



2026:AHC-LKO:31501-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 12174 of 2025

Smt. Sushma Devi

.....Petitioner(s)

Versus

State Of U.P. Thru. Prin. Secy. Deptt. Of Law Lko.
And 2 Others

.....Respondent(s)

Counsel for Petitioner(s) : Ashutosh Misra, Ziya Ahmad
Counsel for Respondent(s) : C.S.C., O.P. Tiwari, Shishir Jain, Vijay
Dixit

Court No. - 3

**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.**

1. Heard learned counsel appearing on behalf of the parties.

2. This is a writ petition under Article 226 of the Constitution of India wherein the writ petitioner has prayed for the following substantial relief(s):

"i. A writ, order or direction in the nature of certiorari to quash the impugned order dated 30.06.2025 (contained in Annexure No.1), as well as the impugned order/report dated 12.06.2018 (contained in Annexure No.3), passed by the respondent No.2 i.e. The Court of District Legal Service Authority Unnao in the interest of justice."

3. After hearing this matter at length, the following order was passed by a co-ordinate Bench of this Court on February 3, 2026:-

"1. Counter affidavit filed by the respondent No.3 today in Court is taken on record.

2. Heard learned counsel appearing on behalf of the parties.

3. From a perusal of the records, it appears that by an order dated June 12, 2018, Mohd. Rashid, ADJ/ FTC-I, Unnao, passed an order ratifying a divorce between the petitioner and the private respondent No.3 on the basis of a report submitted by a Mediator dated June 12, 2018.

4. Sri Vijay Dixit, learned counsel appearing on behalf of the respondent No.2/

Secretary, District Legal Services Authority, has fairly submitted that the impugned order is way beyond the jurisdiction of the Lok Adalat, as such an order could only have been passed under Section 13B of the Hindu Marriage Act, 1955, by a Family Court (Civil Court).

5. In light of the above, we direct Mohd. Rashid, who is presently working as Registrar in the State Consumer Disputes Redressal Commission, Lucknow, Uttar Pradesh, to file an affidavit explaining the order passed by him on June 12, 2018.

6. We are further of the opinion that the manner in which this order of alleged divorce has been taken appears to be a fraud committed by the private respondent No.3 against the petitioner. However, it is also an admitted position by both parties that the petitioner left the house of the private respondent No.3 and, subsequently, the private respondent No.3, on the understanding that a divorce had taken place, has remarried and is now sustaining a family with his new wife.

7. In our view, the present situation requires an amicable solution between the parties as the petitioner also does not wish to go back to the private respondent No.3.

8. The matter may be referred to the Mediation & Conciliation Centre of this Court immediately, wherein the Mediator is directed to mediate on the quantum of money/ jewellery, etc., to be given to the petitioner by the respondent No.3 and to mediate on the aspect of filing an application under Section 13B of the Hindu Marriage Act, 1955, in accordance with law, so that the matter can be brought to an amicable solution.

9. The parties are directed to appear before the Mediation & Conciliation Centre of this Court on February 11, 2026.

10. List this matter on February 25, 2026 in the list of fresh cases alongwith the report of the Mediator.

11. When the case is listed next, the names of Sri O.P. Tiwari, Advocate and Sri Vijay Dixit, Advocate shall be shown in the cause list from the side of the respondents."

4. Subsequent to passing of the above order, Shri Mohd. Rashid, Registrar, State Consumer Disputes Redressal Commissioner, U.P., Lucknow who was acting as a mediator between the petitioner and respondent No.3, has filed an affidavit and has categorically stated that he

has not passed any order of divorce of the petitioner and respondent No.3. He further submits that the recordings of the mediation were only made and the said recordings of the mediation cannot be construed in any manner to be a divorce between the petitioner and respondent No.3. The relevant averment from his personal affidavit dated 18.02.2026 is being extracted as follows:-

"11. That the answering deponent respectfully submits that he has not "ratified" the report dated 12.06.2018, as observed in paragraph 3 of the order dated 03.02.2026. It is humbly clarified that the deponent himself acted as the Mediator in the said proceedings and, in that capacity, was not vested with any adjudicatory jurisdiction. At the pre-litigation stage, a Mediator is not empowered to grant, ratify, or pass any order of divorce, his role being confined solely to facilitating discussions and recording the terms of settlement, if any. It is clarified that the deponent was the original author of the report in his capacity as the designated Mediator; as such, the question of "ratifying" one's own facilitative record in a judicial capacity does not arise."

