

Hon'ble 21st Additional Senior Civil Judge & ACJM SURAT

CC No 73343 /21
Exh. 1

ORDER BELOW EX:1

Present application is filed by the parties wherein there were compromise between the parties and they want to settle the matter in a lok adalat today. In a lok adalat there is a compromise that award may be declared and as per the procedure of the civil procedure code execution can be done.

As per the Honble supreme court in a recent judgement M/S Meters and Instruments Pvt Ltd V/S Kanchan Mehta (AIR 2017 SC 4594) in the said judgment mention that object of Negotiable Instrument Act is compensatory not punishment oriented. If accused pays the amount in court that he may be discharge. Further stated that if accused does not pay than court may order punishment and compensation amount can be recovered.

As per the observation of the court that at the time of final disposal of the case, parties came for settlement of the case, in a settlement they gives again cheque for compromise. There is no surety that cheque will be cleared and again complainant has to follow the procedure again. Honble S.C. held in a Judgment M/S Meters and Instrument Pvt Ltd V/S Kanchan

Mehta(AIR 2007 SC4549) in a para 7 it held that if accused is not paying than court may order punishment.

Honble Supreme court held in a Judgment of K.N.Govindan Kutty menon V/S C.D.Shaji in para 14 & 17 held that:

A statutory support as evidence in the statement of objects and reasons of the act would not only reduce the burden of arrears of work in regular courts but would also take justice to the door step of poor and needy and make justice quicker and less expensive. In the case on hand, the courts below ended in holding that only if the matter was one which was referred by a civil court it could be a decree and if the matter was referred by civil court it could be a decree and if the matter was referred by a criminal court it will only be an order of the criminal court and not a decree under sec-21 of the act. 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 compromise arrived at between the parties. In the case referred by criminal court under sec-138 of N.I.Act and by virtue of the deeming provision it has to be treated as a decree capable of execution by civil court.

While looking to the para-17: Following Point emerges:

- 1.As per the sec-21 of the act every awards of the lok adalat shall be deemed to be decree of civil court and it is executable

by the court.

2.The act does not make out any such distinction between reference made by civil court and criminal court.

3.There is no restriction on the power of the lok adalat to pass an award based on compromise arrive at the parties.

4. Even-if a matter is referred by criminal court under sec -138 of N.I.Act 1881, and by virtue of the deeming provision, the award passed by the lok-adalat based on a compromise has to be treated as a decree capable of execution by civil court.

Hence I passed the following order:

Award

There is a compromise between accused and complainant for the payment accused assured that he will pay the amount of money within 1months from today.

In case of failure of any installments or cheque return than accused is liable to pay interest of 9%. and Complainant can execute as per civil remedy.

Case disposed as compromise in a lok-adalat today.

Order pronounced in the open Court on dated: 26/6/2022.

Dt:- 26/6/2022
Surat

(I. M. Shaikh)
21st Addi.Senior Civil Judge & Acjm
(Judge Code- 01485)