to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of any case pending before or any matter which is falling within the jurisdiction of, and is not bought before, any court for which the Lok Adalat is organized, provided that have no jurisdiction to settle the non-compoundable offences under any law, will decide when referred by the court on its satisfaction, or on an application by the party or parties and on being heard, by passing an award which is a deemed decree, and having force to execute by the competent court, there by gives a statutory fruit in redressal of the dispute.

As per the LS Act there are two types of Lok Adalat's one is the Lok Adalat another is Permanent Lok Adalat, The word 'Permanent Lok Adalat' means a Permanent Lok Adalat established under sub section 22 B (1) of the LS Act. Permanent Lok Adalat established at such places and for exercising such jurisdiction in respect of one or more public utility services for such areas as may be specified in the notification, shall consist of a Chairman who is, or has been a District Judge or Additional District Judge or has held Judicial office Higher in rank than, that of the District Judge, with two other persons having adequate experience in Public utility service to be nominated by the Central Government or

the State Government. The Public Utility Services which comes under the purview of Permanent Lok Adalat are as follows:-

1. Transport service for the carriage of passengers or goods by air, road and water.
2. Postal, Telegraph or Telephone service.
3. Supply of power, light or water to the public by any establishment
4. System of Public conservancy or sanitation
5. Service in Hospital or dispensary
6. Insurance service
7. Banking and other financial institutions
8. NREGS Scheme (National Rural Employment Guarantee Scheme)
9. Education or Educational Institutions
10. Housing and Real estate service

and includes any service which the Central Government or the State Government as the case may be, may in the public interest, by notification, declared to be a public utility service for the purpose of this chapter.

The key feature which differentiate the power of Lok Adalat and the Permanent Lok Adalat is section 22 C (8) of the LS Act, which says where the parties fail to reach an agreement, the Permanent Lok Adalat shall, if the dispute does not relate to any offence, decide the dispute.

The process before the Lok Adalat begins when a party him self filed an application before Lok Adalat having Jurisdiction, where in no court case is pending upon the dispute in said application. Generally, these are prelitigation cases. The process before the Lok Adalat to settle a dispute also begins by way of statute with regard to the pending case before the court of law. This is as per section 89 and order 10 rule 1 A of the Code of Civil Procedure, 1908 (in short CPC). In view section 89 CPC, where it appears to the court, that there exists the elements of a settlement which may be acceptable to the parties, the court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observations of the parties, the court may reformulate the terms of possible settlement and refer the same for,

- (a) Arbitration;
- (b) Conciliation;
- (c) Judicial Settlement including settlement through Lok Adalat; or
- (d) Mediation.

The procedure, when the court has to direct the parties in this regard is detailed in order 10 rule 1 A CPC. Which says after recording the admissions and denials, the court shall direct the parties to the suit to opt either mode of the settlement outside the court by ADR methods envisaged and under sec. 89 of CPC.

The law over section 89 CPC read with order 1 rule 1 A CPC has been well settled by the Hon'ble Supreme Court of India in **M/s. Afcons Infra. Ltd. and Anr. Vs M/s Cherian Varkey Constructions Co. P. Ltd. and others, reported in (2010) 8 sec. 24.**

At para Nos. 17 to 19, the Hon'ble Apex Court opined, when and in which cases the courts have to apply its mind, for the referral of the cases to the ADR mechanism. For the purpose of clear understanding the relevant paras are extracted here,

"17. Section 89 starts with the words "where it appears to the court that there exist elements of a settlement". This clearly shows that cases which are not suited for ADR process should not be referred under section 89 of the Code. The court has to form an opinion that a case is one that is capable of being referred to and settled through ADR process. Having regard to the tenor of the provisions of Rule 1A of Order 10 of the Code, the civil court 17 should invariably refer cases to ADR process. Only in certain recognized excluded categories of cases, it may choose not to refer to an ADR process. Where the case is unsuited for reference to any of the ADR process, the court will have to briefly record the reasons for not resorting to any of the settlement procedures prescribed under section 89 of the Code. Therefore, having a hearing after completion of pleadings, to consider recourse to ADR process under section 89 of the Code, is mandatory. But actual reference to an ADR process in all cases is not mandatory. Where the case falls under an excluded category there need not be reference to ADR process. In all other case reference to ADR process is a must.

18. The following categories of cases are normally considered to be not suitable for ADR process having regard to their nature :

(i) Representative suits under Order 1 Rule 8 CPC which involve public interest or interest of numerous persons who are not parties before the court. (In fact, even a compromise in such a suit is a difficult process requiring notice to the persons interested in the suit, before its acceptance).

- (ii) *Disputes relating to election to public offices (as contrasted from disputes between two groups trying to get control over the management of societies, clubs, association etc.).*
- (iii) *Cases involving grant of authority by the court after enquiry, as for example, suits for grant of probate or letters of administration.*
- (iv) *Cases involving serious and specific allegations of fraud, fabrication of documents, forgery, impersonation, coercion etc.*
- (v) *Cases requiring protection of courts, as for example, claims against minors, deities and mentally challenged and suits for declaration of title against government.*
- (vi) *Cases involving prosecution for criminal offences*

19. *All other suits and cases of civil nature in particular the following categories of cases (whether pending in civil courts or other special Tribunals/Forums) are normally suitable for ADR processes :*

- i. *All cases relating to trade, commerce and contracts, including - disputes arising out of contracts (including all money claims); - disputes relating to specific performance; - disputes between suppliers and customers; - disputes between bankers and customers; - disputes between developers/builders and customers; - disputes between landlords and tenants/licensor and licensees; - disputes between insurer and insured;*
- ii. *All cases arising from strained or soured relationships, including - disputes relating to matrimonial causes, maintenance, custody of children; - disputes relating to partition/division among family members/coparceners/co-owners; and - disputes relating to partnership among partners.*
- iii. *All cases where there is a need for continuation of the pre-existing relationship in spite of the disputes, including - disputes between neighbours (relating to easementary rights, encroachments, nuisance etc.); - disputes between employers and employees; - disputes among members of societies/associations/Apartment owners Associations;*
- iv. *All cases relating to tortious liability including - claims for compensation in motor accidents/other accidents; and*
- v. *All consumer disputes including - disputes where a trader/supplier/manufacturer/service provider is keen to maintain his business/professional reputation and credibility or 'product popularity. The above enumeration of 'suitable' and 'unsuitable' categorization of cases is not intended to be exhaustive or rigid. They are illustrative,*

which can be subjected to just exceptions or additions by the court/Tribunal exercising its jurisdiction/discretion in referring a dispute/case to an ADR process."

