



2026:KER:18727

WP(C) NO. 38944 OF 2018

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**C.R.**

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT**

**THE HONOURABLE MR. JUSTICE P.M.MANOJ**

**MONDAY, THE 2<sup>ND</sup> DAY OF MARCH 2026 / 11TH PHALGUNA, 1947**

**WP(C) NO. 38944 OF 2018**

**PETITIONERS:**

- 1 M/S.PANJOS BUILDERS PRIVATE LIMITED,  
REPRESENTED BY ITS MANAGING DIRECTOR, JOSE MANI, FLAT  
NO.1A, PANJOS GARDENS, PADIVATTOM, KOCHI,  
EDAPPALLY.P.O., COCHIN-682024.
- 2 JOSE MANI,  
AGED 63 YEARS  
S/O.LATE K I MANI, CONTRACTOR, KOTTOOR HOUSE,  
PADIVATTOM, EDAPPALLY.P.O., KOCHI-682024, EDAPPALLY  
VILLAGE, KANAYANNUR TALUK, ERNAKULAM DISRICT, 2284,  
14TH A MAIN, HAL SECOND STAGE, INDIRA NAGAR,  
BANGALORE, PIN-560008.

BY ADVS.  
SRI.JOHNSON GOMEZ  
SRI.C.UNNIKRISHNAN (KOLLAM)  
SRI.S.BIJU (KIZHAKKANELA)  
SMT.A.V.INDIRA

**RESPONDENT(S)/RESPONDENTS:**

- 1 PANJOS GARDEN APARTMENT OWNERS ASSOCIATION,  
PANJOS GARDENS, PADIVATTOM, KOCHI, REPRESENTED BY ITS  
VICE PRESIDENT MANOJ GEORGE PANICKER, PANJOS GARDEN  
APARTMENT OWNERS ASSOCIATION, FLAT NO.15 H,  
PADIVATTOM, EDAPPALLY.P.O., KOCHI-682024.



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- 2 KERALA STATE ELECTRICITY BOARD,  
REPRESENTED BY ITS EXECUTIVE ENGINEER, KSEB,  
ERNAKULAM, PALARIVATTOM, KOCHI-682024.
- 3 CORPORATION OF COCHIN,  
REPRESENTED BY THE SECRETARY, CORPORATION BHAVAN, PARK  
AVENUE ROAD, ERNAKULAM-682018.

BY ADVS.  
SHRI.P.U.SHAILAJAN  
ARUNKUMAR A., SC, KSEB -R2  
SRI.K.P.JUSTINE(KARIPAT)SC, COCHIN CORPORATION  
SMT.VIDYA KURIAKOSE  
SRI.M.R.JAYAPRASAD  
SMT.SETHULEKSHMI PRABHA

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
02.03.2026, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

**C . R .****JUDGMENT***Dated this the 02<sup>nd</sup> day of March, 2026*

The writ petition is filed challenging Ext.P10 order passed by the Permanent Lok Adalat on the ground that the award was rendered beyond the jurisdiction conferred under Sections 22B and 22C of the Legal Services Authorities Act, 1987 (for short 'the Act').

2. The case of the petitioner is that it is a promoter company engaged in the business of infrastructure development and allied activities. Disputes arose between the petitioner company and the first respondent Association, pursuant to which the first respondent approached the Permanent Lok Adalat by filing Ext.P1 original petition. The petitioner filed Ext.P2 written statement, wherein it was contended that Section 22C of the Act delineates the jurisdiction of the Permanent Lok Adalat to take cognizance of cases filed before it. It is submitted that as per section 22C, a party may make an application to the Permanent Lok Adalat



for settlement of a dispute only before the dispute is brought before a court. In the present case, it is further contended that there are pending and past litigation's concerning the subject matter of the complaint now pending before the Permanent Lok Adalat, and that the complainant has suppressed material facts while preferring the said complaint.

3. It is further contended by the petitioner that, as stated in the written statement, the petitioner had already approached the Munsiff Court, Ernakulam by filing O.S.No.604/2007 prior to the initiation of O.P.No.270/2017. Hence, the matter had already been seized of by the Civil Court and, therefore, the Permanent Lok Adalat was barred from considering the disputes raised in the original petition.

4. It is further submitted that Section 22B of the Act, which provides for the establishment of Permanent Lok Adalat contemplates the exercise of jurisdiction only in respect of one or more public utility services and within such areas as may be specified by notification. Therefore, the Permanent Lok Adalat has limited and specified jurisdiction.



