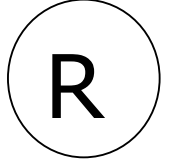




NC: 2026:KHC:29269
W.P. No.5848/2022



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 16TH DAY OF JUNE, 2026
BEFORE
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
WRIT PETITION NO.5848/2022 (GM-CPC)

BETWEEN:

1. SMT. SANNAMMA
W/O LINGEGOWDA
AGED ABOUT 79 YEARS
R/AT. MARAKADUDODDI VILLAGE
KOTHATHI HOBLI, MANDYA TALUK
MANDYA DISTRICT-571478.

...PETITIONER

(BY SRI. K.N. NITISH, ADV., FOR
SRI. K.V. NARASIMHAN, ADV.,)

AND:

1. MOHAMMAD SHARIFF ALIAS AHMED SHARIFF
AGED ABOUT 64 YEARS
S/O MOHAMMED KHASIM SAB
R/AT. 3RD CROSS, MARUTHI NAGAR
MANDYA CITY-571401.

...RESPONDENT

(BY SRI. MOHAMMED TAHIR, ADV.,)

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE
CONSTITUTION OF INDIA, PRAYING TO QUASH THE AWARD
DATED 23.11.2013 PASSED IN O.S.NO.81/2013 BY THE
DISTRICT LEGAL SERVICE AUTHORITY AT MANDYA (THE
COURT OF THE PRL. CIVIL JUDGE AND JMFC AT MANDYA) AT
ANNEXURE-D & ETC.





THIS PETITION HAVING BEEN HEARD AND RESERVED ON 10.06.2026, COMING ON FOR PRONOUNCEMENT OF ORDER, THIS DAY, THE COURT MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

CAV ORDER

This writ petition is filed challenging the decree dated 23.11.2013 passed in O.S.No.81/2013 in the Lok Adalat conducted by the District Legal Services Authority, Mandya (the Court of Principal Civil Judge and JMFC, Mandya) (for short, 'the Trial Court').

2. Sri.K.V.Nitish, learned counsel for the petitioner makes the following submissions:

- (a) The respondent-plaintiff has filed O.S.No.81/2013 against the petitioner-defendant No.2 and others seeking a declaration that the plaintiff is in possession and enjoyment of land bearing Sy.No.86/18 i.e. Schedule 'A' property and that Sy.No.84/3 originally belonging to the defendant No.1, now divided among the defendant Nos.2 to 5 under panchayath palupathrika dated



13.02.1979, however, the plaintiff and the defendants are in possession and enjoyment of their corrective landed properties, but only survey numbers are to be correctly assigned in the revenue records. The case of the plaintiff is that the plaintiff is the owner of the land bearing Sy.No.86/18 and the defendant No.2 is the owner of the land bearing Sy.No.84/3.

(b) The petitioner-defendant No.2 filed a written statement in the said suit and thereafter, the respondent-plaintiff filed an application for advancing the case which was allowed and the case was advanced from 21.01.2014 to 23.11.2013.

(c) On 23.11.2013, the defendant Nos.3 to 5 were deleted. On the same day, the matter was referred to the Lok Adalat and a compromise petition was filed which was accepted and the impugned decree was passed.



- (d) As per the compromise decree between the plaintiff and the defendants, the properties were exchanged as per the prayer in the plaint. The property bearing Sy.No.86/18 i.e. Schedule 'A' property was allotted to the plaintiff-respondent and the property in Sy.No.84/3 i.e. Schedule 'B' property was allotted to the petitioner-defendant No.2.
- (e) The respondent-plaintiff played a fraud on the petitioner-defendant No.2 by not disclosing in the compromise petition that the property in Sy.No.84/3 was not available for allotment as the same was already sold by the respondent-plaintiff vide registered sale deed dated 06.02.1992 in favour of one G.B. Jayaramu prior to the decree in question.
- (f) It is submitted that the legal heirs of G.B.Jayaramu have executed the agreement of sale in favour of J.Annegowda and he filed a suit



for specific performance which came to be decreed, the appeal filed by the legal heirs of G.B.Jayaramu was allowed and the regular second appeal is pending.

(g) It is further submitted that the suit in the name of the petitioner was filed in O.S.No.760/2017 and the same later came to be dismissed for non-prosecution. It is also submitted that the said suit was presented by the counsel M.G.M.Latha, Advocate, Mandya, as the appearing counsel for the petitioner-defendant No.2 and the very same counsel has filed a suit in O.S.No.81/2013 on behalf of the respondent herein which clearly demonstrates that the fraud is played on the husband of the petitioner as well as the petitioner as they are illiterates.