The Hon'ble Apex court also held

"at para No.30, the stage when the referral to be made in family and matrimonial disputes, "Though in civil suits, the appropriate stage for considering reference to ADR processes is after the completion of pleadings, in family disputes or matrimonial cases, the position can be slightly different. In those cases, the relationship becomes hostile on account of the various allegations in the petition against the spouse. The hostility will be further aggravated by the counter-allegations made by the respondent in his or her written statement or objections. Therefore, as far as Family Courts are concerned, the ideal stage for mediation will be immediately after service of respondent and before the respondent files objections/written statements. Be that as it may."

The Hon'ble Apex court also summarizes the procedure to be adopted by a court under Sec. 89 of CPC, at para No. 31 as follows.

"31. We may summarize the procedure to be adopted by a court under section 89 of the Code as under:

- a) When the pleadings are complete, before framing issues, the court shall fix a preliminary hearing for appearance of parties. The court should acquaint itself with the facts of the case and the nature of the dispute between the parties.*
- b) The court should first consider whether the case falls under any of the category of the cases which are required to be tried by courts and not fit to be referred to any ADR processes. If it finds the case falls under any excluded category, it should record a brief order referring to the nature of the case and why it is not fit for reference to ADR processes. It will then proceed with the framing of issues and trial.*
- c) In other cases (that is, in cases which can be referred to ADR processes) the court should explain the choice of five ADR processes to the parties to enable them to exercise their option.*
- d) The court should first ascertain whether the parties are willing for arbitration. The court should inform the parties that arbitration is an adjudicatory process by a chosen private forum and reference to arbitration will permanently take the suit outside the ambit of the*

court. The parties should also be informed that the cost of arbitration will have to be borne by them. Only if both parties agree for arbitration, and also agree upon the arbitrator, the matter should be referred to arbitration.

- e) If the parties are not agreeable for arbitration, the court should ascertain whether the parties are agreeable for reference to conciliation which will be governed by the provisions of the AC Act. If all the parties agree for reference to conciliation and agree upon the conciliator/s, the court can refer the matter to conciliation in accordance with section 64 of the AC Act.*
- f) If parties are not agreeable for arbitration and conciliation, which is likely to happen in most of the cases for want of consensus, the court should, keeping in view the preferences/options of parties, refer the matter to any one of the other three other ADR processes :
 - (a) Lok Adalat;*
 - (b) mediation by a neutral third party facilitator or mediator; and*
 - (c) a judicial settlement, where a Judge assists the parties to arrive at a settlement.**
- g) If the case is simple which may be completed in a single sitting, or cases relating to a matter where the legal principles are clearly settled and there is no personal animosity between the parties (as in the case of motor accident claims), the court may refer the matter to Lok Adalat. In case where the questions are complicated or cases which may require several rounds of negotiations, the court may refer the matter to mediation. Where the facility of mediation is not available or where the parties opt for the guidance of a Judge to arrive at a settlement, the court may refer the matter to another Judge for attempting settlement.*
- h) If the reference to the ADR process fails, on receipt of the Report of the ADR Forum, the court shall proceed with hearing of the suit.*

If there is a settlement, the court shall examine the settlement and make a decree in terms of it, keeping the principles of Order 23 Rule 3 of the Code in mind.

- i) If the settlement includes disputes which are not the subject matter of the suit, the court may direct that the same will be governed by Section 74 of the AC Act (if it is a Conciliation Settlement) or Section 21 of the Legal Services Authorities Act, 1987 (if it is a settlement by a Lok Adalat or by mediation which is a deemed Lok Adalat). This will be*

necessary as many settlement agreements deal with not only the disputes which are the subject matter of the suit or proceeding in which the reference is made, but also other disputes which are not the subject matter of the suit.

- j) If any term of the settlement is ex facie illegal or unenforceable, the court should draw the attention of parties thereto to avoid further litigations and disputes about executability."*

The Hon'ble Apex Court also given directions to keep in mind the consequential aspects, while giving effect to Sec. 89 of CPC at para No. 32

"32. The Court should also bear in mind the following consequential aspects, while giving effect to Section 89 of the Code :

- (i) If the reference is to arbitration or conciliation, the court has to record that the reference is by mutual consent. Nothing further need be stated in the order sheet.*
- (ii) If the reference is to any other ADR process, the court should briefly record that having regard to the nature of dispute, the case deserves to be referred to Lok Adalat, or mediation or judicial settlement, as the case may be. There is no need for an elaborate order for making the reference.*
- (iii) The requirement in Section 89(1) that the court should formulate or reformulate the terms of settlement would only mean that court has to briefly refer to the nature of dispute and decide upon the appropriate ADR process.*
- (iv) If the Judge in charge of the case assists the parties and if settlement negotiations fail, he should not deal with the adjudication of the matter, to avoid apprehensions of bias and prejudice. It is therefore advisable to refer cases proposed for Judicial Settlement to another Judge.*
- (v) If the court refers the matter to an ADR process (other than Arbitration), it should keep track of the matter by fixing a hearing date for the ADR Report. The period allotted for the ADR process can normally vary from a week to two months (which may be extended in exceptional cases, depending upon the availability of the alternative forum, the nature of case etc.). Under no circumstances the court should allow the ADR process to become a tool in the hands of an unscrupulous litigant intent upon dragging on the proceedings.*
- (vi) Normally the court should not send the original record of the case when referring the matter for an ADR forum. It should make available only*

copies of relevant papers to the ADR forum. (For this purpose, when pleadings are filed the court may insist upon filing of an extra copy). However if the case is referred to a Court annexed Mediation Centre which is under the exclusive control and supervision of a Judicial Officer, the original file may be made available wherever necessary."

LOK ADALAT AWARD AND JURISDICTION

LOK ADALAT AWARD:-

Section 21 of the LS Act defines the Award of Lok Adalat, Section 22 E of the LS Act defines the award of the Permanent Lok Adalat. The regulations 13 to 17 of the National Legal Services Authority (Lok Adalats) regulations 2009 gives the procedure to be followed in holding Lok Adalat, formulating compromise, decree, drawing up of the award.

