

LOK ADALAT AWARDS AND JURISDICTION, PROCEDURAL NUANCE, AND ENFORCEABILITY IN ANDHRA PRADESH

Lok Adalat Mechanism:

Lok Adalat is a mechanism of one of the modes of Alternative Dispute Resolution in India, functioning as a forum to resolve disputes through conciliation and compromise. The Lok Adalat is popularized throughout the India for the past several years. The public, Advocates and all the concerned are coming forward with enthusiasm to avail the Lok Adalat Mechanism for settlement of their cases amicably. The Lok Adalat Mechanism is available throughout the States through the Legal Services Authorities/Committees for amicable settlement of cases.

The composition of Lok Adalat Benches is concerned, it consists of Judicial Officers, Advocates and social workers deal with cases referred to them and help the parties in arriving at amicable settlement. The Lok Adalats shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of any case pending before any Court or any matter which is falling within the jurisdiction of any Court and is not brought before such Court that is pre-litigation. That means the lok Adalats can deal with the cases pending before any Court and referred to the Lok Adalat. Lok Adalats can also deal with the disputes at pre-litigation stage. In respect of cases pending before Courts, such cases can be by the parties' agreement, by one party's application, or by the court if it deems the referred to Lok Adalat either matter is suitable. The Lok Adalats can deal with various types of disputes, including all Civil Cases, Matrimonial Disputes, Land Disputes, Partition/Property Disputes, Labour Disputes etc., and non-compoundable criminal Cases.

The Award of the Lok Adalat shall be deemed to be a decree of Civil Court or as the case may be an order of any other Court. Every Award made by a Lok Adalat shall be final and binding on all the parties to the dispute. No Appeal shall lie to any Court against the Award of the Lok Adalat. The significant feature of the Lok Adalat is that the legal experts holding Lok Adalat Bench, guide the parties in arriving at a compromise or settlement in friendly and harmonious atmosphere.

The Plaintiff/Petitioner is entitled to get refund of Court Fee that has been paid by him at the time of filing a Suit before a Court and that suit has been settled before the Lok Adalat. The parties who wish to avail the Lok Adalat Mechanism can simply approach the Court concerned or any of the Legal Services Institution within their jurisdiction. No fee is required to be paid by the parties to settle their cases before Lok Adalat.

LOK ADALAT

1. Introduction

The Legal Services Authorities Act, 1987 enacted in the year 1987, Act No.39/1987, received the ascent of the President on 11.10.1987 and 29.10.1984 and that came into force w.e.f., 09.11.1995. Lok Adalats, established under the Legal Services Authorities Act, 1987, serve as alternative dispute resolution forums aimed at amicable settlement of disputes. They play a pivotal role in reducing the burden on traditional courts by facilitating consensual resolutions.

The case in Afcons Infrastructure and another Vs Cherian Varkey Construction Co. (P) Ltd., and others, 2010 (6) ALD (SC)155, discusses the general scope of Section 89 of Code of Civil Procedure. Wherein the Apex court held that consult of all parties is necessary for reference to arbitration U/s.89 of C.P.C., especially where no preexisting arbitration agreement exists. If the reference is to any other ADR process, the court should record that having regard to the nature of the dispute, the case deserves to refer to lok adalat, mediation or judicial settlement as the case may be. There is no need for an elaborate order for making the reference. The said judgment discussed the categories of cases that are suitable and unsuitable for ADR process U/s.89 CPC. In case of Salem Advocates Bar Association, Tamil Nadu VS Union of India, 2005 (6) SCC, 344 the Hon'ble Apex court addressed perceived conflict between the use of shall and may in Section 89 and order X Rule 1A regarding court's duty to formulate settlement of terms and refer to ADR. The Legal Services Authorities Act, 1987 applies when a dispute is referred to Lok Adalat U/s.89 CPC. Suggestions also made to the State Governments to amend their Laws with regard to Refund of Court Fee, etc.

Section 2 (d) of the Legal Services Act, 1987 defines Lok Adalat. "Lok Adalat means a Lok Adalat organized under Chapter VI". Chapter VI covers Sections 19 to 22.

JURISDICTION OF LOK ADALAT

As per section 19 (5) of the Act Lok Adalat shall have jurisdiction to determine and to arrive at a compromise or settlement between the parties to a dispute in respect of— (i) any case pending before; or

- (ii) any matter which is falling within the jurisdiction of, and is not brought before, any Court for which the Lok Adalat is organized.

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

As per regulation No.9 of the National Legal services Authority (Lok Adalats) Regulations, 2009 Lok Adalat shall have a power only to help the parties to arrive at a compromise or settlement between the parties to a dispute and, while so doing, it shall not issue any direction or order in respect of such dispute between the parties.

As per Regulation No.12 (1):- In a pre-litigation matter it may be ensured that the Court which a Lok Adalat is organized has territorial jurisdiction to adjudicate in the matter.

Lok Adalat has all the powers not only to take up the dispute pending before the Court but also in pursuance of the application filed before it during the proceedings (Board of Trustees of the Port of Visakhapatnam V. Presiding Officer, District Legal Aid Service Authority, 2000 (5) ALD 682 (AP)] - Thus, a Lok Adalat is also vested with jurisdiction to determine and arrive at Compromise or settlement between the parties to a dispute in respect of any matter which a concerned regular competent court has jurisdiction to entertain and try the same, but which in fact has not been instituted before it, barring a dispute involving a non-compoundable offence (A.Ahmed Pasha V. C.Gulnaz Jabeen, AIR 2002 Karn 412].

Scope of Jurisdiction of Lok Adalat

- Jurisdiction of the Lok Adalat is limited to making an effort at bringing about a settlement between the parties. Any transgression of this limit by the Lok Adalat would render the proceeding a nullity. The moment one of the parties to the dispute is not amenable or agreeable to a compromise or settlement, the Lok Adalat stands stripped of its jurisdiction to deal with the dispute in any manner (Commissioner, K.S.P. Instructions V. Nirupadi, AIR 2001 Karn 504].
- Lok Adalat either to make an award in terms of settlement, when case is compromised, or to return record with failure report. No other course is to be followed by Lok Adalat. No award can be passed when there is no settlement. There can be no third hybrid order by Lok Adalat containing directions to the parties by way of final decision, with a further direction to the parties to settle the case in terms of such directions (B.P.Moideen Sevamandir V. A.M.Kutty Hassan, (2009) 2 SCC 198].

- Lok Adalat determines a reference on basis of a compromise of settlement between the parties as its instance, and puts its seal of confirmation by making an Award in terms of compromise or settlement. Lok Adalat, if not able to arrive at settlement or compromise, no award is made and the case is returned to the Court from which the reference was received, for disposal (State of Punjab V. Jalour Singh, AIR 2008, SC 1209: (2008) 2 SCC 660.