5. Section 22A of the Act, provides definitions for the purpose of pre-litigation conciliation and settlement, defines “public utility service” under clause (b) as follows:

“Public utility service” means any—

- (i) transport service for the carriage of passengers or goods by air, road or water; or
- (ii) postal, telegraph or telephone service; or
- (iii) supply of power, light or water to the public by any establishment; or
- (iv) system of public conservancy or sanitation; or
- (v) service in a hospital or dispensary; or
- (vi) insurance service.

6. It is also pointed out that Section 22C(5) of the Act, specifically deals with the conduct of conciliation proceedings before the Permanent Lok Adalat. The provision makes it clear that the primary function of the Permanent Lok Adalat is to facilitate settlement between the parties through conciliation. For the sake of convenience, the relevant provisions are extracted below:

“(5) The Permanent Lok Adalat shall, during the conduct of conciliation proceedings under sub-section (4), assist the parties in their attempt to reach an amicable settlement of the dispute in an independent and impartial manner.



x x x x x

(7) When a Permanent Lok Adalat, in the aforesaid conciliation proceedings, is of the opinion that there exist elements of settlement which may be acceptable to the parties, it may formulate the terms of a possible settlement of the dispute and give the same to the parties concerned for their observations; and in case the parties reach an agreement on the settlement of the dispute, they shall sign the settlement agreement and the Permanent Lok Adalat shall pass an award in terms thereof and furnish a copy of the same to each of the parties concerned.”

Thus, the statute emphasizes conciliation and amicable settlement as the primary objective, and not adjudication of disputes beyond its limited jurisdiction. In this regard, it is further contended that in **Canara Bank v. G.S. Jayarama [2022 LiveLaw (SC) 499]**, the Supreme Court of India had occasion to consider the mandatory nature of the conciliation proceedings to be adopted by the Permanent Lok Adalat.

#### C.2 Mandatory nature of conciliation proceedings

23 We must now address the first issue, i.e., whether the conciliation proceedings before the Permanent Lok Adalats are mandatory before it can decide a dispute on its merits.

24 This issue is clearly resolved from a bare reading of Section 22-C. Section 22C provides a step-by-step scheme on how a matter is to proceed before the Permanent Lok Adalat. The first step is the filing of the application which ousts the jurisdiction of other civil courts, in accordance with sub-Sections (1) and (2). The second step is the parties filing requisite submissions and documents before the Permanent Lok Adalat, in accordance with sub-Section (3). On the completion of the third step to its satisfaction,



the Permanent Lok Adalat can move to the fourth step of attempting conciliation between the parties, in accordance with sub-Sections (4), (5) and (6). Subsequently, in the fifth step in accordance with sub-Section (7), the Permanent Lok Adalat has to draw up terms of settlement on the basis of the conciliation proceedings, and propose them to the parties. If the parties agree, the Permanent Lok Adalat has to pass an award on the basis of the agreed upon terms of settlement. Only if the parties fail to reach an agreement on the fifth step, can the Permanent Lok Adalat proceed to the final step and decide the dispute on its merits. 25 Such an interpretation is also supported by the decision of a two-Judge Bench of this Court in Bar Council of India (supra), where the constitutionality of Chapter VI-A of the LSA Act was upheld. Speaking for the Bench, Justice R M Lodha highlighted that the Permanent Lok Adalats would proceed to 13 adjudication of a dispute on its merits only after attempting and failing to generate a settlement between the parties:

“22. Chapter VI-A inserted by the 2002 Amendment Act in the 1987 Act, as its title suggests, provides for pre-litigation conciliation and settlement procedure...The disputes in relation to public utility service need urgent attention with focus on their resolution at the threshold by conciliation and settlement and if for any reason such effort fails, then to have such disputes adjudicated through an appropriate mechanism as early as may be possible...

23. The Statement of Objects and Reasons itself spells out the salient features of Chapter VI-A. By bringing in this law, the litigation concerning public utility service is sought to be nipped in the bud by first affording the parties to such dispute an opportunity to settle their dispute through the endeavours of the Permanent Lok Adalat and if such effort fails then to have the dispute between the parties adjudicated through the decision of the Permanent Lok Adalat...

[...]

26. It is necessary to bear in mind that the disputes relating to public utility services have been entrusted to Permanent Lok Adalats only if the process of conciliation and settlement fails. The emphasis is on settlement in



respect of disputes concerning public utility services through the medium of Permanent Lok Adalat. It is for this reason that sub-section (1) of Section 22-C states in no unambiguous terms that any party to a dispute may before the dispute is brought before any court make an application to the Permanent Lok Adalat for settlement of dispute. Thus, settlement of dispute between the parties in matters of public utility services is the main theme. However, where despite the endeavours and efforts of the Permanent Lok Adalat the settlement between the parties is not through and the parties are required to have their dispute determined and adjudicated, to avoid delay in adjudication of disputes relating to public utility services, Parliament has intervened and conferred power of adjudication upon the Permanent Lok Adalat.”