The key features of the award of Lok Adalat:-

1. Every award of Lok Adalat shall be deemed to be a decree of a civil court.
2. It shall be signed by all the parties to the dispute and the panel constituting the Lok Adalat.
3. It shall form part of the judicial records.
4. It shall be in the regional language or in English.
5. A certified copy of the award will be given free of cost, to all the parties.
6. It shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.
7. If a pending case is settled at Lok Adalat, any court fee already paid will be refunded as provided by the Court Fees Act, 1870.

The key features of the award of the Permanent Lok Adalat are envisaged as per section 22 E of the LS Act i.e.,

1. Every award of the Permanent Lok Adalat under this act either on merits or in terms of settlement of agreement shall be final and binding on all the parties there to and on persons claiming under them.
2. It is also a deemed to be a decree of a civil court.
3. The award is a dispensation of majority of the persons constituting the Permanent Lok Adalat
4. The award is final, shall not be called in question in any original suit, application or execution proceeding.

5. The award can be executed by a civil court having local jurisdiction on transmission of the same by the Chairman, Permanent Lok Adalat.

The Lok Adalat Award shall be written in regional language used in local Courts or in English, it shall contain particulars of the case, case number, name of Court, name of parties, date of receipt, register number assigned to the case in permanent register and date of settlement and if the cases are referred to Lok Adalat then the refund amount will be given back to the plaintiff or petitioner. The original award shall form the part of the judicial records. A copy of the award shall be given each of the parties duly certified them to be true by the officer designated by the Member-Secretary as mentioned in Regulation 17.

The Hon'ble Apex court observed in **P.T.Thomas vs. Thomas Job AIR 2005 Supreme Court 3575** that

"The Lok Adalat will pass the award with the consent of the parties, therefore there is no need either to reconsider or review the matter again and again, as the award passed by the Lok Adalat shall be final. Even under Section 96(3) of C.P.C no appeal shall lie from a decree passed by the Court with the consent of the parties".

In **Punjab National Bank vs. Lakshmidhand Rah AIR 2000 Madhya Pradesh 301**, the Hon'ble High Court held that

"Lok Adalat is conducted under an independent enactment and once the award is made by Lok Adalat the right of appeal shall be governed by the provisions of the Legal Services Authorities Act, when it has been specifically barred under Provisions of Section 21(2) of the said Act. It is further observed that "It may incidentally be further seen that even C.P.C does not provide for an appeal under Section 96(3) against a consent decree. The code also intends that once a consent decree is passed by Civil Court finality is attached to it. Such finality cannot be permitted to be destroyed, particularly under the Legal Services Authorities Act, as it would amount to defeat the very aim and object of the Act with which it has been enacted, hence, we hold that the appeal filed is not maintainable."

The Hon'ble High Court of Andhra Pradesh held in **Board of Trustees of the Port of Visakhapatnam vs. Presiding Officer, Permanent, Lok Adalat-cum-Secretary, District Legal Services Authority, Visakhapatnam and another 2000(5) ALT 577** that

"Though the award of Lok Adalat is not result of a contest suit, it is as equal and on par with a decree on compromise and will have the same binding effect". However, the Hon'ble High court has observed in supra case

that "the award of Lok Adalat cannot be challenged by any regular remedies available under Law including article 226 of Constitution of India on any ground".

What is the remedy available to the person aggrieved of the award passed by Lok Adalat under section 20 of the Act?

The Hon'ble Supreme Court observed in **State of Punjab and Anr. vs Jalour Singh and Ors. AIR 2008 Supreme Court 1209** (3 Judges bench) in para no.12 that

"It is true that where an award is made by Lok Adalat in terms of a settlement arrived at between the parties, (which is duly signed by parties and annexed to the award of the Lok Adalat), it becomes final and binding on the parties to the settlement and becomes executable as if it is a decree of a civil court, and no appeal lies against it to any court. If any party wants to challenge such an award based on settlement, it can be done only by filing a petition under Article 226 and/or Article 227 of the Constitution, that too on very limited grounds. But where no compromise or settlement is signed by the parties and the order of the Lok Adalat does not refer to any settlement, but directs the respondent to either make payment if it agrees to the order, or approach the High Court for disposal of appeal on merits, if it does not agree, is not an award of the Lok Adalat. The question of challenging such an order in a petition under Article 227 does not arise."

The same observation was reiterated by Hon'ble Apex court in **Bhargavi Constructions vs. KothakapuMuthyam and Ors. 2018 SCC 480** in Para no.27 that

"the Law laid down State of Punjab Supra by this court is binding on all the courts in the country by virtue of mandate of Article 141 of the constitution".

By observing so, the Hon'ble Apex court has held that Lok Adalat award can be challenged by filing a writ petition under Article 226 and/or Article 227 of the Constitution of India in the High Court and that too on very limited grounds.

Even a Lok Adalat award can be challenged by a third party on a plea of fraud, mis representation etc., who never signed the said award by way of filling a suit. It is the dictum of our **Hon'ble High Court in 2012 SCC Online Hyd 217** in case of Kothakapu Muthyam Reddy and others V/s Bhargavi Constructions Rep. by its Managing partner Sri.V.Ramachandra Rao and others, in the judgment in detail

discussed the scope of writ jurisdiction as well as filing of separate suit is concerned.

It was held, that

"The award passed by the Lok Adalat in a pending litigation, or in a pre-litigation case, is not, ordinarily, amenable to judicial review. But, when an award of the Lok Adalat is obtained by misrepresentation, fraud or without due compliance with the provisions of the Act and that it was not preceded by a compromise/settlement, it can be challenged in a writ petition. The challenge to the award of the Lok Adalat, in proceedings under Article 226 of the constitution of India, can be entertained only at the behest of parties to the settlement/compromise before the Lok Adalat, and not by anyone else. The parties to the compromise or settlement, which is the basis for the award of a Lok Adalat, are entitled to challenge the award. Ordinarily, a third party cannot challenge the award in a writ petition, even if such an award causes prejudice. The remedy of such party would be to institute a separate suit within the period of limitation prescribed under law for necessary redressal, and seek an appropriate decree. As a civil Court can even declare that an earlier decree of the Court is not binding on the party before it, there can be no objection for a third party to institute a suit in a civil Court seeking a declaration that the award of Lok Adalat is not binding on him. There may, however, be extraordinary cases where a third party is meted with injustice at the behest of two or more conniving and colluding parties who may have obtained an award of the Lok Adalat by fraud or misrepresentation only to defeat the rights of a third party. In such cases, there should be prima facie evidence of fraud or misrepresentation or collusion in obtaining the award of the Lok Adalat. Even if such allegations are made, and the question involves complicated questions of fact requiring voluminous evidence, the third party should be left to seek the remedy in a civil Court, rather than invoking the extraordinary jurisdiction of the High Court under Article 226 of Constitution ".