Any Settlement before Lok Adalat should be voluntary:

- No party can be punished for failing to reach the settlement before Lok Adalat, while functioning as members of Lok Adalat, members of Lok Adalat or only statutory conciliators and have no judicial role. Any over bearing attitude on their part, or any attempt by them to pressurize or coerce parties to settle matters before the Lok Adalat (by implying that if the litigant does not settlement before the Lok Adalat, his case will be prejudice when heard in court), will bring disrepute to Lok Adalat's as an alternative resolution proceed and will also tend to bring down the trust and confidence of the public in the judiciary. [B.P. Moideen Sevamandir v. A.M.Kutty Hassan, (2009) 2 SCC 198].
- Lok Adalat to desist from temptation of finding fault with any particular litigant or making record of conduct of any litigant during negotiations in their failure report submitted to the court as if prejudices mind of court, while hearing the case [B.P.Moideen Sevamandir v. A.M.Kutty Hassan, (2009) 2 SCC 198].
- Dispute, when not settled before Lok Adalat, any admission, tentative agreement, or concession make during negotiation process before Lok Adalat, cannot be used either in favour of a party or against a party, when the matter comes back to court on failure of settlement of process [B.P. Moideen Sevamandir v. A.M.Kutty Hassan, (2009) 2 SCC 198].
- The Act statutorily recognizes the right of a party whose case is not settled before the Lok Adalt to have his case continued before the court and have a decision on merits. To deny hearing to a party on ground of his behavior before the Lok Adalat being cantankerous or unreasonable would amount to denial of justice [B.P.Moideen Sevamandir v. A.M.Kutty Hassan, (2009) 2 SCC 198].

- When deciding a matter on merits of a case, if a court carries any prejudice against a party on account of his conduct before an ADR forum, it will violate the inviolable guarantee against prejudice or bias in decision making process- such conduct can neither be permitted nor be tolerated and requires to be strongly deprecated - every judge should constantly guard against prejudice, bias and pre judging, in whatever form - Judge should not only be unbiased, but seem to be unbiased - Judiciary can serve the nation only on trust, faith and confidence of the public in its impartiality and integrity [B.P.Moideen Sevamandir v. A.M.Kutty Hassan, (2009) 2 SCC 198].

Non Compoundable Cases

- Jurisdiction of Lok Adalat in respect of Non Compoundable offences stands excluded (A.Ahmed Pasha Vs. C.Gulnaz Jabeen, AIR 2002 Karn, 412].
- The direction of the Sessions Judge referring an anticipatory bail application to Lok Adalat in respect of an offence U/s.498-A IPC is illegal and cannot be sustained (Tirumala Setty Tulasi Bai Vs. State, 2002 (2) ALD (Cri) 574 (AP)].
- The jurisdiction of Lok Adalat is not barred simply because the police invoked a particular section, the offence under which is not compoundable. Court should look into the statement and medical evidence to verify whether the proper section is invoked (refer, State of Karnataka Vs Gurunath, 2000 (Cri) LJ,1192 (DB(KRN)]).

Jurisdiction meaning of with reference to S.19(5)(ii),

- Circular of A.P. State Legal Services Authority, Amaravathi in
Roc.No.APSLSA/LSW-91/2006, dated 15-06-2006
&
 Circular of A.P. State Legal Services Authority, Amaravathi in Roc.No.01/APSLSA/LSW/131/07, dated 06-06-2007.
- Section 19 (5) (ii) of the A.P. State Legal Services Authorities Act, 1987 Act speaks of jurisdiction generally. It cannot therefore be construed in a narrow sense to mean 'territorial jurisdiction only emphasis in statute upon jurisdiction of Lok Adalat with reference to the court for which it was organized and which, in turn, had jurisdiction to hear the matter. Therefore though legal services authority can organize lok adalat for an area,

jurisdiction of such lok adalat for determining particular case by way of compromise or settlement would be with reference to jurisdiction of that court for which the Lok Adalat was organized [Karuturi Satyanarayana Vs K.Krishnaveni Durga Kumari, 2011 (1) ALD, 174 (DB0)].

- Under section 9 of the Guardianship and Wards Act jurisdiction with regard to deciding issues of Guardianship stood vested in District court. Therefore Pre Litigation case pertaining thereto could only be referred to a Lok Adalat organized for a District court. Pre Litigation case dealing with appointment of a guardian, therefore ought not to have been referred to and heard by Lok Adalat presided over by a Junior Civil Judge. Junior Civil Judge has not jurisdiction as per Section 19 (5) (ii) of the Act. Award passed by Lok Adalat. Therefore was non est in the eye of Law as being null and void for want of jurisdiction.

COGNIZANCE OF THE CASES BY LOK ADALAT

Section 20 of the Act, 1987 deals with cognizance of the cases by Lok Adalat:-The section reads as

20. Cognizance of cases by Lok Adalats.—

(1) Where in any case referred to in clause (i) of sub-section (5) of section 19,—

(i) (a) The parties thereof agree; or

(b) one of the parties thereof makes an application to the Court, for referring the case to the Lok Adalat for settlement and if such court is prima facie satisfied that there are chances of such settlement; or

(ii) the court is satisfied that the matter is an appropriate one to be taken cognizance of by the Lok Adalat, the Court shall refer the case to the Lok Adalat.

Provided that no case shall be referred to the Lok Adalat under sub-clause (b) of clause

(i) or clause (ii) by such court except after giving a reasonable opportunity of being heard to the parties.

(2) Notwithstanding anything contained in any other law for the time being in force, the Authority or Committee organizing the Lok Adalat under sub-section (1) of section 19 may, on receipt of an application from any one of the parties to any matter referred to in

clause (ii) of sub-section (5) of section 19 that such matter needs to be determined by a Lok Adalat, refer such matter to the Lok Adalat, for determination.

Provided that no matter shall be referred to the Lok Adalat except after giving a reasonable opportunity of being heard to the other party.

(3) Where any case is referred to a Lok Adalat under sub-section (1) or where a reference has been made to it under sub-section (2), the Lok Adalat shall proceed to dispose of the case or matter and arrive at a compromise or settlement between the parties.

(4) Every Lok Adalat shall, while determining any reference before it under this Act, act with utmost expedition to arrive at a compromise or settlement between the parties and shall be guided by the principles of justice, equity, fair play and other legal principles.

(5) Where no award is made by the Lok Adalat on the ground that no compromise or settlement could be arrived at between the parties, the record of the case shall be returned by it to the court, from which the reference has been received under sub-section (1) for disposal in accordance with law.

(6) Where no award is made by the Lok Adalat on the ground that no compromise or settlement could be arrived at between the parties, in a matter referred to in sub-section (2), that Lok Adalat shall advise the parties to seek remedy in a court.

(7) Where the record of the case is returned under sub-section (5) to the court, such court shall proceed to deal with such case from the stage which was reached before such reference under sub-section (1).

SALIENT POINTS

- Lok Adalat cannot take cognizance of the case other than by a reference (A.Ahamad Pasha Vs C.Gulnaz Jabeen, AIR 2002 Karn 412].
- The court before whom the case is instituted and pending shall refer the case to Lok Adalat for settlement, if the parties thereto agree to opt for redressal of the dispute before that forum. That filing of joint application by all parties to the suit or proceedings indicating their intention to compromise the matter or to arrive at a settlement is sine qua non for taking cognizance of the case by the Lok Adalat.

- When one of the parties to dispute make an application to the court for reference to the case to the lok adalat for settlement, even in that situation the court shall refer the dispute to the Lok Adalat for settlement, but in such case the additional requirement is that the court should be prima facie satisfied that there are chances of settlement. However Sec.20 (1) (b) of the Act makes it clear that provision is not mandatory. That means it gives sufficient direction to court either to allow or reject an application made by a party to the case, is a light of peculiar facts and circumstances of the case.
- In Syed Tahniath Hussain Vs Dr. B.R.S.Hussain Zaheer Memorial Educational Society, Hyderabad, 2002 supplement/1 ALD 454 the Hon'ble High Court held, justified the rejection of the application made before the court for referring the case to Lok Adalat for settlement as the respondent not agreed for the same.
- The court may even exercise Suo Motu power to refer a case to Lok Adalat if satisfied that the matter is appropriate for the Lok adalat to take cognizance. In view of the proviso of the Sec. 20 of the Act a reasonable opportunity of being heard to the party has to be provided before referring the case to the Lok Adalat which is a condition precedent for the reference by the civil court. Section 20(1) operates independent of Sec.12. [Pushpavath Subhash AIR 2002 Bombay 126.]