(h) It is contended that the property which was not available for allotment which was sold by the respondent-plaintiff wayback in the year 1992,



has been allotted to the petitioner by making her believe that the property is available which is a fraud and also the decree of the Lok Adalat is liable to be set aside as there is no consideration for the transfer of property under Section 25 of the Indian Contract Act, 1872 (for short, 'the Act').

- (i) It is further contended that the respondent has filed O.S.No.299/2021 against the petitioner for the relief of injunction based on the fraudulent decree in O.S.No.81/2013. Hence, he seeks to allow the petition.

3. *Per contra*, Sri.Mohammad Tahir, learned counsel appearing for the respondent makes the following submissions:

- (a) The writ petition challenging the decree in the suit is not maintainable and in support of his contention, he placed reliance on the decision of the Hon'ble Supreme Court in the case of **NAVRATAN**



LAL SHARMA Vs. RADHA MOHAN SHARMA AND OTHERS¹.

(b) It is submitted that the decree is of the year 2013 and the present writ petition is filed in the year 2022 and no explanation is provided for the delay.

(c) It is further submitted that O.S.No.369/1994 is filed by the respondent against his brother and G.B.Jayaramu for a declaration that the plaintiff is the owner by contending that his brother impersonated the respondent and executed a sale deed on 06.02.1992 and the said suit was decreed later in an appeal it was reversed and the regular second appeal is pending.

(d) It is also submitted that in the instant suit, the relief was only to exchange the survey numbers and the petitioner is in possession of the property, hence, he cannot allege the fraud.

¹ 2024 SCC Online SC 3720



(e) It is contended that insofar as filing of the present suit by one counsel who is alleged to have filed a suit on behalf of the petitioner in O.S.No.760/2017 is concerned, there may not be any impediment for filing of the suit on behalf of the respondent herein by the same counsel. It is further contended that in the absence of such a counsel before the Court, no finding can be recorded. Hence, he seeks to dismiss the petition.

4. I have heard the arguments of the learned counsel for the petitioner, the learned counsel for the respondent and meticulously perused the material available on record.

5. The respondent-plaintiff has filed O.S.No.81/2013 against the husband of the petitioner, petitioner and others seeking a declaration that the respondent-plaintiff is in possession and enjoyment of the land bearing Sy.No.86/18 measuring 31 guntas mentioned



as Schedule 'A' property and that the land in Sy.No.84/3 measuring 1 acre 17 guntas originally belonging to the defendant No.1 and now divided between the defendant Nos.2 to 5 under panchayat palupathrika dated 13.02.1979 referred in the plaint, however, the plaintiff and the defendants are in possession and enjoyment of their respective properties, but only survey numbers are to be correctly assigned in the revenue records.

6. In the said suit, the plaintiff advanced the case, the matter was referred to the Lok Adalat and a compromise petition came to be filed between the plaintiff and the defendants. On 23.11.2013 the Lok Adalat accepted the compromise and decreed the suit. As per the decree dated 23.11.2013, the land in Sy.No.84/3 measuring 1 acre 17 guntas situated at Guthalu Village, Kothathi Hobli, Mandya Taluk, was allotted to the petitioner and the land in Sy.No.86/18 measuring 32 guntas including 1 gunta kharab land, situated at Guthalu



Village, Kothathi Hobli, Mandya Taluk, was allotted to the respondent.

7. The primary contention of the petitioner is that the respondent-plaintiff in O.S.No.81/2013 has not disclosed to the defendants at the time of compromise before the Lok Adalat that the property allotted to the defendants is not available in view of the registered sale deed dated 06.02.1992 executed by the plaintiff in favour of one G.B.Jayaramu. The said contention is refuted by the respondent-plaintiff by contending that the brother of the respondent-plaintiff has impersonated and executed a registered sale deed and thereafter, the suit in O.S.No.369/1994 was filed which came to be decreed and later, in the first appeal filed by Sri. G.B.Jayaramu, the decree in O.S.No.369/1994 was set aside and RSA No.1069/2015 is pending. It is to be noticed that the alleged impersonation by the brother of the plaintiff, filing of the suit in O.S.No.369/1994 against his brother and one G.B.Jayaramu and then appeal and regular second appeal



are not disclosed to the petitioner while entering into the compromise before the Lok Adalat. Admittedly, the property allotted to the defendant-petitioner is not free from encumbrance, litigation and non-disclosure of non-availability of the property at the time of signing of the compromise petition by the defendants in O.S.No.81/2013 is amounting to concealment of the relevant facts by the plaintiff-respondent which amounts to a fraudulent act. It is to be noticed that as per the compromise decree, the revenue records were never mutated. It is to be further noticed that after the death of G.B.Jayaramu, his legal heirs have executed an agreement of sale in favour of Sri.J.Annegowda in respect of land allotted to the petitioner-defendant No.2 in O.S.No.81/2013. The said J.Annegowda filed O.S.No.119/2013 for the relief of specific performance of the contract against the legal heirs of G.B.Jayaramu and the said suit came to be decreed on 17.08.2019. It is also to be noticed that the present petitioner is alleged to have filed a suit in