In **Kusumbai W/o Ramesh Palve vs Bhausahab S/o BarkuPalve AIR ONLINE 2019 BOMBAY 3381**, this is the case where suit seeking partition and separate possession has filed before Regular Civil Court, the compromise has reached by the plaintiff and defendants in this case. The Lok Adalat passed an award. The petitioner herein is third party who suffered by way of compromise decree passed by the Lok Adalat has challenged before the Hon'ble High Court. The Hon'ble High Court opined that, the petitioner has two avenues to reach, the first is

to the third party can seek for declaration before a civil court stating that the decree which has been passed will not bind upon her or to file a writ petition in Hon'ble High Court challenging the Lok Adalat Award, the said Lok Adalat award can be set aside if the fraud and misrepresentation is prima facie made out.

In **Yelamarthi Narasimha Rao Vs. District Legal Services Authority and Others reported in (2022) 1 ALT 553**, the Hon'ble Division Bench of High Court of Andhra Pradesh at Amaravathi given certain directions to the Lok Adalats to follow the procedure while settling the dispute and passing the award at Para No.25 as follows:-

(a) We, hereby direct the members of Lok Adalat, more particularly, the Sub-ordinate Officers dealing with the Lok Adalat cases 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.

(b) 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.

(c) Legal Services Authorities, at all levels, are directed to maintain the record of disposed off cases, namely the applications filed, photographs along with the application, documents, if any, filed along with the application and the award passed, at-least for a period of three years from the date of award.

(d) The members or member of the Lok Adalat shall find out from the parties as to pendency of any other proceedings in respect of the subject property between the parties in any other Court and orders if any passed. The same shall also be recorded in the order/award.

(e) The members of the Lok Adalat shall verify if the compromise/settlement is between all the parties and if it finds that it is not between all but some of the parties, it shall consider if such compromise may have adverse affect on the party who has not entered into compromise. If it so affects, award shall not be passed based on such compromise.

(f) If all the parties before the civil court are parties before the Lok Adalat, but during the pendency of the proceedings before the Lok Adalat, any application is filed or request is made to delete the name of any of the parties as not being necessary or proper party or being a formal party and non-contesting party, the Lok Adalat shall before acceding to such request shall provide opportunity to such party before deletion of his/her name and shall also consider the impact of the award based on compromise/settlement between the parties other than the party sought to be deleted on the rights of

the party sought to be deleted or alleged as proforma and non-contesting party.

Whether an award passed by the Lok Adalat can be amended is a question dealt by the Hon'ble High court of Andhra Pradesh at Amaravathi in **Sikhakolli Venkata Chandra Sekhar Rao and Others Vs. A.P. State Legal Services Authority and Others reported in 2024 SCC ONLINE AP 2794**, at Para No.10 & 11 held, that

"when the prayer for amendment neither effects the interest of the respondents nor possibly the third parties, and the amendments sought for in a way to strengthen the award granted, the same can be allowed in a procedure contemplated at Para No.11 of the said judgment by filling an application to amend the award before the Lok Adalat which passed the said award.

LOK ADALAT JURISDICTION:-

According to Section 19(5) of Legal Services Authority Act, 1987, Lok Adalats can decide case by compromise and settlement.

The cases are –

- a) Any case pending before or
- b) Any matter which is falling within the jurisdiction of, and is not brought before, any court for which the Lok Adalats are organized.

Thus, Lok Adalats have jurisdiction on all cases which are pending in the court and have not been placed before any court. We can call it pre-litigation conciliation and settlement, but the cases which are not able for compromise legally do not come within the jurisdiction of Lok Adalats. Generally, such cases are criminal cases which are not compoundable under section 320 of C.P.C. 1973, Lok Adalats can only settle the cases which comes within the ambit of section 320 of C.P.C. 1973.

To understand Lok Adalat Award and Jurisdiction, we have conjointly read Sections 19,20 and 21 as also stated in **Estate Officer vs H.V.Mankotia, (2022) 12 SCC 609**. As per Section 21 of the Legal Service Authority Act, every award given by the Lok Adalat is considered as decree of a Civil Court and it is final, no appeal lies against such Lok Adalat award and the section further states that if a compromise or settlement has reached in a case by the aid of Lok Adalat which is referred by invoking the provision of Section 20(1) of the said Act, which also impliedly states about the Jurisdiction of Lok Adalat. By referring Section 20(1) of

the Act, it will guide us to the Jurisdiction of Lok Adalat which is prescribed under Section 19(5) of the Act which states that the Lok Adalat have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of a case pending before or any matter which is falling the jurisdiction of and not brought before any Court for which the Lok Adalat is organized, and Lok Adalat has no jurisdiction to decide a case or bring to compromise or settlement if the case which is Non compoundable in nature under any law.

Whether Lok Adalat adjudicate a case or it can do judicial function has been explained by Apex Court of India in **LIC vs Suresh Kumar (2011) 7 SCC 491** where it states that "*The Lok Adalat is not a regular Court authorized to adjudicate the disputes between the parties on merits*" and In **Raghavendra Rao vs K.Srikanth Rao, AIR ONLINE 2009 KAR 1162**, the parties filed a joint memo before the Lok Adalat, thus the Lok Adalat convicted the petitioner. The Hon'ble High Court has relied Apex Court decision in **State of Punjab vs Jalour Singh (2008) 2 SCC 660** and held that, "*Law is now crystallized that Lok Adalats have no adjudicatory or judicial functions*". When the Legal Service Authority Act refers to "determination" and "Award", the said word 'determination' does not require an adjudicatory judicial determination but a non-adjudicatory determination based on compromise or settlement arrived by the parties and award is merely an administrative act of incorporating the terms of settlement or compromise agreed by the parties in the presence of Lok Adalat in the form of executable order under the signature and seal of the Lok Adalat. In **Naresh Kumar Magan Bhai Solanki vs State of Gujarat AIR ONLINE 2024 GUJ 1330** the Gujarat High Court held that, "*Lok Adalat passed Judgment and order of acquittal set aside while doing that opined that while sitting in the Lok Adalat the learned trial Court not having jurisdiction to adjudicate the matter on merits*".