LOK ADALAT AWARD

Section 21 of the Act, 1987 deals with the Award of Lok Adalat as

21. Award of Lok Adalat.— [(1) Every award of the Lok Adalat shall be deemed to be a 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 a case referred to it under sub-section(1) of section 20, the court-fee paid in such case shall be refunded in the manner provided under the Court-fees Act, 1870 (7 of 1870).]

(2) Every award made by a Lok Adalat shall be final and binding on all the parties to the dispute, and no appeal shall lie to any court against the award.

Some important points kept in mind while passing of awards in Lok Adalat

- The Member Secretary or Secretary of the High Court Legal Services Committee or District Authority or, as the case may be, the Chairman of the Taluk Legal Services Committee convening and organizing the Lok Adalat shall inform every party concerned whose case is referred to the Adalat, well in time so as to afford

him an opportunity to prepare himself for the Lok Adalat, provided that such notice may be dispensed with, if the Court while referring the case to the Lok Adalat fixes or informs the date and time of the Lok Adalat in the presence of the parties, or their advocates, provided further that if a party is not willing to refer their case to Lok Adalat, the case may be considered on its merits by the Court concerned.

(Regulation 5 of National Legal Services Authority (Lok Adalats) Regulations, 2009.

- ☐ Lok Adalat can dispose of a matter by way of compromise or settlement between the parties as they are intended for amicable, full and final settlement of the suit outside the court system. Compromise in 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 mutual adjustment. Settlement is termination of legal proceedings by mutual consent.
- ☐ Award of lok adalat does not imply any independent verdict or opinion arrived at any decision making process. Making of award by Lok Adalat is merely an administrative act of incorporating terms of settlement or compromise agreed by the parties. **(State of Punjab V. Jalour Singh, AIR 2008, SC 1209: (2008) 2 SCC 660.**
- ☐ As per section 21 (2) every award made by a Lok Adalat shall be final and binding on all the parties to the disputes and no appeal shall lie in any court against the award.
- ☐ An award when made by the Lok Adalat in terms of settlement arrived at between the parties (which is duly signed by the parties and annexed to the award of the Lok adalat) it becomes final and permanent which is equivalent to the decree executable and the same is an ending to the litigation among the parties. In other words award of Lok Adalat is binding on the parties to the settlement and become executable or if it is a decree of the court, and no appeal lies against it at any court.
- ☐ Lok adalat must ensure the settlement is between all parties to the dispute in the original court case.

- ☐ Lok adalats must verify identities of the parties and their representatives through documentary proof. Suspicion is warranted if a party appears before service of notice. Taking photographs of parties with signatures on them at the time of award is must to prevent impersonation.
- ☐ Settlement should be reached at Lok Adalat, including any payment, signing, settlements reached outside should be avoided to prevent fraud.
- ☐ Referring a pre-agreed compromise petition filed in court to Lok Adalat is an irregularity "the court itself should record such a compromise under order 23 Rule

3 of CPC. A court cannot be converted into a Lok Adalat". Lok adalat awards must ensure that the settlement terms are clear, unambiguous, legal and conform to the norms prescribed for a decree. Vague or unclear terms can lead to future disputes.

- ☐ Awards based on contingent terms like dependent on future court decisions are incorporated if incorporated is contrary to the public policy.
- ☐ If some parties do not appear or participate, Lok Adalat cannot act on a settlement reached by only some parties, it must close the proceedings and refer the case back to the court.
- ☐ As per **circular of APSLSA in Roc No.8262/2001, dated 15-10-2001** and **Regulation 39 (2) of the A.P. State Legal Services Authority, Regulations, 1996** speaks that the parties in dispute have to affix their signatures on the award of the lok adalat.
Circular of A.P. State Legal Services Authority, Amaravathi in **Roc.No. APSLSA/LSW/90 -CORRES/2007, dated 26-03-2007.**

● **Awards in Money Suits :**

- a) The amount for which the award is passed is to be mentioned in both figures and words.
- b) If interest is awarded, the rate of interest, amount on which interest is payable and the period from which period to until which period interest is payable be mentioned clearly.
- c) If installments are granted to the parties for payment of amount the number of installments be mentioned in the award clearly.

● **Awards in Mortgage Suits :**

- a) The agreed amount payable be mentioned clearly
- b) The agreed period granted for redemption of mortgage is to be mentioned in the award.
- c) It is also be mentioned in the award that if the defendant fail to pay the amount within the agreed period, the plaintiff is entitled for final decree for sale of mortgage property.
- d) Description of the property mortgaged is to be mentioned in the award schedule.

● **Awards in Title Suits :**

- a) Full description of the subject matter of the immovable property is to be mentioned in schedule of the award.
- b) If any party relinquishes his/her share in the property by taking the amount from other party payments of amount by cash or by demand draft is only to the party concerned. Such amount cannot be paid in cash or by demand draft to third party. A stamp receipt from the party receiving cash or D.D. be obtained separately and the receipt be attested by two witnesses, original receipt be annexed to award and the same be treated as part of the award.

● **Awards in Partition Suits :**

- a) If the award is only in respect of declaration of shares over the property, shares of each sharer party be mentioned clearly.
- b) Full description of the property over the shares of the parties declared be mentioned in the schedule of the award.
- c) If the award is for final partition by metes and bounds, the share of each party and full description of the property with boundaries allotted to the share of each party be mentioned separately in the schedules of the award. Property allotted to sharer is to be mentioned in a separate schedule of the award.
- d) It should be specifically mentioned that the final decree obtained can have enforceability only when engrossed on proper stamp and register.

- **Circular of A.P. State Legal Services Authority, Amaravathi in Roc.No.4019/LSA/2001, dated 06-08-2001.** (In respect of suits relating to partition and rendition of accounts, if settled through Lok Adalat, Non judicial stamps have to be necessarily deposited for engrossing at the time of seeking execution of such awards through court of law).

● **Awards in cases of compoundable criminal cases:-**

- a) In the cause title of the Award full description of all the accused be mentioned.
- b) Full description of the person/persons by whom the offences be compounded also be mentioned in Award.
- c) it is to be mentioned in the Award as follows:-
 - i) (Full description of the person by whom offence may be compounded).Compounded the offence punishable under Section IPC and consequently the accused are acquitted under section 320 (8) Cr.P.C. for offences punishable under Sections IPC.
 - ii) The accused paid or agreed to pay a sum of Rs..... to the injured or defacto Complainant (name/s.....) towards compensation. the
- d) An endorsement be taken by the Investigation Officer or Assistant Public Prosecutor or from the concerned Station House Officer on the Award to the effect that the parties are duly identified by him.

● **Awards in cases under Section 138 of Negotiable Instrument Act.**

If cases under Section 138 of Negotiable Instrument Act are settled, the settlement terms are to be mentioned in the Award as follows:-

- 1) Claim towards dishonoured Cheque bearing No..... is settled for Rs.....
- 2) Accused agreed to pay/paid the settled amount with the Complainant consequently the Complaint is withdrawn under Section 257 Cr.P.C. and the accused is acquitted of the offence punishable under Section 138 of Negotiable Instrument Act.
- 3) If an accused is granted installments for payment of settled amount it should be mentioned in the award.