5. Diving deep into the present issue, which is engaging our attention, it appears that the whole controversy erupts from the fact that Respondent No. 3 (husband) preferred a pre-litigation suit no. 92/2018 before the District Legal Services Authority, Unnao. (herein-after referred to as the "Authority"). Records reveal that the said Authority issued Notice on 01.06.2018 on the said Application of the Respondent No.3 and the matter was fixed on 12.06.2018, wherein on the same date itself, the matter was referred to mediation between the parties.

6. It has been alleged that the Respondent No. 3 (husband) fraudulently obtained the signatures of the petitioner (wife) on schedule- 5 and prepared a settlement term for divorce on 12.06.2018 itself before the Authority and thereafter the matter came to be disposed of by the Authority vide order dated 14.07.2018 in terms of the settlement.

7. Allegation and counter-allegations have been rife inter-se between the petitioner (wife) and Respondent No.3 (Husband). The Respondent No. 3(husband) relied on the settlement dated 12.06.2018 and the order dated 14.07.2018 before the Authority to contend that the divorce has been

granted by mutual consent and both the parties have been living separately ever since the said order, whereas the petitioner (wife) is disputing the said settlement/ order of the Authority and has contended that the said settlement to be a farce as according to her even after the aforesaid settlement/order of the Authority both the parties have been living together as husband & wife and as a matter of fact a girl-child (Gunjan) had also been born out of the said wedlock on 22/11/2019. Thus, it has been submitted by her that the settlement/order of the Authority is without any force of law.

8. In the understanding of this court the controversy attained its climax, when the Respondent No. 3 (Husband) unscrupulously and in the most illegal manner started justifying his second marriage on the basis of the said settlement/order of the Authority prompting the petitioner (wife) to approach the DLSA by preferring a review application. The Authority vide order dated 30.06.2025, although dismissed the application of the petitioner but clarified that nowhere in the order passed by the authority has it been held that the marriage between the parties has been declared as a nullity.

9. It is this dismissal of the review order and the settlement/order of the Authority has been sought to be interdicted in the present Writ Petition.

10. Upon a perusal of the said mediation order as well as the Affidavit of the aforesaid Mohd. Rashid, we are also of the view that till date there has been no divorce between the petitioner and the respondent No.3. It is to be further noted that since the issue between the parties were essentially arising due to a matrimonial dispute, we had sent this matter for mediation before the Mediation Centre of this court, in order to put a quietus to the whole controversy. However, a report has been placed before us indicating therein that no settlement has been arrived between the parties.

11. Since no settlement has been reached between the parties, the entire controversy between the parties remained unresolved and issues were left open. Although, this court does not intend to resolve the controversy in the present writ petition and parties are obviously at liberty to raise

them/these in appropriate proceedings, but we feel rather disturbed as to the manner in which the District Legal Services Authority, Unnao has conducted itself in this present matter. The secretary of District Legal Services Authority belongs to a cadre of Senior Judicial Officer, who is expected to be well versed with the law and judicial process. This court finds several shortcomings in the manner in which the present matter has been handled by the Authority.

12. As far as the District Legal Service Authority is concerned, the same is constituted under Section-9 of the Legal Service Authority Act, 1987 (herein-after referred to as 'Act') and functions as per Section 10 of the said Act. The primary object under the Act of the Authority is to provide free Legal Services to the weaker sections of the society and to organize Lok Adalats for amicable settlement of disputes. By an amendment in the year 2022 of the said Act, the concept of 'pre-litigation and settlement' has been introduced by inserting Sections 22A to 22E to the said Act.

13. Broadly, the Lok Adalat, entertains two categories of cases. The first being cases referred by the court and the second being pre-litigation matter i.e. where matter have not been referred and are not pending before any court. As far as the first category is concerned, it is the essential duty of the referral court to examine as to whether the matter could be referred for settlement and/or order by the Lok Adalat or not. At any rate, in these type of cases, the referral court always acts as the court and/or authority wherein the matter reaches its logical end as the role in Lok Adalat is limited to negotiation and/or entering into a settlement agreement etc. only. However, as far as the present case is concerned, records reveal that the controversy ensues from a pre-litigation suit filed by the parties before the "District Legal Services Authority", wherein there is no case pending before any court or there is no reference by any court. Thus, the responsibility of the Lok Adalat and/or the Authority in pre-litigation matters are obviously more and higher standards of scrutiny and quality of administration of justice is obligated on them in all such cases, wherein the cases are not referred by regular courts.