Whether Lok Adalat has Jurisdiction to try Policy Matters? The answer to the above question-No-as held in **Station Manager, Railway Station, Balangir Town, vs Chairman, Permanent Lok Adalat(PSU), Balangir 2024 SCC ONLINE ORISSA.1649**, the Permanent Lok Adalat have no jurisdiction to try policy matters which are decided by the Railway Board and the Ministry of Railways.

The purpose of Lok Adalat is only to help the parties to arrive at a settlement. The real settlement must be made by the parties. The trial court has no jurisdiction to refer the matter casually but it has to refer the matter when the

dispute existed between parties for resolving or settling is possible by the intervention of Lok Adalat. As per Section 19 (5) and 20 of LS Act, it is manifest that a dispute must exist before the same is sought to be resolved and secondly the parties must be given an opportunity to be present. **In other words, the existence of dispute before the civil court in a pending case is a sine qua non. If there is no dispute, obviously the same cannot be referred to the Lok Adalat.** These are all the observations of Hon'ble High Court of Karnataka in **Basamma Vs. Taluk Legal Services Committee and Another reported in AIR 2003 KARNATAKA 242.**

In **Mohd. Aasham Pasha and Others Vs. E. Srihari Chari reported in 2016 (2) ALT 447** The Hon'ble High Court of Telangana vividly discussed about the jurisdiction of the Lok Adalat in dealing the cases referred from the courts and in prelitigation cases, held that "*Lok Adalat has no jurisdiction to decide a dispute which is beyond its pecuniary jurisdiction. Any award passed beyond its jurisdiction is not enforceable*".

Whether a suit in which compromise petition under order 23 Rule 3 of C.P.C is filed can be referred to Lok Adalath ?

The Hon'ble High court of Karnataka, Dharwad Bench in **Smt. Akkubai W/O. Siddanaik Patil vs Shri. Venkatrao, S/O. GouravShindurWP.No. 63372/2012dt. 21.02.2014** has categorically observed in para no.11 that

"when parties has filed an application under order 23 Rule 3 of C.P.C and admitting the terms of compromise and execution of the terms and conditions, then the court before which it is presented, is the competent court to record the compromise dispose of the suit in terms of compromise. The question of refering the said dispute to Lok Adalath would not arise. If it is referred it is a farce."

The Hon'ble court has mentioned this case as a classic case of abuse of the wonderful concept of Lok Adalath which is used as an instrument to deprive an uneducated and poor lady of her valuable right to immovable property conferred by Hindu Succession Act. In this case the Hon'ble court has observed that the trial court has endorsed in the order sheet about registration of the suit, filling of vakalath for defendants, taking up the case before Lok Adalath in the presence of conciliator, endorssment that parties has settle the matter by mentioning terms of compromised and also the suit is decreed in terms of compromise petition. No separate order sheets were maintained for proceedings before regular court and Lok Adalath and also the matter was referred to Lok Adalath when the parties has

already settled in terms of compromise mentioned in compromise petition. This order of the trial court has been strongly criticised by the Hon'ble High court.

In the case of **State of Kerala vs. Ernakulum District Legal Services Authority(AIR 2008 Kerala 70)** it has been stated by the Hon'ble Kerala High Court that "*no efforts for settlement can be made by Lok Adalat in such cases which are not compoundable under the law*". Similarly, in the case of **Union of India v. Annatto (AIR 2007 SC 1561)** it has been held by Hon'ble Supreme court that "*Lok Adalats can only pass the orders in such cases where the settlement between the parties has been held legally*".

Lok Adalat Award - Presence of parties GPA & Co accused:

While Lok Adalat Award is final and it is binding on all the parties to the case or pre litigation case. The word "Award" is defined under Regulation 17 of the National Legal Services Authority (Lok Adalats) Regulations, 2009 tried to concise as follows, under the guidance and aid of the Lok Adalat the award will be prepared by incorporating terms of settlement or compromise which is agreed by the parties, the passing of the award is merely an administrative act and the parties to the case appear before the Lok Adalat shall sign or affix the thumb impression after that members of the Lok Adalat counter sign in it and thus it becomes Lok Adalat Award. The members of Lok Adalat and parties shall ensure that they affix the signatures only after understanding and satisfy the terms of settlement, the said terms of settlement shall not be unreasonable or illegal or one-sided and it has to be voluntarily and not by way of any threat, coercion or undue influence, if the parties settled the matter outside the Lok Adalat, the members of Lok Adalat avoid affixing signatures because should encourage to take Lok Adalat for committing Forgery, Fraud, etc.

The intricacies in referring the matter to the Lok Adalat, the procedure, the presence of parties, parties appearing through GPA vividly discussed by the Hon'ble High Court of Karnataka

In para no.20 of **Smt.Renuka W/O Anand @ Anantsa Bakale vs Sri Ramanand S/O RamkrishnasaBasawa in Writ petition number 103766 of 2018 dt. 31.03.2022** by way of following general directions-

"(i) When a compromise is filed before the Court, it is for the Court to record the compromise and not to refer the matter to the Lok Adalat.

(ii) It is only if there is no settlement arrived at before the Court and the parties request for the matter to be referred to Lok-Adalat to enable a

settlement then in such event the parties are to be referred to the Lok-Adalat and in the event of a compromise being arrived at before the Lok- Adalat, the same could be recorded by the lok- Adalat.

(iii) When the matter is referred to Lok-Adalat, separate order sheets would have to be opened and maintained by the said Lok-Adalat and the order sheet of the Court in the suit cannot be used by the Lok-Adalat.

(iv) The trial Court and or the Lok-Adalat while recording compromise is required to ascertain if the parties are present personally as also to ascertain and verify their identities by production of suitable documentary proof.

(v) In the event of a power of attorney appearing, it would be the bounden duty of the Court or the Lok-Adalat to ascertain if the concerned party has been served with notice.

(vi) The Court as also the Lok-Adalat would always have to be suspicious if the party were to enter appearance even before service of notice which is a red flag that there is something that is fishy in the matter.

(vii) When recording a compromise being entered into by a power of attorney, the original of the power of attorney is required to be examined by the Court and the Lok-Adalat and necessary endorsement made in the order to that effect and the original power of attorney returned to the parties.

(viii) As far as possible the trial Court and or the Lok- Adalat to secure the presence of the party and obtain signature of such party rather than the power of attorney.