● **Award in Motor Vehicle Compensation cases.**

The following particulars are to be incorporated in the awards of Motor Vehicle Compensation cases.

- ★ Compensation amount awarded, is to be mentioned in figures and words.
- ★ Compensation amount payable to each claimant be mentioned clearly.

- ★ Within what period the amount is to be deposited is to be mentioned clearly in the Award.
 - ★ Date when the amount be withdrawn by the claimants be also mentioned in the Award
 - ★ Interest is granted in default of deposit of the amount by the respondent, any, shall also be mentioned clearly.
 - ★ How costs and interest should be shared by each claimant.
 - ★ The name of the bank where the deposit has to be made.
 - ★ In case if minor petitioners, the manner of deposit, that would be deposited till they attain majority, or in the event interest accrued shall be credited to the account of guardian.
- **Regulation 11 of National Legal Services Authority (Lok Adalat) Regulations, 2009:-** The judicial records shall be returned within ten days of the Lok Adalat irrespective of whether or not the case is settled by the Lok Adalat with an endorsement about the result of proceedings, provided that wherever it is appropriate, the court concerned from where the records are called may permit the records to be retained beyond the period of ten days.
- **Regulation 17 of National Legal Services Authority (Lok adalats) Regulation, 2009 also deals with Lok Adalat award.**

(Circular No.01/2017 in Roc.No.135/APSLSA/LSW/2017, dated 31-08-2017 as per directions of the Hon'ble High Court of Judicature at Hyderabad, Order dated 28-07-2017 in **W.P.No.25121 of 2017** – Resolutions of Hon'ble Administrative Committee, High Court).

- 1) Drawing up of the award is merely an administrative act by incorporating the terms of settlement or compromise agreed by the parties under the guidance and assistance from Lok Adalat.
- (2) When both parties sign or affix their thumb impression and the members of the Lok Adalat countersign it, it becomes an award. (see a specimen at Appendix-I) Every award of the Lok Adalat shall be categorical and lucid and shall be written in regional language used in the local courts or in English. It shall also contain particulars of the case viz., case number, name of court and names of parties, date of receipt, register number assigned to the case in the permanent Register (maintained as provided under Regulation _20) and date of settlement. Wherever the parties are represented by counsel, they should also be required to sign the settlement or award before the members of the Lok Adalat affix their signature.

(3) In cases referred to Lok Adalat from a court, it shall be mentioned in the award that the plaintiff or petitioner is entitled to refund of the court fees remitted.

(4) Where the parties are not accompanied or represented by counsel, the members of the Lok Adalat shall also verify the identity of parties, before recording the settlement.

(5) Member of the Lok Adalat shall ensure that the parties affix their signatures only after fully understanding the terms of settlement arrived at and recorded. The members of the Lok Adalat shall also satisfy themselves about the following before affixing their signatures:

(a) that the terms of settlement are not unreasonable or illegal or one-sided; and

(b) that the parties have entered into the settlement voluntarily and not on account of any threat, coercion or undue influence.

(6) Members of the Lok Adalat should affix their signatures only in settlement reached before them and should avoid affixing signatures to settlement reached by the parties outside the Lok Adalat with the assistance of some third parties, to ensure that the Lok Adalats are not used by unscrupulous parties to commit fraud, forgery, etc.

(7) Lok Adalat shall not grant any bail or a divorce by mutual consent.

(8) The original award shall form part of the judicial records (in pre-litigation matter, the original award may be kept with the Legal Services Authority or committee, concerned) and a copy of the award shall be given to each of the parties duly certifying them to be true by the officer designated by the Member-Secretary or Secretary of the High Court Legal Services Committee or District Legal Services Authority or, as the case may be, the Chairman of Taluk Legal Services Committees free of cost and the official seal of the Authority concerned or Committee shall be affixed on all awards.

- **Circular No.02/2018, of A.P.S.L.S.A., in Roc.No.78/APSLSA/LSW/ 2018, dated 30-07-2018 and Circular No.14/2018, of A.P.S.L.S.A., in Roc.No.721/SO/2018, dated 03-08-2018:-** After passing the awards and signed by the parties, their respective 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 modification etc.

REGULATION 18 OF REGULATION OF NATIONAL LEGAL SERVICES (LOK ADALAT), Regulations, 2009

Confidentiality:-

(1) The members of the Lok Adalat and the parties shall keep confidential all matters relating to the proceedings in the Lok Adalat and the members of the Lok Adalat shall not be compelled to disclose the matter which took place in the Lok Adalat proceedings before any court of law, except where such disclosure is necessary for purposes of implementation and enforcement of the award.

(2) The views expressed and discussions made by parties during the proceedings of Lok Adalat in respect of the possible settlement of a dispute and the proposals made by the members of Lok Adalat or admission made by any party or the conduct of the parties in the course of the proceeding before Lok Adalat shall not be brought in evidence or made use of in other court or arbitral proceedings.

- ☐ An award passed by the Lok Adalat without the consent or settlement of the parties is not a valid award. Such an award is contrary to the law, beyond the lok adalat jurisdiction and void in the eye of Law.
- ☐ Rectification of clerical errors in Lok Adalat awards is permissible as it does not challenge the awards validity, but ensures proper implementation and avoids future hardships.

Instructions given by Hon'ble AP State Legal Services Authority, Hyderabad in Roc.No:APSLSA/LSW-91/2006, dated 15.06.2006 with regard to **Pre Litigation cases** cover under section 19(5)(ii) of the Legal Services Authorities act.

1. The District Legal Services Authority, Mandal Legal Services Committee, High Court Legal Services Committee, shall receive the Pre-Litigation applications from the parties (with sufficient number of schedules of properties).
2. If The District Legal Services Authority, Mandal Legal Services Committee as the case may be, comes to the conclusion that the Pre-Litigation matter received needs to be determined by Lok Adalats, refer the matter to the respective Lok Adalats.
3. As soon as the Pre-Litigation case is referred to the Lok Adalat, the case is to be given Pre-Litigation case number (PLC No) mentioning serial number of the case and also the year.

4. Soon after numbering the pre-litigation case, the particulars of the case including case number are to be entered in Pre-Litigation Case Register by allotting two pages of each case containing columns mentioned in the enclosed proforma.
5. Parties to the pre-litigation cases shall submit their respective photo identity attested by Advocate/VAO/MRO/or any gazette officers of the State or Central Government before Lok Adalat Bench.
6. The District Legal Services Authority, Mandal Legal Services Committees and High Court Legal Services Committee, as the case may be sent the notices to parties intimating the date of hearing of the case before Lok Adalat Bench.
7. Original Award shall form part of Judicial Record and is to be kept in the concerned Pre Litigation case file.
8. Copy of the award shall be given to each of the parties duly certifying it to be true by the Secretary, High Court Legal Services Committee or DLSA or the Chairmen, MLSCs as the case may be.

