



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 16<sup>TH</sup> DAY OF OCTOBER, 2025**

**BEFORE**

**THE HON'BLE MR JUSTICE S VISHWAJITH SHETTY**

**WRIT PETITION. NO. 28645 OF 2017 (GM-CPC)**

**BETWEEN:**

- 1 . M/S FIRST FUTURISTIC HOLDINGS LTD  
A COMPANY INCORPORATED UNDER  
THE COMPANIES ACT 1956  
HAVING ITS OFFICE AT  
NO.21, 4TH FLOOR, 1ST MAINROAD  
H.G.LAYOUT, GANGANAGAR  
ALSO AT NO.300/1B, 16TH CROSS  
SADASHIVANAGAR, BANGALORE - 80  
AUTHORISED SIGNATORY  
KOVILAKUNTLA BALASUBRAMANYAM.
- 2 . KOVILAKUNTLA BALASUBBRANYAM  
DIRECTOR,  
AGED ABOUT 34 YEARS  
A COMPANY INCORPORATED UNDER  
THE COMAPNES ACT 1956  
HAVING ITS OFFICE AT  
NO.21, 4TH FLOOR, 1 MAIN ROAD  
H.G.LAYOUT, GANGANAGAR  
ALSO AT NO.300/1B, 16TH CROSS,  
SADASHIVANAGAR, BANGALORE - 80.
- 3 . KARTHIK KRISHNA RAVICHANDER  
ADDITIONAL DIRECTOR  
AGED ABOUT 30 YEARS  
M/S FIRST FUTURISTIC HOLDING LTD.  
AND OTHERS, A COMPANY INCORPORATED  
UNDER THE COMPANIES ACT 1956  
HAVING ITS OFFICE AT NO.21  
4TH FLOOR, 1ST MAIN ROAD  
H G LAYOUT, GANANAGAR  
BANGALORE.

Digitally  
signed by  
NANDINI M S  
Location:  
HIGH COURT  
OF  
KARNATAKA



ALSO AT NO.262, 9TH CROSS,  
3RD BLOCK, R.T.NAGAR  
BANGALORE - 32.

- 4 . VENKATARANGA RAMA LAKSHMI KOVILAKUNTLA  
AGED ABOUT 28 YEARS  
ADDITIONAL DIRECTOR  
M/S FIRST FUTURISTIC HOLDINGS LTD  
A COMPANY INCORPORATED UNDER  
THE COMAPNES ACT 1956  
HAVING ITS OFFICE AT  
NO.21, 4TH FLOOR, 1 MAIN ROAD  
H.G.LAYOUT, GANGANAGAR  
BANGALORE  
ALSO AT NO.300/1B, 16TH CROSS  
SADASHIANAGAR, BANGALORE - 80  
R/AT NO.88/1A, 2ND FLOOR  
2ND STAGE, BASAVESHVARANAGAR  
BANGALORE - 79.

...PETITIONERS

(BY SRI SURAJ SAMPATH, ADV.)

**AND:**

M/S SLV ELECTRICAL AND PLUMBING  
REP. BY ITS PROPRIETOR  
MISS JAYANTHI D/O ETHIRAJULU  
AGED ABOUT 42 YEARS  
OFFICE AT NO.4, BEHIND ANNAPURESHWAR  
TEMPLE, KOGILU, YELAHANKA  
BANGALORE - 560 064.

...RESPONDENT

(V/O/D 24.09.2025, SERVICE OF NOTICE TO RESPONDENT IS H/S)

THIS W.P. IS FILED UNDER QUASH THE IMPUGNED ORDER PASSED  
BY THE LII ADDL. CITY CIVIL AND SESSIONS JUDGE BENGALURU CITY  
ON 19.4.2017 IN EX. 872/2016 AT ANNEX-J.

THIS PETITION, HAVING BEEN RESEREVED FOR ORDERS ON  
09.10.2025, COMING ON FOR PRONOUNCEMENT THIS DAY, COURT  
MADE THE FOLLOWING:



CORAM: HON'BLE MR. JUSTICE S VISHWAJITH SHETTY

**CAV ORDER**

(PER: HON'BLE MR JUSTICE S VISHWAJITH SHETTY)

1. This writ petition under Article 227 of the Constitution of India is filed by the petitioners with a prayer to quash the order dated 19.04.2017 passed in Execution Case No.872/2016 by the Court of LII Addl. City Civil and Sessions Judge (CCH-53), Bengaluru.