(ix) The Trial Courts shall ensure that proper and acceptable proof of identity of the parties to proceedings as mandated by the Government for various purposes (such as Aadhar Card, Driving, License, Passport Copy, Election Identity card, etc.,) are obtained as a matter of rule."

The above general directions enlightens about the importance off securing the parties while passing award and the precautions to be followed while one of the party before Lok Adalat is GPA holder.

Whether Permanent Lok Adalat can pass the Award even in absence of either of the Party to the Case and What are the powers that possessed by the Permanent Lok Adalat? The above two questions has discussed in **Canara Bank vs G.S.Jayaram (2022) 7 SCC 776** by the Division Bench of the Apex Court of India that the Permanent Lok Adalat shall propose the terms of settlement based on materials before them and the same shall be communicate to both the parties, by invoking Section 22-C(8) the permanent Lok Adalat can adjudicate the dispute on merits even if the party present before the permanent Lok Adalat does not agree or

if the absent does not respond in sufficient period of time and also by complying Section 22-D the permanent Lok Adalat shall once again notify to absent party of its decision to adjudicate dispute on merits, the hope that at that stage he might join the proceedings. Even if the party to the case is absent, the permanent Lok Adalat mandatorily follow step by step procedures before deciding a case and coming to the second question, the Permanent Lok Adalat is established for public utility services and it has a power to adjudicate a case and conciliatory as well.

Whether the parties signed in the award is sufficient to show participated in the Lok Adalat Proceedings? In **Dowlath Bee vs T.Mahaboob Basha AIR ONLINE 2024 AP 1459** the Andhra Pradesh High Court has stated that,

"the parties have signed the Lok Adalat award is sufficient to show that they have participated in the Lok Adalat proceedings and had accepted the same. Thus, it shows that the parties are fully aware of the Lok Adalat proceedings" and also in **Sukant Kumar Narendra vs The Chairman-Cum-Managing Director, United Commercial Bank and others 2016 AIR CC 830 (ORI)**, the Orissa High Court held that, compromise petition before Lok Adalat signed by the Bank and debtor. The contents of the petition had been read over and explained to the parties and the same admitted by the parties as correct. Thus, there is no error apparent face on record and hence review is not maintainable.

As per Section.19 (5) Proviso of the LS Act, the Lok Adalath have no Jurisdiction in the matters relating to an offence which is not compoundable in nature but the Lok Adalat is empowered to settle the matters pertaining to a criminal case which is compoundable in nature. The compounding authority is a sole proprietary right of the complainant / victim / injured as per the provisions of BNSS 2024 (old Cr.P.C.). When the Lok Adalat is settling a compoundable offence, by way of settlement at the instance of the complainant / victim / injured, such settlement in compounding the offence if not causing any prejudice, imposing any responsibility upon the accused, the presence of accused or co-accused is immaterial to pass an award. If the settlement is imposing any burden, liability, hardship to the interest of an accused or co-accused, then the presence of accused is material one.

It is also important to discuss the need of presence of accused or co-accused before the Lok Adalat, when the Law permits the complainant / victim / injured to compound the offence by a proprietary right. In this regard the Judgment of Hon'ble Kerala High Court is very important to look into. In **Y.P.Baiju**

Vs. State of Kerala and others reported in (2008) Cri.L.J.928, the Hon'ble High Court of Kerala at Para No.22 held, that

- (1) *Composition under Section 320, Cr. P. C. is a unilateral act.*
- (2) *The victim (person shown in column 3 of Section 320(1) and 320(2)) can himself make an application for composition.*
- (3) *It is not necessary for the Court to insist on a joint application for composition. The victim can of course make a joint application along with the accused.*
- (4) *It is not necessary for the Court to insist on the personal appearance of the accused before Court to consider an application for composition under Section 320, Cr. P.C.*
- (5) *The mere fact that the Court has already issued a non-bailable warrant against the accused and that is pending is no reason for the Court not to proceed further with the case. All steps for which personal presence of the accused is not necessary can be continued even if the non-bailable warrant remains unexecuted and the accused has not personally appeared.*

Lok Adalat Award – ExParte Decree:-

Lok Adalat and an exparte decree are different types of legal outcomes. Lok Adalat requires voluntary consent of both the parties and the proceedings aim at amicable settlements. An exparte decree is a court decision made in the absence of one party. A successful settlement in Lok Adalat results in a binding award which is treated as decree of civil court and non appealable except in specific circumstances. An exparte decree shall be issued only after considering evidence and arguments and it can be challenged by the defendant if the service is improper.

In view of Section 19 & 20 of the LS Act r/w. Regulation 31 of the A.P. State Legal Services Authority Regulations 1996, the Lok Adalat shall inform every party or litigant whose case is referred to the Lok Adalat well in time so as to afford him an opportunity to prepare himself for the Lok Adalat. The mere fact, that the party in a suit setexparte by itself is not a valid ground to construe, that he is not a party to the suit or litigant so as to hold, that he is not entitled to any notice before the matter is settled in Lok Adalat. The Law is well settled, that even if the defendant is set exparte, still he is entitled to participate the trail of suit. When that is the settled legal position, it cannot be said under any stretch of reasoning or any imagination, that he ceased to be the party to the suit and not entitled to notice before settlement of dispute in the Lok Adalat. The same is held by the Hon'ble

High Court of Andhra Pradesh in Writ Petition No.17682 of 2012, dt.13.07.2023. The same is also held by the Hon'ble High Court of Andhra Pradesh in **B.Srinath Reddy Vs the District Legal Services Authority, Kadapa Rep by its Secretary, Kadapa and Others in W.P.No.2445 of 2019, Dated 18-09-2019.**

Whether Lok Adalat award is valid in eye of law, if it is passed in absence of the parties and without signatures of the parties? For this question the Delhi High Court in **New India Assurance Co.Ltd vs Ramesh Chowrasia AIR 2024 DELHI 21** has negated that,

"the Lok Adalat award passed in absence of counsels to the parties and the representatives of the parties, and without obtaining signatures of the parties is non est in eye of law and the procedure adopted was erroneous".

An award passed in a motor accident claim on basis of the compromise filed by the advocate of the parties, but not signed by the parties, it has been held that the authorization to file compromise through Vakalathnama has to be supplemented by actual compromise being find by the parties themselves and the award was declared invalid. This is held in **Smt.Madhubala Vs. HP Singh and another reported in AIR 2013 ALL 54.**

Thus, in a civil suit their might be decree in exparte of the party to the list. But a Lok Adalat award cannot be passed in exparte because of the above statute and Law. An exparte decree can be executed but an award passed in absence of the party cannot be enforceable.