☐ The following particulars are to be mentioned in the Pre-Litigation case award:-

1. The cause title of the Award shall contain full description of the parties including father's/Husband's name, address, age of the parties.
2. Brief facts of the dispute are to be mentioned in the Award.
3. The terms of settlement shall be mentioned point wise clearly without an ambiguity.
4. If the dispute pertains to immovable property, the description of the property shall be mentioned in the schedule of the Award.
5. If the dispute pertains to partition of properties movable or immovable, the properties allotted to each party to the Award shall be mentioned in separate schedule in Award (Copy of Schedule to be attached).
6. If the parties engaged counsel in Pre-Litigation case, names of counsel are also to be mentioned in the Award.
7. The award shall be signed by the Panel constituting the Lok Adalat Bench.
8. The parties to the dispute shall be required to affix their signatures or as the case be, thumb impression of the Award.
9. Original award shall form part of the judicial record and is to be kept in the concerned Pre-Litigation case file.

10. Copy of the Award shall be given to each of the parties duly certifying it to be true by the Secretary, High Court Legal Services Committee or District Legal Services Authority or the Chairman, Mandal Legal Services Committee as the case may be.
11. It is to be mentioned in the Award, that this Award shall be executable through the Court of District Judge under Rule 18 of the A.P.State Legal Services Authority Rules, 1995.

i) LOK ADALAT AWARD: PRESENCE OF PARTIES, GPA & CO-ACCUSED

- ☐ Lok Adalat must ensure the settlement is between all parties to the dispute in the original court case. If some parties do not participate or appear, Lok Adalat cannot act on a settlement reached by only some parties; it must close the proceedings and refer the case to the referral court.
 - ☐ As per Regulation No.31 of AP State Legal services Authority Regulations, 1996: Notice to the parties concerned:- The Secretary of the High Court Committee or the District Authority or the Chairman of the Taluk Committee, as the case may be, convening and organizing the Lok Adalat shall inform every 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.
 - ☐ In Yalamarathi Narasimha Rao _VS- District Legal services Authority (Lok Adalat) at Vijayawada and others in WP.No.41481 of 2018 reported in 2022
- (1) ALT 553 (D.B.), the Hon'ble Division Bench issued important directives under Section 29 of the Legal Services Authorities Act, 1987, and the A.P.State Legal Services Authority Regulations, 1996. Lok Adalat members, especially subordinate officers, are required to verify the suit documents to ensure that all parties from the civil court are included in the Lok Adalat proceedings. To prevent impersonation, photographs of the parties, along with their signatures, should be taken when passing awards. Legal services authorities must maintain records of disposed cases, including applications, photographs, must investigate any pending proceedings related to the subject property and record relevant orders. They must also verify that any compromise or settlement involves all parties; otherwise, if it adversely affects a non-consenting party, the award shall not be based on such a

compromise. If a parties name is requested to be deleted, provide an opportunity to that party before deletion and consider the impact of the award on their right.

- The Hon'ble High Court in *In Anam Padmaja v. Lok Adalat Bench at Nellore, Presiding Judge, IV Additional District Judge, Nellore, and others*, 2020(1) ALT11(D.B.) held that under Sections 19 and 20 of the Legal Services Authorities Act, 1987, read with Regulation 31, it is mandatory that notice is issued to all parties to the dispute before a
- The use of the expressions "parties to the dispute" in Section 19(5) and "between the parties" in Section 20(3) indicates that all disputing parties Lok Adalat can pass an award.

must be present for any valid compromise or settlement. Further, Section 20(4) mandates adherence to legal principles by the Lok Adalat. A combined reading of these provisions confirms that absence of notice vitiates the award.

General Power of Attorney (GPA) Holders

A GPA holder can represent a party in Lok Adalat proceedings, provided they have the necessary authorization. The GPA holder must act in the best interest of the principal and ensure that the settlement aligns with their legal rights Regulations, 2009. Courts have upheld the validity of settlements made by GPA holders, provided they are legally authorized to act on behalf of the principal.

The General Power of Attorney holder shall act upon the scope of the authorization given and not beyond to purview for the settlement of the case and if permitted to civil suits. GPA is not allowed to act upon or represent in settlement of criminal cases.

Co-Accused in Lok Adalat Proceedings

Lok Adalat primarily deals with civil disputes and compoundable criminal cases. Non-compoundable criminal cases cannot be settled in Lok Adalat, ensuring that serious offenses are addressed through regular judicial processes. If more than one person is involved in a criminal offence, then the reference of co-accused is used. Even Though there is involvement of more than one accused in criminal offence the said case can be compounded before the Lok Adalat bench if the victim comes forward for compounding the offence. It is the victim who has to come forward for compounding the offence.

The Judgment in Y.P.Baiju Vs State of Kerala, 2008 CrL.J.928, it is clarified that composition of a criminal offence is a unilateral act by the victim. This means the accused's presence or consent is not required for the court to consider the victim's application for composition. Composition under Sec.320 of Cr.P.C. is about the victim choosing from prosecution due to various reasons. This differs from simply withdrawing a complaint U/s.357 of Cr.P.C. The primary role of the court is the genuineness and voluntariness of the victim's decision to compound the offence. Insisting on accused presence is deemed unnecessary and unreasonable, especially when a non-bailable warrant is pending.

ii. LOK ADALAT AWARD: EX PARTE DECREE

- A Lok Adalat award, which resolves disputes through mediation, is legally equivalent to a civil court decree and is final and binding on all parties. An ex parte decree, on the other hand, is a judgment made without the presence or participation of one party/parties. While a Lok Adalat award is a consensual settlement, an ex-parte decree is a decision made in the absence of one party.
- Section 19 (5) (i) read with section 20 of A.P. State Legal Services Authorities Act, 1987 permit a case to be referred to Lok Adalat and the Lok Adalat to settle the case. Section 20 (4) of the Act, 1987 mandates Lok Adalat to observe and abide by the principles of justice, equities, 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. So the presence of all the parties to the original proceedings before the Lok Adalat is mandatory.
- **Nallala Anjavva and another Vs Lok Adalat Bench at Siricilla, Rajanna Sricilla District represented by its Secretary & another in WP.No.25121 of 2017** wherein Lordship held that the expression "the parties in dispute" in Regulations refer to all parties in the original dispute before the court referred to Lok Adalat. If only some parties are alone to file a compromise petition to the exclusion of others, it leads to serious complications and defeats the purpose of final settlement. Even if some parties were set exparte in the original suits, the Lok Adalat should not

ignore them while considering passing award. Exparte parties still have rights to challenge the order or judgment. The fact that petitioners were set exparties does not justify the Lok Adalat allowing only some parties to compromise and pass an award.

- In Sai Vuma Chit Fund Co. & Group of Companies suffers Welfare Association, rep. its President Voori Naga Lakshmi Girija Kumari Vs State of Andhra Pradesh in WP.No.46801 of 2016 held regulations requires parties to the dispute to file the award. When any of the parties to the proceedings before the Lok Adalat does not appears, it is not permissible for the Lok Adalat to act on the settlement entered into by the other parties. An award drawn based on the settlement between only some parties, leaving out others, is not in conformity with the regulations and suffers from an incurable legal defect.

- In **B.Srinatha Reddy vs. District Legal Service Authority, Kadapa, (2020)** rep. by its Secretary, Kadapa District and others W.P.No.2445 of 2019, dated 18-09-2019 His Lordship outlined several important principles regarding procedural fairness and the potential for these settlements to be challenged when fundamental legal principles

declared by the Hon'ble Supreme Court (Bhargavi Constructions), a Lok or disregarded. As per Law

Adalat Award can only be challenged by filing a Writ Petition under Article 226 of the Constitution. Citing Sangram Singh _Vs- Election Tribunal, the court held that even after being set exparte, a defendant can participate in subsequent proceedings from the stage they appear. Issuance of notice to the defendant, even if set exparte, in subsequent interlocutory application is essential and sine qua non under law and principles of natural justice. The failure to issue notice to the ex parte defendant before referring the matter to lok adalat and before settling the matter in the Lok Adalat violates the prescribed procedures and principles of natural justice.