O.S.No.760/2017 against the respondent-plaintiff and others for the relief of declaration that the respondent-plaintiff is the absolute owner and enjoyment of the suit schedule property and the prayer for permanent injunction showing the property as the land in Sy.No.84/3 measuring 1 acre 17 guntas (allotted to the petitioner in O.S.No.91/2013). The records indicate that the said suit was dismissed for non-prosecution. Interestingly, it is to be noticed that the suit in O.S.No.81/2013 is filed by the respondent and the respondent-plaintiff is represented by a counsel namely Smt.M.G.M.Latha and the very same counsel has filed a suit in O.S.No.760/2017 on behalf of the petitioner herein which later came to be dismissed for non-prosecution. The contention of the learned counsel for the petitioner is that this is the one circumstance where the same counsel has appeared for the respondent-plaintiff in O.S.No.81/2013 and the very same counsel is alleged to have been filed O.S.No.760/2017 on behalf of the petitioner, which establishes the fraud. It is specifically



contended by the petitioner that the suit is O.S.No.760/2017 is not filed by the petitioner and it is not her thumb impression. In my considered view, recording any finding on the aspect of the act of counsel representing the petitioner as well as the respondent in two different suits may not be appropriate in the absence of hearing of the said counsel in the present petition. The aforesaid chronology of events clearly indicate that the petitioner in O.S.No.81/2013 has not disclosed the relevant fact that the property allotted to the defendant was not available and non-disclosure of the relevant fact and making the petitioner to believe and sign the compromise petition which was accepted by the Lok Adalat is a clear fraud on the face of it. It would be useful to refer the definition of fraud defined under Section 17 of the Act, which reads as under:

"17. 'Fraud' defined.—'Fraud' means and includes any of the following acts committed by a party to a contract, or with his connivance, or by his agent , with intent to



deceive another party thereto of his agent, or to induce him to enter into the contract:— (1) the suggestion, as a fact, of that which is not true, by one who does not believe it to be true; (2) the active concealment of a fact by one having knowledge or belief of the fact; (3) a promise made without any intention of performing it; (4) any other act fitted to deceive; (5) any such act or omission as the law specially declares to be fraudulent. Explanation.—Mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that, regard being had to them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself, equivalent to speech.”

8. The material on record clearly indicates that the respondent-plaintiff made the petitioner-defendant to believe that the property allotted to her is available which was otherwise. Such an act of the respondent is nothing but deceiving the petitioner. The non-disclosure of earlier alienation and pendency of the proceedings with regard to



the allotted property to the petitioner-defendant is an act of active concealment of material fact by the respondent-plaintiff despite having knowledge, such an act amounts to a fraudulent act.

9. The Hon'ble Supreme Court in the case **PAPAYYA SHASTRY AND ORS. Vs. GOVERNMENT OF ANDHRA PRADESH**² has clearly held as under:

"21. Now, it is well-settled principle of law that if any judgment or order is obtained by fraud, it cannot be said to be a judgment or order in law. Before three centuries, Chief Justice Edward Coke proclaimed: "Fraud avoids all judicial acts, ecclesiastical or temporal."

22. It is thus settled proposition of law that a judgment, decree or order obtained by playing fraud on the court, tribunal or authority is a nullity and non est in the eye of the law. Such a judgment, decree or order—by the first court or by the final court—has to be treated as nullity by every court, superior or inferior. It can be challenged in any court, at any time, in appeal, revision, writ or even in collateral proceedings.

² (2007) 4 SCC 221



23. *In the leading case of Lazarus Estates Ltd. v. Beasley [(1956) 1 All ER 341 : (1956) 1 QB 702 : (1956) 2 WLR 502 (CA)] Lord Denning observed: (All ER p. 345 C).*

"No judgment of a court, no order of a Minister, can be allowed to stand if it has been obtained by fraud."

