HIGH COURT FOR THE STATE OF TELANGANA

AT HYDERABAD

***THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA**
AND
*** THE HON'BLE SMT JUSTICE RENUKA YARA**

+ WRIT PETITION NO.16457 OF 2026

% 13.10.2026

Smt. M.Nagalakshmi and Another

.....Petitioners

V.

$ The Chairman, Mandal Legal Services Committee, Cyberabad and Five Others

... Respondents

!Counsel for the Petitioners: Mr. B. Mayur Reddy, learned Senior Counsel representing Mr.Sanjay Kumar Agarwal.

^Counsel for Respondents: Mr. Vivek Reddy, learned Senior Counsel representing Ms. Soubhagyavalli Vedantam.

<Gist :

>Head Note :

? Cases referred

[1]Bishnudeo Narain v. Seogeni Rai (AIR 1951 SCC 280)
[2] Electrosteel Castings Ltd. v. UV Asset Construction Company Limited (2022) 2 SCC 573)
[3]K.Srinivasappa v. Mallanna (2022 INSC 674)
[4] SLP.No.13941 of 2024, dated 28.01.2026
[5] UOI v. N.Murugesan (2022) 2 SCC 25
[6]Arising out of SLP (c) Nos.13941-13942/2024
[7]W.P.No.7968 of 2024, dated 30.10.2025
[8] (2022) 7 SCC 776.
[9] Writ Petition No.6190 of 2019 order dated 08.11.2019
[10] 2026 KER 26747
[12] Om Prakash v. Vishnu Dayal (2018 INSC 970)
[13] 2010 SCC OnLine AP 734
[14] 2015 SCC OnLine Hyd 857

THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE SMT. JUSTICE RENUKA YARA

WRIT PETITION NO.16457 OF 2026
(CNR NO.HBHC010327182026)

13th October, 2026

RESERVED ON :28.09.2026

PRONOUNCED ON:13.10.2026
UPLOADED ON :14.10.2026

BETWEEN:
Smt. M.Nagalakshmi and Another

.....**Petitioners**

AND

The Chairman, Mandal Legal Services Committee,
Cyberabad and Five Others

... **Respondents**

Mr. B. Mayur Reddy, learned Senior Counsel representing Mr. Sanjay Kumar Agarwal, learned counsel on record for the petitioners.

Mr. Pusuluri Shashi Kiran, the learned Standing Counsel for TSLSA appearing for the respondent No.1.

Mr. Vivek Reddy, learned Senior Counsel representing Ms. Soubhagyavalli Vedantam, learned counsel appearing for the respondent No.2.

ORDER:*(per Hon'ble Justice Moushumi Bhattacharya)*

1. The present Writ Petition assails an Award dated 30.03.2013 passed by the Lok Adalat at Kukatpally in PLC No.70 of 2012. The challenge primarily is on the ground that the Award was passed contrary to the provisions of The Legal Services Authorities Act, 1987 ('the 1987 Act').

2. The respondent No.2 was the petitioner and the respondent Nos.3 to 5 were the respondent Nos.1 to 3 before the Lok Adalat. The writ petitioners were not parties to the proceedings in the Lok Adalat. The petitioner No.1 is the wife and the petitioner No.2 is the daughter of one late M.Ganga Raju, who was the respondent No.4 in the proceedings before the Lok Adalat. The parties are being referred to as per their position in the Writ Petition.

3. The impugned Award records that the Award was passed upon the parties compromising the matter with regard to execution of a Registered Sale Deed based on an Agreement of Sale-cum-General Power of Attorney ('ASGPA') dated 31.10.2011. The ASGPA was executed in respect of a land in Sy.No.66/2, measuring Ac.4-00 guntas situated at Raidurg Nava Khalsa Village, Serilingampally Mandal, Ranga Reddy District ('subject land'). The respondent No.2 entered into the ASGPA dated 31.10.2011 for purchase of the subject land for a total sale consideration of Rs.1 crore out of which Rs.85 lakhs was paid as earnest money. The respondent No.2 was to pay the balance sale consideration at the time of registration of the subject land.