- **Circular No.01/2019 of APSLSA in Roc No.100/APSLSA/2019, dated 18-10-2019** ~~This circular issued by the Hon'ble Justice V.R.K.Krupa Sagar Garu while working as Member Secretary, AP State Legal Services Authority.~~ This circular speaks when the matter is referred to the lok adalat it is expected to look in the question whether all the parties to the dispute are entering into the settlement or compromise, if all of the

parties to the disputes enter into the settlement award can be passed. If someone of the parties alone agree and others do not agree then award cannot be passed.

iii - LOK ADALAT AWARD: REGISTRATIONS

This explores the registration process for Lok Adalat, including eligibility, procedural steps, and legal implications.

1. Importance of Registration in Lok Adalat

Registration ensures that disputes are formally recognized and processed for resolution. It helps in maintaining legal records and ensures compliance with Lok Adalat procedures. Proper registration facilitates timely hearings and settlements.

2. In **Suram Bapu Reddy v. Janagam Laxmi, 2019 (2) ALT 149 (D.B.) in Civil Revision Petition No.5658 of 2017, dated, 20-12-2018** - the Hon'ble Andhra Pradesh High Court held that unstamped and unregistered awards of the Legal Services Authority are inadmissible, as the Stamp Act, 1899, being a fiscal statute, mandates strict compliance to generate State revenue. It emphasized that **court fee and stamp duty serve different purposes court fee supports judicial administration and can be refunded under certain conditions, but stamp duty ensures tax on transactions and is non-refundable. The Legal Services Authorities Act, 1987 promotes settlement but does not exempt stamp duty.** If a decree holder under Order 21 Rule 32(5) seeks execution of a sale deed, stamp duty applies. Finding no illegality in the trial court's view, the High Court upheld the order and dismissed the revision petition.

3. **As per Circular of Hon'ble AP State Legal Services Authority, Hyderabad in Roc.No.4019/LSA/2001, dated 06.08.2001** the Hon'ble Member Secretary, APSLSA clarified that in respect of suits relating to partition and rendition of accounts, if settled through Lok Adalat, Non-Judicial Stamps have to be necessarily deposited for engrossing at the time of seeking execution of such Awards through court of Law.

- Under Section 17 (2) (vi) of the Registration Act, 1908, any compromise decree involving immovable property not originally part of the suit requires registration. The Andhra Pradesh High Court in ***Chinthapalli Adilakshmi Audemma vs The State Of Andhra Pradesh*** clarified that such awards must be registered to be enforceable.
- M.Jankiraman Vs The Inspector General of Registrations in WP.No.21338 of 2023 under Sec.21 of AP State Legal Services Authorities Act, the award passed by Lok Adalat is a decree. Therefore, the document is a registrable under the provisions of Registration Act. Citing **S.Sarvothaman Vs Sub Registrar (2019 (2) CWC 314)**, the court stated that a court decree is not compulsorily registrable and the option lies with the party. In such circumstances, the limitation prescribed under the Registration Act would not stand attracted to a court decree/Lok Adalat Award. There is no impediment for registering the Lok Adalat Award. The court directed the respondents to receive and register the lok adalat award presented by the petitioner within 4 weeks.
- **S.Sarvothaman Vs Sub Registrar (2019 (2) CWC 314)**. The Hon'ble court held that the law of limitation does not apply when a court decree is presented for registration. Citing a full bench decision of the Hon'ble High Court (Padala Satyanarayana Reddy), the court concluded that a court decree is not compulsorily registrable, and the option lies with the party. Therefore the laid down by the court clearly states that the limitation prescribed under this act would not stand attracted. Directed the Registrar to register the decree.

iv.LOK ADALAT AWARD: EXECUTABILITY

- As per Section 21 (2): Every Award made by a Lok Adalat shall be final and binding on all the parties to the disputes and no Appeal shall lie to any court against the Award.
- As per Rule 18 of AP STATE LEGAL SERVICES AUTHORITIES RULES, 1995
Execution of awards passed by the Lok Adalats in respect of pending cases and pre-litigation cases:- The awards passed by the Lok Adalats in respect of pending cases shall be executable by the courts in which those matters were pending prior to the passing by the Lok Adalats.

Provided that the awards passed by the Lok Adalats in respect of the matters at pre-litigative stage shall be executable through the Court of District Judges of the District in Which the Lok Adalats is held.

- (i) Necessary certificate for refund of Court Fee will be issued by the Court which referred the case to the Lok Adalat to the person who is entitled for refund of Court Fee.
 - (ii) On production of such a certificate, the District Collector or the competent Revenue Authority shall refund the amount of Court Fee in the manner provided in the Andhra Pradesh Court Fees and Suit
- The Hon'ble Supreme Court in K.N.Govindan Kutty Menon Vs C.D.Shaji reported Valuation Act., 1956".

in (2012) 2 S.C.C. 51 held that in view of unambiguous language of the Section 21 of the Act, every award of the Lok Adalat shall be deemed to be a decree of civil court and as such it is executable by that court. The act does not make out any such distinction between the reference made by civil court and criminal court. There is no restriction on the power of Lok Adalat to pass an award based on the settlement arrived between the parties in respect of the cases referred to by the courts namely civil, criminal, Family Court, Rent Control Courts, Consumer redressal forum, Motor Vehicles claim tribunal and other forms of criminal nature. Even if a matter is referred by the Criminal court U/s.138 of NI Act and by virtue of deeming provisions, the Award passed by the Lok Adalat based on compromise as to be treated as a decree capable of execution by a civil court.

- In **Rasi Vasudeva Rao Vs PVRM Patnaik in Civil Revision Petition No.2141 of 2024 dated 01.04.2025**, granted by the Lok Adalat in Dishonour of cheques recognizing the settlement between the parties should be treated as a decree of the civil court. The award execution petition filed by the Decree Holder, in pursuance of the award of the Lok Adalat is maintainable.

V - LOK ADALAT AWARD: CONDITIONS FOR FUTURE COMPLIANCE & CONSEQUENCES OF VIOLATIONS

Whether Lok Adalat awards can contain conditions for future compliance, the legal consequences of violations, and the enforceability of such conditions.

A contingent lok adalat award is not valid. Awards made by Lok Adalat are meant to be final and binding on all parties. These awards are considered equivalent to a civil court decree. The concept of a contingent award, meaning an Award i.e., dependent on future event or condition, is generally not permissible in the context of lok adalat settlement. Such awards are seen as contrary to the principles of finality and enforceability that underpin Lok Adalat decisions. If a Lok Adalat award were to make an award contingent on the outcome of another case pending in a different court, this would be an example of contingent award i.e., not valid.

In PO Thomas Vs- Kollam Taluk Legal Services Committee reported in 2017 Supreme (Kerala) 1381 held that in this case Lok adalat award was found to contain a contingent term (payment depend on a High Court Order in a separate case), rendering the settlement inoperative, completely contingent, and contrary to public morals. Contingent awards cannot be countenanced. The court found that absence of a clause addressing a contingency rendered the settlement ineffective. The court quashed the Lok Adalat award and directed the court to continue to the original suit.

