

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**Civil Revision No.1738 of 2017 (O&M)
Decided on : 10.03.2017**

Ashok Kumar Bali

... Petitioner

Versus

Raj Paul Gulati and another

... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present : Mr. A.P. Jain, Advocate for the petitioner.

G.S. Sandhawalia, J. (Oral)

The petitioner-tenant is in revision against the order passed by the Rent Controller on 16.11.2016, whereby the application for sending the case to Mediation was rejected.

The application was rejected on the ground that an Memorandum of Understanding (hereinafter referred to as 'MOU') was duly signed by the wife of the tenant, who had been sued through her husband in the eviction petition. She in her statement made on 26.09.2016 had undertaken to vacate the premises by 30.11.2016. Resultantly, keeping in view the said fact, the application was rejected.

An appeal was filed before the Appellate Authority taking the plea that the landlord did not require the premises and they were NRIs. The rent had been paid and only 5 months arrears were due. The Appellate Authority noticed that the counsel at that point of time sought time till 30.04.2017 for vacating the premises as per the terms of the MOU. The prayer for continuing in the premises was, thus, rightly rejected on the ground that the same was filed before the trial Court and duly signed by the appellant-tenant as well by the wife and counsel apart from the landlord-petitioner and his counsel. The same had been accepted on 26.09.2016 and, therefore, once the tenant had appeared before the trial Court and authenticated the MOU, he could not be allowed to back out from the same. Accordingly, the appeal has been dismissed on 14.12.2016, which is also subject matter of challenge.

The orders passed as such do not suffer from any infirmity which would warrant interference. The petition had been filed as noticed for arrears of rent from 30.09.2012, apart from bonafide requirement. The matter had been duly compromised and an MOU had been reduced into writing which has, thereafter, been presented in the Court, on the basis of which the statements were recorded, as noticed by the Appellate Authority. Sufficient time was given at that point of time to vacate the premises by 30.11.2016, in view the fact that there was festive season on. The application, thereafter, was filed for referring the matter to mediation. It is a common cause that mediation is a process where both the parties are associated jointly and cannot be as such forced upon any party who is not willing. There has to be consent of both sides and process of mediation is a process where two parties can resolve their issues jointly.

In such circumstances, the application which has been filed is in the absence of a legal right and the landlord cannot be forced to get the matter mediated upon and the tenant cannot be permitted to back out of his undertaking duly given in the Court.

In such circumstances, the impugned orders do not suffer from any infirmity, which would warrant any interference by this Court. The revision petition is, accordingly, dismissed in limine.

MARCH 10, 2017
Naveen

(G.S. SANDHAWALIA)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No