(emphasis supplied)

26 The appellant’s argument, however, is that if the opposite party does not appear before the Permanent Lok Adalat, it can dispense with the conciliation proceedings and straightaway adjudicate the dispute under Section 22-C(8). We are unable to accept this submission. Even if the opposite party does not appear, the Permanent Lok Adalat is still bound to follow the step-by-step procedure laid down by Section 22-C. Under Section 22-C(3), it would require the party before it to file their submissions and documents, and make the best efforts to communicate them to the opposite party for their response. If it is satisfied that no response is forthcoming from the absent opposite party, the Permanent Lok Adalat shall still attempt to settle the dispute through settlement under Section 22-C(4). It is important to remember that Section 22-C(5) imposes a duty upon the Permanent Lok Adalat to be independent and impartial in attempting to amicably settle the dispute, while Section 22-C(6) imposes a duty upon the party present before the Permanent Lok Adalat to cooperate in good faith and assist the Permanent Lok Adalat. Thereafter, the Permanent Lok Adalat, based on the materials before it, shall propose terms of settlement and communicate them to both parties, regardless of whether they participated in the proceedings. If the party present before the Permanent Lok Adalat does not agree or if the absent party does not respond in a sufficient period



of time, only then can the Permanent Lok Adalat adjudicate the dispute on its merits under Section 22-C(8). Keeping in mind the principles enshrined in Section 22-D, the Permanent Lok Adalat shall once again notify the absent party of its decision to adjudicate the dispute on its merits, in case it wishes to join the proceedings at that stage.

27 Section 22-C(8) is amply clear that it only comes into effect once an agreement under Section 22-C(7) has failed. The corollary of this is that the proposed terms of settlement under Section 22-C(7), and the conciliation proceedings preceding it, are mandatory. If Permanent Lok Adalats are allowed to bypass this step just because a party is absent, it would be tantamount to deciding disputes on their merit ex parte and issuing awards which will be final, binding and will be deemed to be decrees of civil courts. This was simply not the intention of the Parliament when it introduced the LSA Amendment Act. Its main goal was still the conciliation and settlement of disputes in relation to public utilities, with a decision on merits always being the last resort. Therefore, we hold that conciliation proceedings under Section 22-C of the LSA Act are mandatory in nature.

C.3 Whether Permanent Lok Adalat has adjudicatory functions

28 The second issue which is in contention before this Court is whether the Permanent Lok Adalat has any adjudicatory function. As highlighted in the Objects and Reasons accompanying the LSA Amendment Act, its introduction led to the creation of two different types of Lok Adalats. The first is a Lok Adalat constituted under Section 19 of the LSA Act, having no adjudicatory power, which can only conduct conciliatory proceedings. The second is a Permanent Lok Adalat, established under Section 22-B(1) of the LSA Act in respect of public utility services, which can carry out both conciliatory and adjudicatory functions, subject to the procedure to be followed under Section 22-C of the LSA Act. The scheme of the LSA Act makes clear the distinction between the two types of Lok Adalats. Section 20 of the LSA Act provides that the Lok Adalat shall aim to arrive at a compromise or settlement between the parties. If no such compromise or



settlement is arrived at, then the record of the case is returned to the court from which the Lok Adalat had received the reference. The court would then proceed to adjudicate the dispute. On the other hand, Section 22-C of the LSA Act provides that a party to a dispute, prior to bringing a dispute before the court, i.e., at the pre-litigation stage, can make an application to a Permanent Lok Adalat for the settlement of a dispute. The Permanent Lok Adalat would first conduct conciliation proceedings and attempt to reach an amicable settlement of the dispute. However, if the parties fail to reach an agreement, it shall decide the dispute, as long as the dispute does not relate to an offence. Section 22-D further indicates that the Permanent Lok Adalat is empowered to decide the dispute between the parties on merits.

7. However, it is contended that the petitioner was initially set ex parte, pursuant to which the petitioner filed Ext.P8 application seeking to set aside the ex parte order. The said application was considered by the Permanent Lok Adalat, which permitted the petitioner to contest the matter on payment of certain costs, as directed in Ext.P9. Although the petitioner has stated that the costs were paid, there occurred a slight delay in effecting such payment as stipulated therein.

8. It is further submitted that, without properly considering the contentions raised by the petitioner, the Tribunal proceeded to pass an award under Section 22C(8) of



the Act. According to the petitioner, the jurisdiction exercised by the Permanent Lok Adalat is beyond the scope of its statutory powers and, therefore, the award is unsustainable in law. For this reason, the present writ petition has been filed challenging Ext.P10 award. Though notice has been duly served on the first respondent, there is no appearance on behalf of the first respondent.