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

AS PER CIRCULAR OF HON'BLE A.P.STATE LEGAL SERVICES AUTHORITY, AMARAVATHI IN ROC.NO.94-L2/APSLA/LSW, 2023, DATED HON'BLE CHIEF JUSTICE & PATRON IN CHIEF AND THE HON'BLE EXECUTIVE 06.05.2023 THE CHAIRMAN, APSLSA HAVE ACCORDED PERMISSION TO CONDUCT LOK ADALATS IN HYBRID MODE ALSO WHENEVER NECESSARY IN ADDITION TO PHYSICAL MODE

With the advancement of technology, the hybrid mode of Lok Adalat has emerged, combining physical and virtual proceedings to enhance accessibility and efficiency. This explores the hybrid mode of Lok Adalat, with a special focus on its application in matrimonial matters.

1. Understanding Hybrid Mode in Lok Adalat

The hybrid mode allows parties to participate in Lok Adalat proceedings both physically and virtually. It ensures greater accessibility, especially for individuals unable to attend in person due to geographical or logistical constraints. The integration of technology facilitates faster dispute resolution while maintaining the core principles of Lok Adalat.

2. Matrimonial disputes, including divorce settlements, maintenance claims, child custody, and property division, can be effectively resolved through Lok Adalat. The hybrid mode enables spouses residing in different locations to participate in proceedings without physical presence. Virtual hearings ensure privacy and convenience, reducing emotional stress for parties involved.

3. **Legal Framework Governing Matrimonial Disputes in Lok Adalat:-**

Section 21 of the Legal Services Authorities Act, 1987 grants Lok Adalat awards the status of a civil court decree. Family Courts Act, 1984 encourages ADR mechanisms, including Lok Adalat, for resolving matrimonial disputes. Supreme Court rulings have upheld the validity of settlements reached through Lok Adalat in matrimonial cases.

4. **Advantages of Hybrid Mode in Matrimonial Dispute Resolution**

Convenience & Accessibility: Parties can participate remotely, reducing travel and logistical challenges.

Confidentiality & Sensitivity: Virtual proceedings ensure privacy, minimizing emotional distress.

Cost Effective & Time Saving: Hybrid mode eliminates unnecessary delays, expediting settlements.

Flexibility in Negotiation: Online mediation allows parties to discuss terms without external pressure.

5. **Challenges & Limitations**

Technical Barriers: Internet connectivity issues may hinder virtual participation.

Verification of Identity: Ensuring authenticity of parties in online proceedings is crucial.

Legal Awareness: Many litigants are unaware of the hybrid mode and its benefits.

Enforceability of Virtual Settlements: Courts must ensure compliance with Lok Adalat awards passed in hybrid mode.

6. **Judicial Precedents & Case Studies**

Courts have upheld virtual settlements in matrimonial disputes, recognizing the efficiency of hybrid Lok Adalat. Successful case studies demonstrate how online mediation has resolved complex family disputes amicably.

The hybrid mode of Lok Adalat is a transformative approach to dispute resolution, particularly in matrimonial matters. By integrating technology with traditional ADR mechanisms, Lok Adalat ensures efficient, accessible, and sensitive resolution of family disputes. Strengthening awareness and legal frameworks can further enhance its effectiveness in delivering justice.

In matrimonial disputes, a hybrid approach combining mediation and Lok Adalat proceedings is often employed. This method facilitates amicable settlements, especially in sensitive matters like divorce, custody, and maintenance. The APSLSA encourages such hybrid mechanisms to ensure comprehensive resolutions.

vii - LOK ADALAT AWARD: COMPOUNDABLE OFFENCES & ANCILLARY NON-COMPOUNDABLE OFFENCES

This paper explores the scope of compoundable offences, the limitations regarding non-compoundable offences, and the legal implications of ancillary non-compoundable offences in Lok Adalat proceedings.

1. Understanding Compoundable Offences in Lok Adalat

Compoundable offences are those where the complainant and accused can mutually agree to settle the matter. These offences are listed under Section 359 of BNSS, 2023 (erstwhile U/s.320 of the Code of Criminal Procedure (Cr.P.C), 1973.

Lok Adalat facilitates settlements in criminal compoundable offences, ensuring speedy resolution without prolonged litigation.

2. Non-Compoundable Offences: Jurisdictional Limitations

Non-compoundable offences are serious crimes that cannot be settled through mutual agreement. Lok Adalat does not have jurisdiction over non-compoundable offences, as per Section 19(5) and Section 22 C (1) of the Legal Services Authorities Act, 1987.

3. Ancillary Non-Compoundable Offences in Lok Adalat Proceedings

The term ancillary indicates that offences are related to or arise from a main, more serious offence and they are often less serious in nature. Some cases involve compoundable offences along with ancillary non-compoundable offences. Lok Adalat can settle the compoundable portion but cannot adjudicate the non-compoundable aspect.

- In the absence of accused even when NBW is pending against accused, compromise can be recorded when Defacto complainant/victim comes forward and reports compromise reported in '2008 CrI.L.J 928' by The Hon'ble High Court of Kerala in "Y.P.Baiju Vs State of Kerala and others'.
- In Lok Adalat while recording compromise in cheque bounce cases the court can grant installments to pay the agreed amount (The Hon'ble Supreme Court in 'K.N.Govindan Kutty Menon Vs C.D.Shaji' reported in '(2012) 2 S.C.C. 51).
- When the main offence is compoundable the ancillary offence follows. The Hon'ble High Court of A.P. in 'B.Vinod Kumar Vs State of A.P' decided automatically on 25.03.2003 in CrI.Appeal No.4868 of 2003.
- Komallapalli Rama Venkata Dandapani and others Vs. State of A.P., and others 2004 (2) ALT (CRL) 532 (S.B) C.Y.Somayajulu,j
- CRIMINAL PROCEDURE CODE, 1973, Section 320 – FIR registered under secs.354, 324, 323 r/w.34 IPC- All offences compoundable – Memo filed before the Magistrate for referring the case to the Lok Adalat for compounding – Memo returned by Magistrate saying compounding not permissible, when charge sheet is not filed – Offences can be compounded even if charge is not filed – Magistrate directed to refer the case to the Lok Adalat for compounding.

Refund of Court Fee

- As per **Circular in [Roc.No.4227/LSA/2001](#), dated 11.06.2001** of the Hon'ble APSLSA , 2) As per **Circular in [Roc.No.4724/LSA/2001](#), dated 26.06.2001** of the Hon'ble APSLSA and 3) As per Circular in [Roc.No.6348/LSA/2003](#), dated 10.13.2023 of the Hon'ble APSLSA.
- ❖ Where a compromise or settlement have been arrived at by the Lok Adalat in a case referred to it under Sub Section 1 of Section 20 of Legal Services Authorities Act, 1987 the Court fee paid in such a case shall be refunded in the manner provided under the Court fee Act, 1870. According to GO.149, dated 11.10.2003 the Court which referred the case to Lok adalat shall issue necessary certificate for refund of the court will to the person entitled. The Lok Adalat in which the case was settled has no power to issue certificate for refund of the case.
- ❖ On the production of such certificates, the District Collector or the Competent Revenue Authorities, shall refund the amount of Court fee in the manner provided in the Andhra Pradesh Court Fee and Suit Valuation Act, 1956.
- ❖ The Secretary of District Authority and Chairman of Mandal Committees as the case may be in the jurisdiction to issue a certificate to the effect that the case is disposed through lok adalat as and when disposed of to enable them to claim the refund of court fee from the revenue department.
- ❖ The Secretary of District Authority and Chairman of Mandal Committees as the case may be in the jurisdiction to send the certificate in the prescribed format to the Presiding Officer of the Court concerned along with the case bundle and the lok adalat award passed in that case to enable that court to issue the certificate for refund of court fee to the parties concerned to claim the court fee from the revenue authorities as provided under the Act.