4. The impugned Award further records that the respondents before it (i.e., the respondent Nos.3-5 and M.Ganga Raju) agreed to execute a Registered Sale Deed in favour of the respondent No.2 after completing all the formalities. The respondent No.2 filed copies of the ASGPA dated

31.10.2011, Registered Sale Deed dated 17.03.1990, Registered GPA dated 19.11.2005, Legal Notice dated 18.09.2012 and Postal Receipts and Acknowledgments. The Award further records that the parties were present (in-person) and were represented by their respective advocates. The Lok Adalat accordingly passed the impugned Award recording that the respondent Nos.3-5 and M.Ganga Raju agreed to execute a Registered Sale Deed within two months and the respondent No.2 agreed to pay the balance sale consideration of Rs.15 lakhs as well as to bear the Stamp Duty and Registration Charges of the Sale Deed.

5. Learned Senior Counsel appearing for the writ petitioners disputes the sale transaction concerning the subject land between the respondent No.2 and M.Ganga Raju. Senior Counsel places emphasis on the fact that the impugned Lok Adalat Award does not contain any separate memorandum of Compromise/Settlement which was signed by the parties and annexed to the Award. Senior Counsel submits that the parties are bound by the findings of the orders passed by the Co-ordinate Benches with regard to single and unidentified signatures of M.Ganga Raju. Senior Counsel further submits that the Lok Adalat lacked pecuniary jurisdiction under section 19(5)(ii) of the 1987 Act which authorises the Lok Adalat to arrive at a compromise/settlement between the parties to a dispute in respect of any

case pending before it or any matter which is falling within the jurisdiction of, and is not brought before any Court for which the Lok Adalat is organised. Senior Counsel submits that the impugned Award is vitiated by fraud.

6. Learned Senior Counsel appearing for the respondent No.2 (petitioner before the Lok Adalat) submits that the writ petitioners cannot allege fraud after having admitted M.Ganga Raju's signature and more particularly after receiving and retaining the entire sale consideration amount for sale of the subject land, which forms the subject matter of the ASGPA dated 31.10.2011. Senior Counsel submits that an allegation of fraud, which is not supported by material particulars is not sufficient to vitiate the impugned Award. Senior Counsel places documents to show that the impugned Award was signed in the presence of the parties before the Lok Adalat and also bears the signature of M.Ganga Raju, who held a General Power of Attorney ('GPA') for and on behalf of the respondent Nos.1 to 3 before the Lok Adalat. The allegation with regard to pecuniary jurisdiction is disputed on the ground that section 22(c) of the 1987 Act is not applicable to the impugned Award.

7. We have considered the submissions made by learned Senior Counsel appearing for the writ petitioners and the respondent No.2.

8. The sequence of events relevant to the adjudication should first be set out in brief.

14.12.1998	The respondent Nos.3 and 4 through the respondent No.5 executed an Agreement of Sale and Irrevocable General Power of Attorney in favour of M. Ganga Raju. The total sale consideration was paid by Ganga Raju. M. Ganga Raju was authorized to: alienate the subject property, enter into agreements of sale and sale deeds, receive consideration and issue receipts, and appear before courts and sign documents on behalf of the respondent Nos.3 and 4.
19.11.2005	Ganga Raju paid deficit stamp duty on the Agreement of Sale and Irrevocable General Power of Attorney.
31.10.2011	Ganga Raju executed an Agreement of Sale in his capacity as irrevocable General Power of Attorney holder in favour of the respondent No.2. The Agreement records: a) Receipt of Rs 25 lakhs by cheque on execution; b) Balance payment of 75 lakhs to be paid on registration of sale deed; c) Authorization for the respondent No.2 to develop property and apply for building permit.
2011-2012	Payment of Rs.60 lakhs was made by the respondent No.2 to Ganga Raju as recorded in bank statements.
06.10.2012	The respondent No.2 filed a petition before the Lok Adalat seeking to restrain Ganga Raju from negotiating with third parties.
30.03.2013	Before the Lok Adalat, the parties mutually agreed to a settlement. The settlement terms were recorded by an Award agreeing that: a) Sale Deed to be registered in favour of the respondent No.2 within 2 months; b) Balance sale consideration of Rs.15 lakhs to be paid on registration; c) Upon failure to register, the respondent No.2 could file execution directly before the Court.