14. No doubt, in pre-litigation matters, the Lok Adalat and/or the Authority is not expected to follow the rigours of a regular court, keeping

in view the congenial environment, it is obligated to provide for litigants to resolve their issues, however it has to be also borne in mind that the Lok Adalat/Authority essentially functions under the provisions of the Act, whether it is under the Act or Section 12-A of the Commercial Court Act, 2015 and as such have a stamping of law and cannot afford to deal with the matter casually or in a manner unknown to the procedure of law. Thus, in order to regulate the functioning of these Lok Adalats, the Central Authority in exercise of its powers conferred by Section 29 of the Act, framed the "National Legal Services Authority (Lok Adalats) Regulations, 2009" (herein-after referred to as the 'Regulations').

15. Regulation 2(ba), which came to be inserted vide notification dated 25.10.2018, defined 'Pre-Litigation matter' to be a dispute between the parties which is not filed before the court. Regulation 6(c) defines composition of Lok Adalat at District Level in the following manner:

"The Secretary of the District Authority organizing the Lok Adalats shall constitute benches of the Lok Adalat, each bench comprising of a sitting or retired judicial officer and any one or 2 two of the following:-

(i) a member of the legal profession;

(ii) a social worker belonging to the category as mentioned in item(ii) of sub-para (a) above or a person engaged in para-legal activities of the area, preferably a woman;

(iii) a professional from the field related to the subject matter of the Lok Adalat; and

(iv) a mediator or a professional or a serving or retired senior executive."

16. As far as the Jurisdiction of Lok Adalats is concerned, Regulation 9, specifically says that Lok Adalats shall have the power only to help the parties to arrive at a compromise or settlement between the parties to a dispute and, while doing so, it shall not issue any direction or order in respect of such dispute between the parties.

17. Further, Regulation 10 vividly explains the kind of cases and/or matters that can be referred to Lok Adalat as delineated herein below:

"10. Reference of cases and matters. - (1) Lok Adalat shall get jurisdiction to deal

with a case only when a court of competent jurisdiction orders the case to be referred in the manner prescribed in Section 20 of the Act or under Section 89 of the Code of Civil Procedure, 1908 (5 of 1908). 7 (1A) A pre-litigation matter may be referred to the Lok Adalat by the concerned Legal Services Institution on the request of any of the parties after giving a reasonable opportunity of being heard to the other party.

(2) A mechanical reference of pending cases to Lok Adalat shall be avoided and the referring court shall, prima facie satisfy itself that there are chances of settlement of the case through Lok Adalat and the case is appropriate to be referred to Lok Adalat:

Provided that matters relating to divorce and criminal cases which are not compoundable under the Code of Criminal Procedure, 1973 (2 of 1974) shall not be referred to Lok Adalat.

(3) In a pending case where only one of the parties had made application to the court for referring the case to Lok Adalat, or where the court suo motu is satisfied that the case is appropriate to take cognizance by Lok Adalat, the case shall not be referred to the Lok Adalat except after giving a reasonable opportunity of being heard to the parties.

(4) The need based continuous Lok Adalats may be constituted in order to facilitate regular reference and timely disposal of cases."

18. Coming back to the issue engaging the attention of this Court, we can say that, in the first place that any matter relating to "divorce" cannot be referred to a Lok Adalat as specifically provided in the proviso to Regulation 10(2). This Court fails to comprehend that when a divorce matter itself cannot be referred to Lok Adalat, how a decree of divorce could have been expected to be granted by any Lok Adalat in a pre-litigation matter.

19. Further, the law provides that even if it is referred, it was incumbent upon the Lok Adalat bench, as per Regulation 6(c) to ensure strict compliance as per Regulation 9, which provides that Lok Adalat shall only have the power to help and clearly not direct the parties to arrive at a compromise or settlement between the parties to a dispute. It ought to act as a facilitator and not as an adjudicator. Further, Regulation 17 in unequivocal terms prescribes that drawing up of an Award by the Lok

Adalat is merely an administrative act by incorporating the terms of settlement or compromise agreed by parties under the guidance and assistance from Lok Adalat. Thus, a duty is casted on Lok Adalats to ensure that the terms of settlement are well understood by the parties and is not illegal. Regulation 17(5) makes for an interesting read, which is being quoted to highlight the duties, which was expected from the Lok Adalats, which is generally headed by a Senior Judicial Officer:

"17 (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."