WHETHER AMENDMENTS CAN BE MADE TO THE LOK ADALAT AWARDS?

- **As per Circular No.2/2018 in Roc.No.78/APSLSA/LSW/2018, dated 30.07.2018** referring certain directions in regarding passing of Adalats by the Hon'ble Division Bench of High Court of judicature at Hyderabad awards in Lok Adalat by the vide Order dated 12.07.2018 in WP.No.12279/2017 issued instructions by the Hon'ble APSLSA that "after passing the awards and signed by the parties, their representative 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.
- Rectification of clerical errors in Lok Adalat award is permissible as it does not challenge the awards validity, but ensures proper implementation and avoids future hardships.
- In *Sikhakolli Venkata Chandra Sekhar Rao and otrs Vs A.P.State Legal Services Authority & otrs* reported in 2024 (0) AIR AP 168 in WP.No.33383/2023, the that "Amending the of does challenge the legality or efficiency of the award. Correcting a misdescription of the property to avoid future hardship will not effect nature and core of the award and does not mitigate against the act. Correcting a clerical error does not undermine the finality of the award and is in the interest of justice.
- In *Sivareddy Vs Lok Adalat Hindupur* in WP.No.12279 of 2017, while addressing a grievance that after the certified copy of the award was issued, the Lok Adalat allegedly added words to a clause without the petitioners knowledge or presence,

The Hon'ble High Court held that if the Lok Adalat felt the Award requires modification based on the parties representation, it ought to have passed docket order in the presence of both parties, explaining the reasons, and taken back the previously issued the certified copy. The approach disclosed a lack of diligence in conducting pleadings, creating avoidable suspicion.

In civil Revision petition No.583/2025 Dated 17.08.2025 of the Hon'ble High Court of Andhra Pradesh, Amaravati the Hon'ble Ms. Justice **B.S.Bhanumathi garu**, held that *"Bereft of any such procedure under Section 22*

(2) or Regulation 47 (4), there is no provision or principle which enables the Secretaries of the High Court Committee of the District Authority or the Chairman of the Taluk Committee to assume jurisdiction over the judicial powers or

functions or duties or responsibilities of a Lok Adalat, their powers, duties and

functions being purely secretarial in nature and administrative in Character". As such the Secretary, District Legal Services Authority has no authority to make an amendment in the Award.

- ✓ In the above case, the Judgment Debtor challenged that *"the amendment in the Award was carried out by the Secretary, District Legal Services Authority who has no jurisdiction to pass or amend an award, when the Law prescribes certain things to be done in a certain way they must be done only that manner and further that when a material alteration is made in a document without proper authority and without consent of the party to which the whole document is rendered void"*.

The Hon'ble Lordship further held that

"18. In the preset case, the original award, irrespective of the amendment, contains terms as agreed between the parties. The amendment is in no way altering the nature of the executable terms in the award passed by the Lok Adalat. All amendments are not material. A material alteration is one which substantially effects any transaction. In this case, whether or not the receipt of amounts at various spells was mentioned in the award, the ultimate executable terms agreed between the parties is to pay Rs.1,00,000/- at the time of registration and the defendant agreeing to execute the sale deed. The rest of the elements in the award are only historical background to arrive at such negotiations. Therefore, inclusion of Rs.9,00,000/- by altering the award by amendment does not materially change the award and moreover, it is exactly in consonance with the agreed terms which are undisputed and filed before the Lok Adalat. As such, the JDr in any manner is not prejudiced by the altered term as he is not deprived of such amount which was already received as agreed and recorded in the undisputed document of compromise terms. Therefore, such an amendment cannot be material alteration of the award so as to render the whole award void and in-executable. Therefore, while agreeing with the contention of the revision petitioner that the amendment ought not to BSB, J have been done by the Secretary, District Legal Services Authority, since the decree can be executed ignoring the material alteration by amendment

of the award, the revision petitioner has no grievance and therefore, the revision petitioner cannot oppose the execution.

19. Accordingly, the revision petition is dismissed while upholding the executability of the award/decreed subject to the observation regarding the authority of the Secretary, District Legal Service Authority to amend the award.

Permanent Lok Adalats for Public Utility Services (PLAPUS):

Though the above said topic is not included in the paper but for the benefit of all this topic is included in brief. Permanent Lok Adalat means a permanent Lok Adalat established under Sub Section 1 of Section 22-B of the Legal Services Authorities Act, 1987 to settle the dispute., before the dispute is brought before any court of law pertaining to Public Utility services as defined in the Act, whose as the case may be. Every Permanent Lok adalat established for an area who have a Retired District Judge as Chairman and 2 other members having adequate experience in Public Utility Services to settle the disputes brought before it. Every award made by the Permanent Lok Adalat be final and binding on all the parties thereto. Every award of the permanent Lok Adalat shall be deemed to be a decree of a civil court. Every award of the Permanent Lok Adalat shall be final and shall not be called the question to any original suit, application or execution proceedings. Permanent Lok Adalat may transmit any award made by it to a civil court having jurisdiction and such civil court shall execute the order as if it was a decree made by that court. A Permanent Lok Adalat while conducting conciliation proceedings in Pre Litigation stage, in respect of Public Utility Services or deciding a dispute on merits is guided by Principles of natural justice and it is not bounded by CPC and BSA. When parties reach to an agreement, Award is passed in terms of agreement. But, when they failed to reach an agreement, it has to decide the dispute on merits by receiving evidence. This is the basic area where permanent Lok Adalt defers from ordinary Lok Adalat. Notified public utility services include transport services, postal and telecommunications, power and water supply, public sanitation, hospital services, insurance, Banking and Financials, MGNREGA, Education or Educational Institutions and Housing & Real Estate Services. Disputes can be brought to the Permanent Lok Adalat before any court proceedings, with a jurisdictional limit of Rs.1 Crore for property disputes, effective from March 20, 2015. Parties cannot invoke the jurisdiction of any court for the same dispute once an application is made to the Permanent Lok Adalat, and no fees are required for these services. The awards issued by the Permanent Lok Adalat are final and binding, deemed as decrees of a Civil Court.

CONCLUSION

The word Lok Adalat means People's Court. It is a forum to resolve the disputes by conciliation and participation in an amicable manner. Lok Adalat is one of the most important components of ADR systems operating in India. Lok Adalat Bench will be constituted at Hon'ble Supreme Court level, Hon'ble High Court Level, District Court Level and Taluk level for purpose of amicable settlement of disputes between two parties with date consent. There is no strict application of procedural laws like Code of Civil Procedure and Bharatiya Sakshya Adhiniyam. Procedural flexibility coupled with straight forward course of action reserves in speedier dispute resolution. They provide inexpensive justice to the parties. It has attained statutory recognition under Legal services Authority Act. There is no court fee and if court fee is already paid it will be refunded if the dispute is settled in Lok Adalat, the parties to the dispute can directly interact with the Judge and members through their counsel which is not possible in regular court of Law. The basic feature of Lok adalat is informal, procedural and speedy justice. The award passed by the Lok Adalat is binding on the parties and it has status of decree as a civil court and it is a non appealable. The award shall form the part of the judicial records. The award can be executable as in the case of civil matters.

**M.Srinivasulu Naik,
VI Additional District Judge,
Kadapa.**