23.09.2015	The respondent No.2 paid Rs 15 lakhs to Petitioner No.1 by cheques.
23.07.2015	The petitioner No.1 then issued Receipts categorically stating that the payment was received as"part sale consideration" for the subject land.
16.04.2015 08.06.2015	On the petitioner No.1's request, the respondent No.2 paid further Rs.15 lakhs by cheque to the petitioner No.1's Company *viz.,* MG Pharma. P1 executed identical receipts confirming cheques in favour of MG Pharma for "part sale consideration" of land.
15.05.2013 05.06.2020	Relying on the Impugned Lok Adalat Award, the respondent No.2 asked the GHMC not to issue any building permit or TDR on the subject land.
26.10.2022	The respondent No.2 filed a Petition before District Court seeking execution of Impugned Award, which was not acted upon by the Petitioners despite receiving consideration.
29.10.2024	10 years after the Award, the Petitioners filed a Writ before this Court, challenging the impugned Award and Execution proceedings initiated by the respondent No.2. The Division Bench disposed of the matter holding that the correct remedy is to file a civil suit, as Petitioners claim requires scrutiny.
11.09.2025	A review petition filed by the Petitioners against Division Bench order was dismissed.
05.03.2026	A subsequent Civil Suit filed by Petitioners alleging fraud, was rejected by the District Court, holding plaintiff (Writ Petitioner) admitted to signature of Gangaraju on the award copy.
28.04.2026	A Division bench rejected Appeal against Rejection of suit filed by Petitioners.
04.05.2026	Present Writ Petition filed before this Hon'ble Court.

9. The above events are undisputed. The facts are also corroborated from the documents which form part of the records in the instant Writ Petition.

10. The Writ Petition calls for adjudication of the dispute raised by the petitioners primarily on three fronts, namely,

(i) The alleged fraud played by the respondent No.2 on M.Ganga Raju with regard to the settlement recorded in the impugned Award;

(ii) The impugned Award does not contain a separate compromise duly signed by the parties;

(iii) The Lok Adalat lacked pecuniary jurisdiction under the 1987 of the Act.

11. We propose to deal with the contentions raised by the writ petitioners separately.

<u>The Award being vitiated by Fraud</u>

(i) <u>Petitioners Received and Retained the entire Consideration Amount</u>.

12. The impugned Lok Adalat Award recorded the terms of settlement agreed upon between the parties that M.Ganga Raju will execute the Sale Deed in favour of the respondent No.2 upon receipt of the balance amount of Rs.15 lakhs. Admittedly, M.Ganga Raju passed away on 27.09.2014 and

the petitioners were paid Rs.30 lakhs *vide* Cheques dated 07.04.2015, 16.04.2015, 04.06.2015, 23.07.2015 and 23.09.2015. The petitioners also issued receipts confirming these payments as 'part sale considerations' for the subject land. The fact of payment and the receipt thereof is admitted in the petitioners' rejoinder. The receipts are part of the counter filed by the respondent No.2.

13. Subsequently, even prior to the impugned Award, M.Ganga Raju received Rs.85 Lakhs as sale consideration from the respondent No.2. Rs.25 Lakhs of this amount was received on execution of Agreement of Sale dated 31.10.2011 and Rs.60 Lakhs was paid in four parts from 02.11.2011 to 07.02.2012.