24. *In Duchess of Kingstone, Smith's Leading Cases, 13th Edn., p. 644, explaining the nature of fraud, de Grey, C.J. stated that though a judgment would be res judicata and not impeachable from within, it might be impeachable from without. In other words, though it is not permissible to show that the court was "mistaken", it might be shown that it was "misled". There is an essential distinction between mistake and trickery. The clear implication of the distinction is that an action to set aside a judgment cannot be brought on the ground that it has been decided wrongly, namely, that on the merits, the decision was one which should not have been rendered, but it can be set aside, if the court was imposed upon or tricked into giving the judgment.*

25. *It has been said: fraud and justice never dwell together (fraus et jus nunquam cohabitant); or fraud and deceit ought to benefit none (fraus et dolus nemini patrocinari debent).*



HC-KAR

26. *Fraud may be defined as an act of deliberate deception with the design of securing some unfair or undeserved benefit by taking undue advantage of another. In fraud one gains at the loss of another. Even most solemn proceedings stand vitiated if they are actuated by fraud. Fraud is thus an extrinsic collateral act which vitiates all judicial acts, whether in rem or in personam. The principle of "finality of litigation" cannot be stretched to the extent of an absurdity that it can be utilised as an engine of oppression by dishonest and fraudulent litigants.*

27. *In S.P. Chengalvaraya Naidu v. Jagannath [(1994) 1 SCC 1] this Court had an occasion to consider the doctrine of fraud and the effect thereof on the judgment obtained by a party. In that case, one A by a registered deed, relinquished all his rights in the suit property in favour of C who sold the property to B. Without disclosing that fact, A filed a suit for possession against B and obtained preliminary decree. During the pendency of an application for final decree, B came to know about the fact of release deed by A in favour of C. He, therefore, contended that the decree was obtained by playing fraud on the court and was a nullity. The trial court upheld the contention and dismissed the application. The High Court, however, set aside the order of the trial court, observing that "there is no legal duty cast upon the plaintiff to come to court*



with a true case and prove it by true evidence". B approached this Court.

29. *The Court proceeded to state: (SCC p. 5, para 6)*
"A litigant, who approaches the court, is bound to produce all the documents executed by him which are relevant to the litigation. If he withholds a vital document in order to gain advantage on the other side then he would be guilty of playing fraud on the court as well as on the opposite party."

(Emphasis supplied)

10. In the case on hand, *prima facie* established that there has been an act of fraud firstly by not disclosing the relevant fact that the said land bearing Sy.No.84/3 was not available for allotment as it was sold to one G.B.Jayaramu and secondly, by not changing the revenue records even after the compromise decree, which makes it evident that the respondent has not made any effort in confronting the petitioner regarding the same which showcases their *mala fide* intention of committing fraud. As per the ratio laid down by the Hon'ble Supreme Court in the case of **PAPAYYA** referred *supra*, any judgment or decree obtained by fraud cannot be said to be a judgment



in the eyes of law as 'fraud vitiates everything'. Therefore, in the present case as the compromise decree was obtained by fraudulent means the said compromise decree is null and void and does not hold any legal validity. It is to be noticed that the petitioner came to know about the compromise petition only after receiving the summons in O.S.No.299/2021 until then she was completely unaware of the said compromise decree. Therefore, since the said decree is void, laches alone cannot be a reason for non-suit when there is a decree obtained by fraudulent means.

11. Furthermore, the Hon'ble Supreme Court in the case of ***BHARGAVI CONSTRUCTIONS AND ORS. Vs. KOTHAKAPU MUTHYAM REDDY AND ORS***³ has laid down the ratio as under:

"23. This is what their Lordships held in para 12: (Jalour Singh case [State of Punjab v. Jalour Singh, (2008) 2 SCC 660 : (2008) 1 SCC (Civ) 669 : (2008) 1 SCC (Cri) 524 : (2008) 1 SCC (L&S) 535] , SCC p. 666, para 12)

³ MANU/SC/1119/2017



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

22. The question arose before this Court (three-Judge Bench) in State of Punjab [State of Punjab v. Jalour Singh, (2008) 2 SCC 660 : (2008) 1 SCC (Civ) 669 : (2008) 1 SCC (Cri) 524 : (2008) 1 SCC (L&S) 535] as to what is the remedy available to the person aggrieved of the award passed by the Lok Adalat under Section 20 of the Act. In that case, the award was passed by the Lok



Adalat which had resulted in disposal of the appeal pending before the High Court relating to a claim case arising out of the Motor Vehicles Act. One party to the appeal felt aggrieved of the award and, therefore, questioned its legality and correctness by filing a writ petition under Articles 226/227 of the Constitution of India. The High Court dismissed the writ petition holding it to be not maintainable. The aggrieved party, therefore, filed an appeal by way of special leave before this Court. This Court, after examining the scheme of the Act allowed the appeal and set aside the order of the High Court. This Court held that the High Court was not right in dismissing the writ petition as not maintainable. It was held that the only remedy available with the aggrieved person was to challenge the award of the Lok Adalat by filing a writ petition under Article 226 or/and Article 227 of the Constitution of India in the High Court and that too on very limited grounds. The case was accordingly remanded to the High Court for deciding the writ petition filed by the aggrieved person on its merits in accordance with law.