Lok Adalat Award – Registration:-

An award of Lok Adalat is deemed degree, hence generally it requires no registration. However if the award itself creates, assigns, limits or extinguishes any right, title or interest in immovable property worth more than Rs.100/-, then registration is required U/S.17(1) (b) of the Registration Act.

In **Gurbax Singh Vs. Bhajan Singh reported in (2010) 15 SCC 739**, the Hon'ble Appex Court held that

"An award of Lok Adalat does not require registration if it is in the nature of a compromise degree, as long as the decree itself does not create rights in immovable property".

In **K.Raghunandan Vs.Ali Hussain Sabir reported in (2020) 16 SCC 544**, it was held, that

"If the compromise award affects title or interest in immovable property, it requires registration, failing which it is inadmissible in evidence U/S.49 of the Registration Act".

In the case of ShriChand @ Chandanmal Sugnamal Panjwani vs Ahamed Ismayli Valodia and ors in W.P.NO.1841 of 2022, this is a case for possession of suit property under Maharashtra Rent Control Act,1999, where parties arrived at compromise in Lok Adalat and thus Lok Adalat passed an award. Whether it requires to pay stamp duty or registration to execute the same? the Hon'ble High Court of Bombay at Aurangabad Bench held that, settlement recorded by the Lok Adalat having binding force of decree would not need payment of stamp duty or registration and it says that Lok Adalat award is decree but not a contract. In case of **K.C.Shanmugham vs The District Registrar, Chennai-South in W.P.NO.5871 of 2022**, the Madras High Court stated that Registrar cannot refuse registration of a Court decree on ground of limitation and In **BeedamReddapa Reddy vs Yellaboyina Vani and others reported in 2011 SCC Online AP 503equalant to 2011 (6) ALT 471** held that if the parties wants to register the Lok Adalat award, they can do it according to the law but there is no requirement to send Lok Adalat award for register by the Lok Adalat.

LOK ADALATH AWARD – EXECUTABILITY:

As per Sec.21 of the LS Act, every award of the Lok Adalat shall be deemed to be decree of a Civil Court or, as the case may be, an order of any other Court and where a compromise or settlement has been arrived at by a Lok Adalat in case refer to it under sub section (1) of Sec.20 of the LS Act. The same is final and binding on all the parties. The award passed by the Lok Adalat is executable as if as a degree.

It is held by **Hon'ble High court of Andhra Pradesh (Pre Telangana) in Alla Venkata Krishna Reddy vs Noone Krishna Veni Civil Revision Petition no.4886/2015 dt.11.12.2015** according to Rule 18 of AP State Legal Authorities Rules, 1995

"the awards passed by Lok Adalats in respect of pending cases shall be executed by the courts in which those matters were pending prior to passing of award by the Adalaths. Provided that the awards passed by Lok Adalaths in respect of matters at Pre litigative stage shall be executable to the court of District Judge's of the District in which Lok Adalath is held".

In **KN Govindan Kutty Menon Vs. CD Shajireported in AIR 2012 SCC 719**, the Hon'ble Apex Court held at Para No.17, that From the above discussion, the following propositions emerge:

- 1) *In view of the unambiguous language of Section 21 of the Act, every award of the Lok Adalat shall be deemed to be a decree of a civil court and as such it is executable by that Court.*
- 2) *The Act does not make out any such distinction between the reference made by a civil court and criminal court.*
- 3) *There is no restriction on the power of the Lok Adalat to pass an award based on the compromise arrived at between the parties in respect of cases referred to by various Courts (both civil and criminal), Tribunals, Family court, Rent Control Court, Consumer Redressal Forum, Motor Accidents Claims Tribunal and other Forums of similar nature.*
- 4) *Even if a matter is referred by a criminal court under Section 138 of the Negotiable Instruments Act, 1881 and by virtue of the deeming provisions, the award passed by the Lok Adalat based on a compromise has to be treated as a decree capable of execution by a civil court.*

The Lok Adalat award is being deemed decree of a civil court, hence it is executable within 12 years from the date of award as per the provisions of the Limitation Act 1963.

WHETHER AWARD CAN CONTAIN CONDITIONS AS TO FUTURE COMPLIANCE, CONSEQUENCES OF VIOLATIONS ETC.,:-

The Lok Adalat award which is an outcome of the voluntariness, intentions and objects of the parties in the settlement, it could include conditions related to future compliance and the consequences of violating those conditions. The award, which is legally binding, can specify obligations for the parties involved and outline what happens if those obligations of not met.

The parties in a Lok Adalat can agree upon conditions related to future compliance and also stipulate consequences for violation, provided that

1. The conditions are lawful,
2. Mutually agreed,
3. Clearly regarded in the award.

However, Lok Adalat cannot impose conditions unilaterally, it only passes an award based on mutual consent.

In **B.P.MoideenSeva Mandir Vs. A.M.Kutty Hassan reported in AIR 2008 SCC (SUPP) 1123 equalant to (2009) 2 SCC 198**, the Hon'ble Apex

Court held that *"an award passed with consent of the parties has full binding effect, and parties can include conditions"*. The Hon'ble High Court of Madras in **Y.Siva Kumar Vs. TMT.R.Sridevi 2022 SCC Online Mad 3725**, held that *"the terms of the Lok Adalat award, including timelines, and performane clauses, or enforceable and any violation would allow execution like a court decree"*.

LOK ADALAT AWARD – HYBRID MODE – SPECIAL REFERENCE TO MATRIMONIAL MATTERS:-

There is no provision which contemplates the hybrid / virtual mode of conducting the Lok Adalat as per the LS Act. The Courts and Legal Services authorities have allowed hybrid / virtual hearings under administrative directions.