20. On a closer examination of the settlement agreement arrived between the parties in the present case, it is apparent that some of the terms like "each party are free to re-marry" as mentioned at point no. 6(cha) is absolutely illegal and forbidden by law. This court is unable to understand as to how and in what manner the said settlement could had been signed and would had passed the eye-test of the members of the Lok Adalat in the first place, especially when it is quite understandable from the facts that parties had approached the Lok Adalat and/or Authority under a pre-litigation suit and had not been divorced as per law as on that date. Any such terms in the agreement, if at all mentioned ought to mention that the said terms would come into being only after a Divorce is granted by a competent court. Unfortunately, the agreement fails to even pass the basic test of being reasonable and understandable. The terms according to this court would give an altogether different perspective by any unscrupulous person like the respondent No.3(husband) in the present case. It is for these very reasons that the regulations provide that there should not be any mechanical manner of drawing the terms of settlement of disputes in Lok Adalat.

21. We see from a plain reading of the regulations that a very detailed procedure and mechanism has been prescribed to be followed, which if observed in its letter and spirit would have averted a situation like the present case, wherein it has been alleged that the respondent No.3 (Husband) as being a person having some kind of connection with the Lok Adalat Authority, orchestrated the whole settlement. According to this Court, it is for ruling out this kind of eventuality that Regulation 17(6) provides that 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.

22. In any case, this court notes that the 'icing on the cake' in the present matter is the cryptic orders dated 12.07.2018 & 14.07.2018 passed by the Lok Adalat/Authority, relating to settlement. These orders obviously have been passed in a mechanical manner and without any application of mind. The Lok Adalat/ Authority should be conscious and remember that when Regulation 17(7) specifically proscribes grant of divorce by mutual consent, which means it was not within the legal competency of the Lok Adalat to grant any prayer of divorce, it is starting to see this kind of cryptic orders passed under the Regulations. Therefore, the ground taken by the respondent No.3(Husband) that the settlement/orders of the Authority or the Lok Adalat was assumed to be a divorce is without any basis or force of law. The said understanding has to be taken with a pinch of salt as *ignorantia juris non excusat* (ignorance of law excuses no one).

23. We are clear in our mind that the establishment of Lok Adalats are crucial for fostering an accessible, affordable, and swift justice delivery system in India and parties must be encouraged for settlement. However, it is also clear like 'day light' that it ought to be approached for purposes of settlement terms only and not for any grant of divorce, as has been sought to be done in the present case. The tearing hurry as shown by the Lok Adalat/ Authority in the present facts ought to be avoided in all circumstances, as we find that the events of notice to the opposite party; reference to mediation and settlement agreement on the same date. The

Lok Adalat/DLSA should remember that in order to foster faith and trust, they ought to have acted reasonably and dispassionately, especially in matrimonial cases, wherein besides the rights of the parties it also has an emotional connect to the issue. No doubt, we are aware of the incentive these Lok Adalat provides in resolving any issues and the pivotal role being played in this regard by them, however as this Court firmly believes that in all matrimonial cases, no party wins as it is a defeat only, be it the status of the individual parties or the marriage institution, the Lok Adalats ought to be empathetically sensitive to the issues brought before it. The Lok Adalats/ DLSA have a very significant role to play in dispensing Justice and are expected of a larger role to play in cost-effective and expeditious disposal of matters, however in the name of expedition and disposal, the Rules and the Regulations of the Legal Service Authority Act cannot be diluted and/or tweaked in any manner, if we want to build a robust alternative forum for redressal of grievances through the mechanism of Lok Adalat/DLSA.

24. It is one thing to say that Lok Adalats/DLSA have played a pivotal role in unclogging the ever bulging Judicial backlog, so as to enable more people to access justice effectively, but it is another thing to say that the Lok Adalat/ DLSA has usurped the power of a competent court and acted in a manner, which it was not authorised under the prevailing law. We are of the view that the manner in which the present issue has been dealt by the Lok Adalat/ DLSA not only has usurped the power of the Family Court to grant a decree of divorce but the cryptic order passed by them, has, as a matter of fact given rise to multiplicity of proceedings, affecting the status and rights of several people, which according to this Court was neither envisaged nor intended by the provisions of the Act. It is expected that these Lok Adalats/ DLSA, who are harbingers of early disposal should exercise their powers strictly within the four corners of law as provided under the provisions of the Act and the Regulations framed therein and should not wander into the realms, which is exclusively reserved for regular courts/tribunals.

25. In light of the above, we dispose of this writ petition by categorically stating that till date there has been no formal divorce decree between the petitioner and respondent No.3. The petitioner shall also be at liberty to

proceed in accordance with law against respondent No.3, as legally advised.

26. A copy of this order may be placed before the Registrar General of this Court with a direction to circulate this order with the Lok Adalats/DLSA of the State of U.P. for its necessary compliance and future reference.

(Abdhesh Kumar Chaudhary,J.) (Shekhar B. Saraf,J.)

April 30, 2026

Ashutosh