24. In our considered view, the aforesaid law laid down by this Court is binding on all the courts in the country by virtue of mandate of Article 141 of the Constitution. This Court, in no uncertain terms,



has laid down that challenge to the award of Lok Adalat can be done only by filing a writ petition under Article 226 and/or Article 227 of the Constitution of India in the High Court and that too on very limited grounds. In the light of clear pronouncement of the law by this Court, we are of the opinion that the only remedy available to the aggrieved person (respondents herein/plaintiffs) was to file a writ petition under Article 226 and/or Article 227 of the Constitution of India in the High Court for challenging the award dated 22-8-2007 passed by the Lok Adalat. It was then for the writ court to decide as to whether any ground was made out by the writ petitioners for quashing the award and, if so, whether those grounds are sufficient for its quashing."

12. The decision of the Hon'ble Supreme Court in ***BHARGAVI CONSTRUCTIONS*** referred *supra* clearly lays down that an award passed by a Lok Adalat is final and binding on the parties and is deemed to be a decree of a Civil Court. However, such an award is not the result of an adjudication by a Civil Court but is based upon the settlement arrived at between the parties before the Lok Adalat. Consequently, by virtue of Section 21(2) of the



Legal Services Authorities Act, 1987, no appeal lies against a Lok Adalat award and any challenge thereto can be made only by invoking the writ jurisdiction of the High Court under Articles 226 and/or 227 of the Constitution of India. The Hon'ble Supreme court in the case of **DILIP MEHTA Vs. RAKESH GUPTA AND ORS.** ⁴ has reiterated the law laid down by in the Hon'ble Supreme Court in the case of **STATE OF PUNJAB Vs. JALOUR SINGH**⁵ and the decision of **BHARGAVI CONSTRUCTIONS** referred *supra*.

13. The learned counsel for the respondent relied on the decision in **NAVRATAN LAL SHARMA V. RADHA MOHAN SHARMA & ORS.**⁶ which dealt with a compromise decree passed by a Civil Court under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (for short 'CPC') where the Hon'ble Supreme Court held that while recording a compromise, the Civil Court is under an obligation to satisfy itself that the compromise is lawful

⁴ 2025 SCC OnLine SC 2737

⁵ (2008) 2 SCC 60

⁶ 2024 SCC OnLine SC 3720



and not hit by any provision of law relating to void or voidable agreements. Since the decree in that said case was passed by the competent Civil Court and not by the lok Adalat under such circumstances the correctness and legality of the compromise decree is required to be challenged before the same court. It is further observed that Order XXIII Rule 3A of the CPC bars a separate suit for setting aside a compromise decree on the ground that the compromise was not lawful.

14. Therefore, the principle laid down in **NAVRATAN LAL SHARMA** stated *supra* has no application to the facts of the present case. The decree under challenge is not a compromise decree passed by a Civil Court but an award passed by a Lok Adalat. Although a Lok Adalat award is deemed to be a decree of a Civil Court for the purpose of enforceability, the remedies available against such an award are fundamentally different. While a compromise decree passed by a Civil Court may be questioned before the same Court by way of



a recalling application, a Lok Adalat award can be challenged only before the High Court under Articles 226 and/or 227 of the Constitution as per the decisions of the Hon'ble Supreme Court in the case of **JALOUR SINGH, BHARGAVI CONSTRUCTIONS and DILIP MEHTA** referred *supra*. Consequently, the ratio in **NAVRATAN LAL SHARMA**, which concerns the recall of a compromise decree passed by a Civil Court, cannot be extended to or relied upon in relation to a Lok Adalat award. Hence, the decision in the case of **NAVRATAN LAL SHARMA** stated *supra* will not be applicable in the present case.

15. Therefore, in view of the aforesaid analysis, I am of the considered view that the compromise decree has been obtained by employing fraudulent means and the same is required to be interfered with.

16. For the aforementioned reasons, I proceed to pass the following:

**ORDER**

- (i) The writ petition is ***allowed***.
- (ii) The impugned award/decreed dated 23.11.2013 passed in O.S.No.81 /2013 in the Lok Adalat conducted by the District Legal Services Authority, Mandya earlier pending on the file of Principal Civil Judge and JMFC, Mandya, is set aside.

No order as to costs.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

RV
List No.: 2 Sl No.: 1