The Lok Adalat in Hybrid had good impact during Covid-19. At the time of Covid-19 Pandemic, Lok Adalat were conducted Hybrid Mode and it had been great success by then we can say that Lok Adalat can also conduct Hybrid Mode. This Hybrid Mode is avail to the persons who are staying abroad, unable to appear before Court etc. The Hybrid mode of Lok Adalat was useful especially in matrimonial matter where one of the spouse would be residing abroad. The Access to justice can also achieve through Hybrid Mode. The Access to justice is where the person is aggrieved by the act done by the other person, to get the remedy to his grievance thus the people will approach to the court. The Constitution of India vide Article 39 A has provided to promote the justice by the state, it has inserted under Directive Principles of State Policy. Policy to which the state is obliged to frame the policy or to ensure the article which is inserted enforce effectively without hindrance, Article 39A states as follows: The State shall secure that the operation of the legal system promotes justice, on a basis of equal opportunity, and shall, in particular, provide free legal aid, by suitable legislation or schemes or in any other way, to ensure that opportunities for securing justice are not denied to any citizen by reason of economic or other disabilities. In the 50th year of Independence the National Commission to review the working of the constitution has suggested to insert Article 30A as fundamental right so as to ensure that access to justice also falls under Part III of the Constitution of India. The suggested Article 30A as follows:

30A. Access to Courts and Tribunals and Speedy justice:- (1) Everyone has right to have any dispute that can be resolved by the application of law decided in fair public hearing before an independent court, or where appropriate, another independent and impartial tribunal or forum.

(2) The right to access to courts shall be deemed to include the right to reasonably speedy and effective justice in all matters before the courts, tribunal or other for and state shall take all reasonable steps to achieve the said objective.

In **Sarvesh Mathur vs The Registrar General, High Court of Punjab and Haryana, W.P.(Crl) 351 of 2023**, the Division Bench of Hon'ble Apex Court of India has directed all High Courts of India to submit their usage of Video Conferencing in cases and further says that technology plays an essential role in securing access to Courtrooms and access to justice across the country. The Lok Adalats focus specifically on family disputes as well which can often be emotionally charged and complex. These disputes include: Matrimonial disputes, such as divorce, alimony, and child custody and Property disputes within families, such as inheritance issues and Domestic violence cases that are compoundable under the law.

The courts were functioned under the admirative directions and also the directions of Hon'ble Apex Court during the Covid-19 pandemic to run the courts in hybrid / virtual mode. The Hon'ble Apex Court **in suo motto writ (civil) No.5 of 2020 decided on 06-04-2020** In Re: Guidelines for court functioning through video conference during Covid19 pandemic, had given guidelines for court functioning through video conferencing. Likewise the Hon'ble High Court also issued a notification in **ROC.No.192/SO/2020, dt:08-04-2020** in this regard during the Lock down period while Covid-19 pandemic. The Hon'ble A.P. State Legal Services Authority also given Standard Operating Procedure for virtual Lok Adalat vide **ROC.No.57/APSLSA/LSW/2020, dt:15-09-2020**.

In **Shilpa Aggarwal Vs. Aviral Mittal reported in (2010) 1 SCC 591, and in K.Srinivasarao Vs D.A.Deepa reported in (2013) 5 SCC 226** emphasized the importance of matrimonial settlements via mutual consent and by ADR methods to reduce adversarial litigation. The said decisions though not directing to conduct a virtual / hybrid mode of Lok Adalat but emphasis made to dispose the matters pertaining to matrimonial issues on mutual consent by ADR methods. Hence in particular, because of NRI marriages, employments, business etc., still it is a burning issue to settle the matrimonial matters on securing the both parties physically on one dias. Hence adoption of the hybrid / virtual mode to settle the matrimonial issues based on above administrative directions in the light

of Hon'ble Apex Court guidelines stated above, the fruits will be achieved in time line with a real Justice to the parties.

LOK ADALAT AWARD COMPOUNDABLE OFFENCES / ANCILLARY – NON COMPOUNDABLE OFFENCES:-

As per Sec.19 (5) of LS Act, the Lok Adalat can take up cases relating any offence which is compoundable under Law. Thus, Lok Adalat does not have Jurisdiction over non-compoundable offences.

The Lok Adalat can pass an award of the offence which is compoundable in nature, the Lok Adalat has no jurisdiction pass an award of the offence which is Non- compoundable. The compoundable offence where which has less serious offence in nature and there is no severe injury to the victim or to the property of the victim and affects individuals. The Non-compoundable offence which is serious in nature and the severe in injury to the victim and to the property of the victim and affects both individuals and society at large, charges cannot be withdrawn and it can be withdrawn by permission of the Court. According to Section 359 of BharatiyaNagarik Suraksha Sanhita (BNSS) (Sec. 320 of Cr.P.C.) prescribed the offences which are compoundable and non-compoundable offence with or without the permission of the Court.

Whether Lok Adalat has Jurisdiction to determine a case which is non- compoundable in nature? The answer to the question is absolutely "**NO**". In **State of Karnataka Vs Shekar ILR 2021 KAR 3550** - the Hon'ble High Court of Karnataka categorically stated that "Lok Adalat has no jurisdiction to determine a matter or case which is non compoundable in nature".

The Hon'ble Apex Court in **Gian Singh Vs State of Punjab reported in (2012) 10 SCC 303** held, that even if non compoundable offences are involved, High Courts can quash FIRs u/s.482 Cr.P.C., when the dispute is primary civil or matrimonial in nature, settlement is genuine, continuation of proceedings would be abuse of the process. It also late down guidelines for crashing of criminal cases involving non compoundable offences in **Narendra Singh Vs. State of Punjab reported in (2014) 6 SCC, 466**. In **State of Madhya Pradesh Vs. Lakshminarayan, reported in (2019) 5 SCC 688**, it was held, that Lok Adalat or Magistrate cannot compound non compoundable offences. High Court alone has discretion to quash such cases if settlement is Bonafide and offence is not heinous.

CONCLUSION:

It is observed by Hon'ble Apex court in Para No.13 of **B.P.Moideen Sevamandir & Anr vs A.M.Kutty Hassan AIR 2008 SC (SUPP) 1123** that

"Lok Adalats is an alternative dispute resolution mechanism. Having regard to section 89 of Code of Civil Procedure, it is the duty of court to ensure that parties have recourse to the Alternative Dispute Resolution processes and to encourage litigants to settle their disputes in an amicable manner and there should be no pressure, force, coercion or threat to the litigants to settle disputes against their wishes. Judges also require some training in selecting and referring cases to Lok Adalats or other ADR processes. Mechanical reference to unsuited mode of ADR process may well be counter-productive. A plaintiff who comes to court alleging unlawful encroachment by a neighbour may well ask what kind of settlement he should have with an encroacher in a Lok Adalat. He cannot obviously be asked to sacrifice a part of his land for purposes of amicable settlement".

It is further observed that court cannot carry ill-will against a litigant because he did not settle his case. No party can be punished for failing to reach the settlement before Lok Adalath.