14. It is well settled that fraud must specifically be pleaded with particulars and the person alleging fraud must specifically plead as to the *who*, *what*, *where*, *when* and *how* of fraud. The pleadings must state the full particulars of fraud[1]. Mere use of the word fraud/fraudulently will not satisfy the test of fraud[2].

15. It is also beyond dispute that a party, who receives and retains any amount as consideration, is precluded from challenging the Lok Adalat

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[1]Bishnudeo Narain v. Seogeni Rai (AIR 1951 SCC 280)
[2] Electrosteel Castings Ltd. v. UV Asset Construction Company Limited (2022) 2 SCC 573)

Award on the ground of fraud[3]. In *K.Srinivasappa* (supra), the Supreme Court found that the plaintiff Nos.4-6 therein had received an amount of Rs.30,00,000/- each, in terms of the compromise and had also retained the said amount. The Supreme Court held that if indeed the signatures of the plaintiff Nos.4-6 were obtained by fraud, they ought to have returned the amount of Rs.30,00,000/- paid to them in terms of the compromise. Having not done so, the plaintiff Nos.4-6 failed to establish that any fraud was practiced by the defendants upon them. A similar view was taken by the Supreme Court in *Bhakti Vinaykumar Khatu v. Jayanti Bhaskar Shirsat*[4] where the Supreme Court placed emphasis on the fact the parties had received rent from the property pursuant to the Lok Adalat Award and hence they were precluded from challenging the Award.

16. The records placed before this Court indicate these basic facts. The impugned Award records that the respondent Nos.3-5 and M.Ganga Raju executed an Agreement of Sale on 31.10.2011 with the respondent No.2 for sale of the subject land for a total consideration of Rs.1 crore. The respondent No.2 paid Rs.85 Lakhs as earnest money and agreed to pay the balance amount at the time of registration. As per the Compromise, the

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[3]K.Srinivasappa v. Mallanna (2022 INSC 674)
[4] SLP.No.13941 of 2024, dated 28.01.2026

respondent Nos.3-5 and M.Ganga Raju agreed to execute the Registered Sale Deed in favour of the respondent No.2 within two months from the date of the impugned Award and the respondent No.2 agreed to pay the balance sale consideration of Rs.15 Lakhs as also the stamp duty and registration charges for execution of the sale deed. The stand of the petitioners is that the impugned Award is unenforceable since the Award contains a solitary, unidentified signature which is contrary to the 1987 Act. The petitioners also say that the authorisation given by the respondent Nos.3 and 4 to V.Keshava Chowdary was limited to the Agreement of Sale and execution of Sale Deeds and did not extend to delegating those powers to M.Ganga Raju.

17. In essence, it is impermissible to take advantage of transaction and thereafter turn around to deny its validity. This would particularly hold true if the party fully enjoys one part of the contract and on near-completion of such enjoyment, questions the other part. The party would be disentitled from doing so also on account of the principle of fair play[5].

18. Hence we are constrained to hold that the petitioners' allegation with regard to the impugned Award being vitiated by fraud, lacks basis and the allegation of fraud, even if accepted, would be is neutralized by the

[5] UOI v. N.Murugesan (2022) 2 SCC 25

petitioners retaining the entire consideration amount paid by the respondent No.2 to M.Ganga Raju as well as the petitioners.

(ii) The Petitioners' Challenge to the Impugned Award on the Ground of a Single Signature is without any Legal or Factual Basis.

19. An Agreement of Sale was entered between M.Ganga Raju and the respondent No.2 on 31.10.2011. M.Ganga Raju executed the Agreement in his capacity as the ASGPA Holder of the respondent Nos.3 to 5. This Agreement of Sale was signed only by M.Ganga Raju as the ASGPA Holder. Further, after the execution of the Agreement of Sale and the payment of full consideration, M.Ganga Raju gave exclusive title to the property to the respondent No.3.