2. Heard the learned counsel for the petitioners. Respondent, who is served in the matter has remained unrepresented before this Court.

3. Brief facts of the case leading to filing of this writ petition are, petitioners herein had issued certain cheques to the respondent, who is a Contractor, towards the work done and it appears that the said cheques on presentation for realization were dishonoured by the drawee bank and therefore, respondent had initiated criminal proceedings against the petitioners before the jurisdictional Court of Magistrate for the offence punishable under Section 138 of the Negotiable



Instruments Act, 1881, in CC No.7278/2015. During the pendency of the said case, the matter was settled by the parties before the Lok-adalath and compounding application was also filed before the Lok-adalath which was signed by the parties and their learned Advocates and based on the compounding application filed before the Lok-adalath, the complaint was disposed off in terms of the compounding application/joint memo and the accused were acquitted of the offence punishable under Section 138 of the N. I. Act. Since accused had failed to honour the cheques which were issued to the respondent under the compounding application/joint memo, respondent had filed Execution Case No.872/2016 to enforce the award passed in CC No.7278/2015 by the Lok-adalath and in the said proceedings, the petitioners herein had filed IA No.1 and 2 with a prayer to dismiss the Execution Petition as not maintainable and also requested the Executing Court to hold an enquiry with regard to the maintainability of the Execution Case. The said applications were opposed by the respondent by filing objections and the Executing Court vide the order impugned dated 19.04.2017 passed in Execution Case



No.872/2016 has dismissed IA No.1 and 2. Being aggrieved by the same, petitioners are before this Court.

4. Learned counsel for the petitioners having reiterated the grounds urged in the petition submits that only accused Nos.1 and 2 had signed the compounding application/joint memo and accused Nos.3 and 4 were not signatories to the same. Therefore, execution petition as against accused Nos.3 and 4 is not maintainable. He submits that as on the date of filing of Execution Petition, no award was passed by the Court and the order passed by the Lok-adalath cannot be considered as an award which can be executed by a Civil Court. He submits that award has been passed by the Court subsequent to filing of the Execution Case and therefore, Execution Petition is not maintainable. In support of his arguments, he has placed reliance on the judgment of the Hon'ble Supreme Court in the case of ***Afcons Infrastructure Limited and Another vs. Cherian Varkey Construction Company Private Limited and Others - (2010) 8 SCC 24***. He submits that during the pendency of the Execution Petition, petitioners have paid amount covered under the cheques which were issued under



the compounding application to the respondent, but the Executing Court has failed to consider the same. He, accordingly, has prayed to allow the petition.

5. Undisputed facts of the present case are, in CC No.7278/2015 which was pending before the jurisdictional Court of Magistrate for the offence punishable under Section 138 read with Section 141 of the N. I. Act, accused Nos.1 and 2 and the complainant, who is the respondent herein had filed an application under Section 320 of Cr.P.C. seeking permission of the learned Magistrate to permit them to compound the offence in CC No.7278/2015 having regard to the settlement arrived between them. In paragraph Nos.4 to 6 of the application filed under Section 320 of Cr.P.C, which is signed by accused Nos.1 and 2 and the complainant in CC No.7278/2015, it is stated as follows:-

*"4. It is submitted that, on the advise of their well wishers and friends in order to live in peace and harmony by filing this settlement application, the Complainant and Accused, as per board Resolution of the Accused, passed in accordance with Section 305 of the Code of Criminal Procedure, have agreed to settle all their disputes.*



| SL.NO. | AMOUNT<br>(INR) | DATE        | CHEQUE NO |
|--------|-----------------|-------------|-----------|
| 1      | 2,00,000/-      | 25 Aug 2015 | 193117    |
| 2      | 3,00,000/-      | 16 Sep 2015 | 193122    |
| 3      | 3,00,000/-      | 16 Oct 2015 | 193118    |
| 4      | 4,00,000/-      | 16 Nov 2015 | 193119    |
| 5      | 4,00,000/-      | 16 Dec 2015 | 193120    |
| 6      | 4,00,000/-      | 16 Jan 2016 | 193121    |

5. The Complainant has acknowledged the receipt of above-mentioned cheques drawn on Indian Bank, Sadashivnagar Branch, Bangalore. The Parties agree that they will promptly perform their obligations as per the above terms and conditions.

