

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF SEPTEMBER, 2022

BEFORE

THE HON'BLE MR. JUSTICE R. NATARAJ

WRIT PETITION NO.50443 OF 2012 (GM-CPC)

BETWEEN

THE COMMISSIONER
BANGALORE DEVELOPMENT AUTHORITY,
SANKEY ROAD, BANGALORE-560020.

...PETITIONER

(BY SRI. S.P.SHANKAR, SENIOR COUNSEL A/W
SRI. G. LAKSHMEESH RAO, ADVOCATE)

AND

- 1 . SMT. LAKSHMAMMA
W/O L. NARASIMHAIAH
AGED ABOUT 78 YEARS,
SINCE DECEASED
RESPONDENT NOS.2 TO 4
ARE HIS LRS.

AMENDED AS PER THE ORDER
OF THIS COURT ON 30.11.2021.

- 2 . SRI. KUMBI NARASIMHAIAH
AGED ABOUT 48 YEARS,
- 3 . SRI. MAHALINGAPPA
AGED ABOUT 42 YEARS,
- 4 . SRI. ANANTHA RAMAIAH
AGED ABOUT 40 YEARS,
RESPONDENT NOS.2 TO 4 ARE THE

SONS OF LATE L. NARASIMHAIAH

ALL ARE RESIDING AT
AMBEDKAR NAGAR,
NAGARABHAVI,
BANGALORE-560072.

5 . THE SECRETARY
KARNATAKA LEGAL AID SERVICES AUTHORITY
AT BANGALORE MEDIATION CENTER,
BANGALORE-560027.

...RESPONDENTS

(BY SRI. K. SHASHIKIRAN SHETTY, SENIOR COUNSEL A/W
SRI. M. SRINIVASA, ADVOCATE FOR RESPONDENT NOS.1 TO 4;
SRI. M.N.UMASHANKAR, ADVOCATE FOR RESPONDENT NO.5;
VIDE ORDER DATED 30.11.2021 RESPONDENT NOS.2 TO 4 ARE
TREATED AS LRS OF DECEASED RESPONDENT NO.1)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH
THE COMPROMISE ORDER AND DECREE PASSED BY THE COURT
OF PRINCIPAL CITY CIVIL AND SESSION JUDGE AT BANGALORE
IN O.S. NO.2963/06 DATED 24.09.2007 AND 16.10.2007 VIDE
ANNEXURES-J AND K .

THIS PETITION COMING ON FOR HEARING THIS DAY,
THE COURT MADE THE FOLLOWING:

ORDER

The defendant in O.S.No.2963/2006 pending
consideration before the Principal City Civil and Sessions
Judge, Bengaluru, has filed this writ petition challenging a

compromise recorded before the Lok Adalat on 24.09.2007 and the decree dated 16.10.2007.

2. The parties shall henceforth be referred to as they were arrayed before the Trial Court.

3. A suit in O.S.No.2963/2006 was filed for perpetual injunction in respect of the land bearing Sy.No.124 measuring 2 acres situate at Nagarabhavi, Yeshwanthapura Hobli, Bengaluru North Taluk. The defendant had filed its written statement claiming that the suit property was notified in terms of a preliminary notification dated 15.07.1982. However, it contended that the land was dropped from final notification. It contended that it was neither claiming any right nor interfering with the possession of the plaintiffs. However, the defendant sought for dismissal of the suit on the ground that there was no cause of action for filing the suit. Later, a joint petition for disposal of the case was filed by the plaintiffs on 20.09.2007. This petition was signed only by the Advocate for the defendant and not the defendant. The

Trial Court took up the petition for disposal and referred the same before the Lok Adalat. At the Lok Adalat held on 24.09.2007, it noticed that the defendant as well as the plaintiffs were not present but accepted the petition and decreed the suit based on the petition for disposal. Consequent to this, a decree was drawn on 09.10.2007. Long thereafter, the defendant having realised that the decree was wrongly drawn, filed the present petition challenging the compromise decree.

4. The learned Senior counsel representing the defendant submitted that the Lok Adalat could not have entertained the compromise in the absence of the parties to the *lis*. In this regard, he relied upon the judgment of a Co-ordinate Bench of this Court in ***Sri. Govardhana and another vs. Appi and others [ILR 2015 KAR 3323]***. He further submitted that the counsel for the defendant had no implied authority to consent for a compromise before the Lok Adalat and therefore, the Lok Adalat committed an error in accepting the compromise. In this

regard, he relied upon the judgment of the Hon'ble Apex Court in the case of ***Himalayan Co-operative Group Housing Society vs. Balwan Singh and Others [AIR 2015 SC 2867]***. Learned Senior counsel therefore, prayed that the compromise decree brought about and approved by the Lok Adalat be set at naught.

5. The learned Senior counsel representing the plaintiffs submitted that the defendant had conceded in the written statement that the suit property was not acquired in the final notification. He contended that the defendant also conceded to the fact that it was not interfering with the possession of the plaintiffs in the suit property. Therefore, he submitted that the defendant was not prejudiced by the compromise recorded before the Lok Adalat.

6. The learned counsel for the respondent No.5 invited the attention of the Court to Regulation No.17 of the National Legal Services Authority (Lok Adalat) Regulations, 2009 and contended that the parties to *lis*

were bound to appear before the Lok Adalat and sign the compromise settlement. He therefore, submitted that the instant settlement recorded by the Lok Adalat does not conform to the requisites of an award under regulation 17 of the National Legal Services Authority (Lok Adalat) Regulations, 2009.

7. I have considered the submissions made by the learned Senior counsel appearing for the defendant and plaintiffs as well as the learned counsel for the respondent No.5 herein.

8. The records placed before this Court would indicate that the compromise was initiated not at the joint request of the plaintiffs and the defendant but at the unilateral request of the plaintiffs, who filed a petition before the Court for disposal of the suit based on the admission of the defendant in the written statement. The Trial Court in the first instance could not have referred such a petition to the Lok Adalat for settlement. Even otherwise, once the matter was listed before the Lok

Adalat, it was obligatory on the part of the Lok Adalat to ensure the presence of parties to the *lis* and accept the terms of the settlement before it. The records placed before this Court would indicate that none of these requirements were complied and the suit was disposed based on the assertions made by the plaintiffs. In that view of the matter, the impugned compromise as well as decree granted thereon are liable to be set aside.

9. Hence, the following

ORDER

- i) The writ petition is ***allowed***. The impugned compromise dated 24.09.2007 as well as consequent decree dated 16.10.2007 are set aside. The suit in O.S.No.2963/2006 is restored on the file of the City Civil Court, Bengaluru.
- ii) The parties shall appear before the Court on 07.11.2022. The Trial Court is directed to consider and dispose off the

case, as expeditiously as possible, which shall not exceed 1½ years from the date of receipt of a certified copy of this Order.

- iii) It is needless to mention that any interim order granted in the suit shall stand automatically restored.

Pending I.A., if any, does not survive for consideration.

**Sd/-
JUDGE**

PMR