20. Besides, the petitioners' Suit (O.S.No.132 of 2025) describes M.Ganga Raju as the 'absolute owner' of the subject land by virtue of the ASGPA dated 14.12.1998, which was registered on 19.11.2005. On 19.11.2005, M.Ganga Raju paid the deficit stamp duty on the ASGPA. Therefore, the petitioner's present assertion that the Lok Adalat Award is invalid on the ground that the Award requires the signature of all the parties is a deviation from their earlier stand that M.Ganga Raju had full title to the property.

21. It is settled law that the presence of a GPA Holder who had the power to sell the property is sufficient and nothing more is required. A similar objection was taken by the appellants in the Supreme Court to challenge the Lok Adalat Award in *Bhakti Vinaykumar Khatu v. Jayanti Bhaskar Shirsat*[6], whereby the Supreme Court, by an order dated 28.01.2026, rejected the challenge holding that the presence of the GPA Holder constitutes the 'deemed presence' of all parties as the GPA Holder was empowered to enter into a compromise regarding any dispute in relation to the suit property. In *Bhakti Vinaykumar Khatu* (supra), the Supreme Court also found that the appellants were estopped from challenging the Compromise Decree passed by the Lok Adalat after having accepted the compromise by accepting the rent from the tenants who are in occupation of the premises which has fallen to the share of the appellants.

22. The above position may be contrasted with the facts in *K. Kalyani v. State Legal Services Authority*[7], where a Division Bench of this High Court took into account the fact that the GPA Holder, who had signed the impugned Award did not have the authority to enter into Agreements or alienate the property. *K.Kalyani* would not stand in the way of the Court in deciding the present matter since the Court in that case held that the Award

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[6]Arising out of SLP (c) Nos.13941-13942/2024
[7]W.P.No.7968 of 2024, dated 30.10.2025

must reflect the order passed by the Lok Adalat recording the compromise between the parties. The Court also held that certain statutory obligations are cast upon the Lok Adalat in terms of verification of the identities of the parties. In the facts of that case, the Court found that the party entering appearance even prior to service of notice would amount to suspicious circumstance. In the present case, the impugned Award clearly records compromise entered into between the petitioner before the Lok Adalat (the respondent No.2 before us) and M.Ganga Raju, who is the predecessor-in-interest of the writ petitioners.

(iii) <u>The Petitioners have admitted to the fact of M.Ganga Raju being a Signatory to the Impugned Award.</u>

23. The petitioners' admission as to the signature of M.Ganga Raju is contained in the plaint in the Suit (O.S.No.132 of 2025) filed by the petitioners challenging the Lok Adalat Award. The Written Arguments filed by the petitioners in the said Suit also categorically state the following:

> "*...from a mere perusal of the award only the signature of the M.Ganga Raju is present*"
>
> *"With regard to the alleged P.L.C. award, it is submitted that only signatures of late Sri M. Ganga Raju appear on the award copy…"*

In fact, the District Court, Ranga Reddy District at Kukatpally relied on the petitioners' statement admitting to M.Ganga Raju's signature on the Award. Even on a bare perusal of the pleadings filed by the petitioners, it is inconceivable that the petitioners would now change their position and say that M.Ganga Raju was not a part of the proceedings before the Lok Adalat.

24. Moreover, it is important to note that none of the earlier orders passed by the Division Bench contain any finding on fraud. In the order dated 29.10.2024 passed by the Division Bench in W.P.No.27193 of 2023, filed by the petitioners, only recorded that there was an 'alleged fraud/ misrepresentation' by the petitioners. However, there is no categorical finding of fraud. The Division Bench also rejected the Review Petition filed by the petitioners against the order dated 29.10.2024 *vide* order dated 11.09.2025.

25. The order dated 28.04.2026 passed by a second Division Bench in an Appeal (A.S.No.153 of 2026) against the rejection of the writ petitioner's suit (OS.No.132 of 2025) under Order VII Rule 11 of The Code of Civil Procedure, 1908 ('CPC') also did not contain any finding of fraud.

Requirement of a Separate Signed Compromise

(i) The National Legal Services Authority (Lok Adalat) Regulations, 2009 - Form of Compromise/Settlement.