6. If the Accused fails to honor any of installment payments as per the agreed terms of compromise, then the Accused shall liable to pay 18% per annum for the defaulted payment, the complainant is at liberty to execute this compromise. If the Accused No.1 and 2 made payment on or before agreed time as mentioned above, the Complainant has agreed to return the remaining Cheques to the Accused No.1 and 2."

6. After the said application was filed, learned Magistrate had referred the parties to Lok-adalath and on 03.09.2015, case was taken before the Lok-adalath in the presence of conciliators. In view of the settlement arrived between the parties, complaint was disposed off in terms of the settlement



and the accused were acquitted of the offence punishable under Section 138 of the N. I. Act. Since accused had failed to honour the cheques in question, which were issued to the complainant in terms of the settlement as found in the compounding application filed under Section 320 of Cr.P.C., the complainant had filed Execution Case No.872/2016 before the Court of LII Addl. City Civil and Sessions Judge, Bengaluru.

7. Regulation 17 of the National Legal Services Authority (Lok Adalats) Regulations 2009, reads as follows:-

*"17. Award. – (1) Drawing up of the award is merely an administrative act by incorporating the terms of settlement or compromise agreed by 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."*

8. In the case on hand, accused Nos.1 and 2, who had entered into settlement with the complainant had appeared before the Lok-adalat and affixed their signatures not only in the compounding application/joint memo but also in the order sheet of the Lok-adalat and members of the Lok-adalat have also counter signed the order sheet and therefore, the said order dated 03.09.2015 has to be considered as an award passed by the Lok-adalat.



9. Section 21 of the Legal Services Authorities Act, 1987 (hereinafter referred to as 'the Act' for short) reads as follows:-

*"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).]"*

10. From a reading of Section 21 of the Act, it is very clear that every award of the lok-adalat shall be deemed to be a decree of Civil Court which shall be final and binding on parties to the award and the same is executable by a competent jurisdictional Civil Court in the manner known to law.

11. In the case of *Afcons Infrastructure Limited (supra)*, the Hon'ble Supreme Court in paragraph No.38 has observed as follows:-

*"38. The other four ADR processes are non-adjudicatory and the case does not go out of the stream of the court when a reference is made to such a non-adjudicatory ADR forum. The court retains its control and jurisdiction over the case, even when the matter is before the ADR*



*forum. When a matter is settled through conciliation, the settlement agreement is enforceable as if it is a decree of the court having regard to Section 74 read with Section 30 of the AC Act. Similarly, when a settlement takes place before the Lok Adalat, the Lok Adalat award is also deemed to be a decree of the civil court and executable as such under Section 21 of the Legal Services Authorities Act, 1987. Though the settlement agreement in a conciliation or a settlement award of a Lok Adalat may not require the seal of approval of the court for its enforcement when they are made in a direct reference by parties without the intervention of court, the position will be different if they are made on a reference by a court in a pending suit/proceedings. As the court continues to retain control and jurisdiction over the cases which it refers to conciliations, or Lok Adalats, the settlement agreement in conciliation or the Lok Adalat award will have to be placed before the court for recording it and disposal in its terms."*

12. In the case on hand, after the award was passed before the Lok-adalat, the matter was subsequently placed before the Court which had referred the parties to the Lok-adalat and an award has been passed on 07.09.2016 in terms of the settlement arrived between the parties. Therefore, I do not find any merit in the contention urged on behalf of the petitioners that the execution petition was not maintainable since no award



as provided under the law has been passed in the present case. Under the circumstance, the executing Court was justified in dismissing IA Nos.1 and 2 filed on behalf of the petitioners/judgment debtors in Execution Case No.872/2016. The writ petition is accordingly ***dismissed***.

13. The contention urged on behalf of the petitioners that during the pendency of the Execution case, the judgment debtor/petitioners have paid the amount covered under the cheque in question which were the subject matter of the settlement arrived between the parties and accused Nos.3 and 4 are not signatories to the settlement reported before the Lok-adalath etc are all question which can be determined by the Executing Court and it is always open to the petitioners to bring the same to the notice of the Executing Court by filing a memo or affidavit raising the said contentions and if such a memo/affidavit is filed by the petitioners, the Executing Court shall consider the same and pass appropriate orders.

**Sd/-**  
**(S VISHWAJITH SHETTY)**  
**JUDGE**

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