9. However, on a perusal of the records and pleadings in the matter, it does not appear that the dispute considered by the Permanent Lok Adalat falls within the ambit of the definitions of “public utility service” so as to attract the jurisdiction vested in it under the Act. Moreover, Section 22C specifically contemplates pre-litigation proceedings, which stipulate that *“any party to a dispute may, before the dispute is brought before any court, make an application to the Permanent Lok Adalat for the settlement of the dispute.”*

10. In the present case, in the written statement filed by the petitioner before the Permanent Lok Adalat, it was



specifically contended that the first respondent had already approached the Munsiff Court, Ernakulam by filing O.S.No. 604/2007, seeking reliefs similar in nature to those prayed for in the original petition before the Permanent Lok Adalat. In such circumstances, there is a clear violation of Section 22C of the Act, resulting in the ouster of jurisdiction of the Permanent Lok Adalat as contemplated under Section 22B.

11. Further, the Permanent Lok Adalat cannot adjudicate a dispute without first complying with the mandatory conciliation procedure prescribed under Section 22C, particularly sub-sections (5) and (7). The explanation offered by the Adalat, namely, the respondent did not appear after filing the written statement and therefore conciliation was not possible, cannot be accepted. The Supreme Court of India has categorically held that adjudication under Section 22C(8) can be resorted to only when a party present before the Permanent Lok Adalat does not agree for settlement, or when the absent party fails to respond within a reasonable time.



12. In the present case, though the petitioner was initially set ex parte, the petitioner subsequently appeared before the Adalat and filed an application to set aside the ex parte order. Merely on the ground of delay in remitting the costs as directed, the Permanent Lok Adalat proceeded to decide the matter on merits. Such a course of action is not contemplated either under the statutory provisions or under the law laid down by the Apex Court.

In the above circumstances, this Court finds sufficient reasons to interfere with the award passed by the Permanent Lok Adalat, as it is clearly beyond the jurisdiction contemplated under Sections 22B and 22C of the Act. Taking note of the fact that the parties have already approached this Court for reference of the dispute to arbitration, pursuant to which arbitration proceedings have been concluded, Ext.P10 order is set aside and the writ petition is allowed.

Sd/-

**P . M . MANOJ**  
**JUDGE**

**APPENDIX OF WP(C) NO. 38944 OF 2018****PETITIONER EXHIBITS**

- EXHIBIT P1** A TRUE COPY OF THE COMPLAINT IN OP.NO.270/2017 FILED BY THE FIRST RESPONDENT BEFORE THE PERMANENT LOK ADALATH AT ERNAKULAM FOR PUBLIC UTILITY SERVICES.
- EXHIBIT P2** A TRUE COPY OF THE WRITTEN OBJECTION SUBMITTED BY THE PETITIONERS BEFORE THE PERMANENT LOK ADALAT, ERNAKULAM.
- EXHIBIT P3** A TRUE COPY OF THE PLAINT IN OS.NO.604 OF 2007 FILED BY THE FIRST RESPONDENT BEFORE THE MUNSIF COURT, ERNAKULAM.
- EXHIBIT P4** A TRUE COPY OF THE JUDGMENT DATED 26TH OCTOBER 2007 IN O.S.NO.6 OF 2007 AND CONNECTED CASES PASSED BY THIS HON'BLE COURT.
- EXHIBIT P5** A TRUE COPY OF THE ARBITRATION AWARD DATED 29.2.2008.
- EXHIBIT P6** A TRUE COPY OF THE PLAINT IN O.S.NO.717 OF 2017 FILED BY THE FIRST PETITIONER AND ANOTHER BEFORE THE MUNSIF COURT, ERNAKULAM DATED 24 JUNE 2017.
- EXHIBIT P7** A TRUE COPY OF THE INTERIM ORDER DATED 27TH JUNE 2018 IN IA.NO.4122 OF 2017 IN O.S.NO.717 OF 2017 PASSED BY THE 1ST ADDL. MUNSIF COURT, ERNAKULAM.
- EXHIBIT P8** A TRUE COPY OF THE IA.NO.116 OF 2018 IN OP.NO.270 OF 2018 FILED BY THE PETITIONERS BEFORE THE LIK ADALATH DATED 4.5.18.
- EXHIBIT P9** A TRUE COPY OF THE MEMO DATED 24.7.2018 BEFORE THE PERMANENT LOK ADALATH.
- EXHIBIT P10** A TRUE COPY OF THE ORDER DATED 30.7.2018 IN OP.NO.270 OF 2017 PASSED BY THE PERMANENT LOK ADALATH ERNAKULAM.

//TRUE COPY//  
PA TO JUDGE