26. Regulation 15 of The National Legal Services Authority (Lok Adalat) Regulations, 2009 ('the 2009 Regulations') deals with 'Formulating compromise or settlements' and authorises the Lok Adalat, at any stage of the proceedings to propose for a settlement of the dispute without the proposal being accompanied by a statement of the reasons for the said proposal. Regulation 17 deals with the 'Award' passed by the Lok Adalat and clarifies that 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 the Lok Adalat.

27. Regulation 17(2) reinforces the administrative nature of the Act by stipulating that the Settlement/Compromise becomes an Award when both the parties sign or affix their thumb impression/s and the members of the Lok Adalat countersign it. Regulation 17(2) further refers to Appendix-I which gives the form of the Award.

28. Regulation 17(6) requires members to affix their signatures on the Award '*only in settlement reached before them…*'. The matter being settled

by the parties reached 'before' the Lok Adalat assumes significance in light of the Regulations referred to above. What emanates from a conjoint reading of the Regulations referred to, is that the Lok Adalat may make a proposal of the settlement of dispute at any stage of the proceedings without making a formal statement with reasons for the same. The drawing up of a Lok Adalat Award is an administrative act and more important, contemplates putting the *imprimatur* of the judicial forum/Lok Adalat on the Settlement/Compromise arrived at by the parties. Regulation 17(1) makes it clear that the onus is on the parties to arrive at the settlement and decide on the terms forming the settlement; the role of the Lok Adalat is to provide guidance and assistance to the parties to arrive at the settlement. The settlement fructifies into an Award only after the parties sign the same and the members of the Lok Adalat counter-sign the settlement. The priority in signing, as contemplated under Rule 7(2) is relevant. To repeat, the parties sign first and the Lok Adalat counter-signs the settlement by putting its seal of finality.

29. Thus, there is no statutory requirement for the Lok Adalat Award to consist of a Memorandum of Settlement of Compromise which is executed between the parties prior to approaching the Lok Adalat or for the Lok Adalat Award to contain a company of such Memorandum/Compromise. In

other words, the Act and the Regulations indicate that the Lok Adalat Award can also be an act of formalising the Settlement/Compromise arrived at by the parties before/in front of the Lok Adalat; and the parties signing the same in the presence of/before the Lok Adalat and the Lok Adalat counter-signing the same. Settlement/Compromise of the disputes between the parties, signing of the same by the parties and counter-signing of the settlement by the members of the Lok Adalat may be done as a simultaneous single event all at one go; without being separated by time.

30. The only conclusion possible from the above is that the impugned Award fulfills the essential statutory criteria for being accepted as a valid Award without any violation of the Act or the relevant regulations.

(ii) Prior Memorandum is Not Required if the Award is Based on Consent.

31. The Legal Services Authorities Act, 1987 does not requires the parties to execute a prior Memorandum of Settlement or a Compromise before approaching the Lok Adalat. Besides, the petitioners contend that the impugned Award is illegal in the absence of any separate compromise or signed settlement decree annexed to the Award. The petitioners, however, have not shown any provision in the 1987 Act which specifically requires

the Award to contain a separate compromise under the Act or the Rules and Regulations framed thereunder.

32. Section 20 of the 1987 Act - 'Cognizance of cases by Lok Adalats' - provides under sub-section (3) that the Lok Adalat shall proceed to dispose of the case referred to the Lok Adalat under sub-section (1) or a reference made to it under sub-section (2) and arrive at a compromise or settlement between the parties. Section 20(4) provides that 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.

33. Therefore, the primary requirement of the Lok Adalat is to 'arrive at a compromise or settlement' between the parties. The 1987 Act does not require the Award passed by the Lok Adalat to be legalised or legitimised by the recording of a separate compromise or a signed settlement decree between the parties. In essence, there is nothing in the 1987 Act which prohibits a compromise or settlement from being reflected in the Award which is duly signed by the parties. A compromise or settlement between the parties can also be reached in front of the Lok Adalat and signed by the parties before the Lok Adalat. The impugned Award categorically records

that the dispute between the parties, which was referred by the Chairman, Mandal Legal Services Authority, Kukatpally, for determination to the Lok Adalat, has been compromised/settled by the parties and the following Award is being passed in terms of such settlement. The aforesaid are the first three lines of the impugned Award.

34. The Court is thus of the firm view that these lines and the body of the impugned Award satisfy the requirement under section 20(4) of the Act.

Alleged lack of Pecuniary Jurisdiction: The impugned Lok Adalat Award does not violate section 22C of the 1987 Act.

35. The petitioners contend that the impugned Award warrants interference by reason of being in violation of section 22C of the 1987 Act. The petitioners say that it was beyond the pecuniary jurisdiction of the concerned Court to pass the impugned Award, since the Chairman of the Mandal Legal Services Committee, lacked pecuniary jurisdiction of the subject matter. According to the petitioners, the pecuniary limits of the Chairman of the Mandal Legal Services Committee/IX Metropolitan Magistrate, who belongs to the cadre of Junior Civil Judge, was only Rs.15 lakh whereas the subject matter is of Rs.1 crore.

36. The argument made on behalf of the petitioners is however belied by section 22C of the 1987 Act which deals with 'Cognizance of Cases by Permanent Lok Adalat'. The second proviso to section 22C(1) states that the Permanent Lok Adalat shall not have the jurisdiction in the matter where the value of the property in disputes exceeds ten lakh rupees. Notably, a "Permanent Lok Adalat" in Chapter VIA is fundamentally different from a "Lok Adalat" under Chapter VI. The critical differences between a Permanent Lok Adalat and a Lok Adalat under Chapter VIA and Chapter VI, respectively, include that a Permanent Lok Adalat can only have cognizance of cases of public utility service while a Lok Adalat can resolve any dispute under section 19 of the 1987 Act. A Permanent Lok Adalat can also adjudicate the dispute whereas the Lok Adalat can only pass an Award based on a Compromise or Settlement (reference section 22(3) and 20(4) of the 1987 Act, respectively). Further, a Permanent Lok Adalat is presided over by a District Judge whereas a Lok Adalat can be presided over by any serving or retired Judicial Officer (reference section 22B(2) and section 19(2), respectively).

37. The distinction between a Permanent Lok Adalat and a Lok Adalat was noted by the Supreme Court in *Canara Bank v. G.S. Jayarama*[8]. A Division Bench of the Andhra Pradesh High Court at Amaravati in *Balla*

[8] (2022) 7 SCC 776.

Veera Venkata Satyanarayana @ Sathi Babu v. the State of Andhra Pradesh[9] and the Kerala High Court in *Prashant P Kumar v. State of Kerala*[10]also held that a Lok Adalat under section 19 does not have any pecuniary limitation for resolving any disputes based on Compromise or Settlement.

38. However, the most significant fact is that the writ petitioners have not pleaded anywhere that the Court organising the Lok Adalat under section 19(5) of the 1987 Act did not have pecuniary jurisdiction. There is no such pleading in the Writ Petition. Objections to pecuniary jurisdiction must be pleaded at the very outset.

39. An Appellate Court, under section 21(2) of the Code of Civil Procedure, 1908 is barred from setting aside a decree for lack of pecuniary jurisdiction unless such an objection was taken at the earliest opportunity and there was no failure of justice[11].It is admitted that the petitioners failed to record its objection on the pecuniary jurisdiction of the Lok Adalat organising Court at the earliest opportunity. Section 21(1) of the CPC provides that no objection relating to the competence of the Court with reference to the pecuniary limits of its jurisdiction shall be allowed by any Appellate or Revisional Court unless such objection has been taken at the first instance.

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[9] Writ Petition No.6190 of 2019 order dated 08.11.2019
[10] 2026 KER 26747
[11] Om Prakash v. Vishnu Dayal (2018 INSC 970)

40. The present Writ Petition was filed 10 years after the impugned Award; the petitioners have not taken this objection to pecuniary jurisdiction of the Lok Adalat in the Writ Petition. The petitioners raised the objection for the first time in its Rejoinder on 13.08.2026 and after conclusion of oral arguments. It is also not the petitioners' case that there has been failure of justice. The petitioners admittedly received and retained the entire sale consideration from the respondent No.2 and the impugned Award was based on a Settlement between the parties.

41. The petitioners' reliance on *Karuturi Satyanarayana &Anr. v. K. Krishnaveni Durga Kumari*[12] is not applicable since the dispute was a guardianship dispute where the District Court has exclusive jurisdiction over the subject matter. There is also no reference to any pecuniary jurisdiction in the judgment and unlike the present case; the issue of the jurisdiction of the Organising Court was specifically raised by the parties.

42. Similarly, in *Mohd. Aasham Pasha and Others v. E. Srihari Chary*[13], the petitioners specifically raised the ground of pecuniary jurisdiction in Ground No.4 in the Civil Revision Petition.

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[12] 2010 SCC OnLine AP 734
[13] 2015 SCC OnLine Hyd 857

43. The present case is also not a case for recovery of money but for injuncting M.Ganga Raju from negotiating with third parties for alienating the suit schedule property.

Conclusion

44. We are of the considered view that the Writ Petition does not contain any grounds, statutory or factual, to warrant interference with the impugned Lok Adalat Award dated 30.03.2014. The petitioners have not shown any statutory infraction of the conditions of a valid Lok Adalat Award either under the 1987 Act or the 2009 Regulations. We have already held that the 1987 Act does not require all parties to execute a Memorandum of Settlement/Compromise prior to approaching the Lok Adalat.

45. On the factual score, the signature of M.Ganga Raju on the impugned Award cannot be questioned since the petitioners have admitted to such signature. The signature of M.Ganga Raju is enough and the petitioners have also admitted to the signature. Hence, the petitioners cannot challenge the Award on the ground that the M.Ganja Raju was not part of the proceedings before the Lok Adalat. This is all the more so, since the petitioners' Suit describes M.Ganga Raju as the absolute owner of the property *vide* ASGPA dated 31.10.2011. Last but not the least, there is no material on record to corroborate the petitioners' argument of fraud. The

pleadings do not contain any particulars of fraud. The petitioners are also disentitled from raising the plea of fraud in their arguments, after having received the and retained the amounts in terms of the Compromise.

46. M.Ganga Raju, the predecessor-in-interest of the petitioners, also received substantial amount of money as sale consideration from the respondent No.2. Hence, the aforesaid reasons persuade us to hold that the writ petition lacks merit.

47. It is relevant to mention that I.A.No.4 of 2026 was filed on 22.09.2026 by one Danaboina Narendra Yadav seeking to be impleaded as the respondent No.7 in the Writ Petition. It should be noted that the Writ Petition was heard on several dates from 09.06.2026. The arguments were concluded on 07.09.2026. The I.A. was filed on 22.09.2026 i.e., at a much belated stage after conclusion of the arguments.

48. In any event, the implead petitioner claims to be a Protected Tenant in respect of the subject land and also claims to have filed W.P.No.33598 of 2024 before this Court. The applicant states that an order of *status quo* was granted by a Co-ordinate Bench in the said Writ Petition on 29.11.2024. We are of the view that the implead petitioner cannot claim a right to be impleaded in the Writ Petition either as a proper or a necessary party on these facts alone. The implead petitioner can pursue the pending Writ

Petition already filed by him. I.A.No.4 of 2026 was accordingly dismissed on 28.09.2026.

49. W.P.No.16457 of 2026, along with all connected applications, is accordingly dismissed. No costs.

MOUSHUMI BHATTACHARYA, J

RENUKA YARA, J

13th October, 2026

Note: L.R. Copy to be Marked
(B/o.) *BMS/TJMR/NDS*