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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Decided on: 23rd May, 2018

+ CM(M) 1183/2017 and CM 38367/2017

RAMJI LAL & ANR

..... Petitioners

Through: Mr. Arvind Nagar and Mr. Vipin
Chaudhary, Advocates

versus

NAND KISHORE & ANR

..... Respondents

Through: Mr. Ankit Gupta and Mr. Sanjeev
Goyal, Advocates for R-1 & 2

CORAM:

HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT (ORAL)

1. The process of mediation is one of the several statutorily recognized modes of settlement of disputes available as alternative to adjudicatory process in the court. Court annexed mediation process is now an established institution receiving recognition for the invaluable services thereby provided, the hallmark whereof is that it is an exercise in which the litigants, aided and assisted by their respective counsel and a neutral mediator, participate of their own volition with the objective of searching for common grounds that would throw up solutions to the vexed problem they face, the solutions being such as to which each side may be agreeable thereby not only to end the existing feud but also bring lasting peace to them.

2. The legislative command encapsulated, *inter alia*, in Section 89 of the Code of Civil Procedure, 1908 expects the civil court to “*effect a compromise between the parties*”, also where a dispute is referred for mediation, by following the prescribed “*procedure*”. In this context, it is pertinent to also note that reference of the dispute in a pending *lis* is made by the court primarily upon it appearing to it that “*there exist elements of a settlement which may be acceptable to the parties.*” It is inherent in this scheme of things that, when a civil dispute is referred to the process of mediation, everyone – and that includes not only the parties and their counsel but also the mediator and, above all, the court – bears in mind that the compromise which is brokered through such method must always, and invariably, be not only “*lawful*” but also enforceable. Further, by virtue of the provision contained in Rule 3 of Order XXIII CPC, the proceedings in a suit terminate upon a decree being passed on it being proved to the satisfaction of the court, *inter alia*, that there is a “*lawful agreement or compromise in writing and signed by the parties*”.

3. The resort to alternative dispute resolution methods is the extant policy of the State not only because it encourages parties to peacefully settle by some give and take but also because it reduces the burden on the courts of the adjudicatory responsibilities which are time consuming, rendering the need for approach to the appellate or revisional courts virtually nugatory. If the mediation process is handled properly, and in accordance with law, it creates a win-win situation, the benefits of which are reaped not only by the disputants but also by the society at large. In contrast, if the product of the

mediation process were to create new complications for the litigants giving rise to new set of grievances, the mediator who was responsible for overseeing the process and the court which had put its seal on such end-result would have rendered dis-service to the cause of justice, in particular, and to the society at large, in general. The matter at hand provides for an illustration of the latter kind.

4. This petition has been filed invoking Article 227 of the Constitution of India to challenge the order dated 24.08.2017 passed by the Senior Civil Judge on the file of the execution case (Ex. 78/17) whereby the petitioners have been directed to pay Rs.10,000/- p.m. to the respondents with effect from 01.07.2010 till date of the order, it having been made operative till further decision on the “interim measure”. The execution proceedings were taken out by the respondents on the basis of final order and decree passed on 05.07.2010 by the Senior Civil Judge (East) on the file of civil suit (suit 214/2010), the said decree, in turn being based on a settlement arrived at between the parties on 01.07.2010 before the mediator deputed by Delhi Mediation Centre, Karkardooma Courts Complex, Delhi.

5. The civil suit, on the file of which the aforesaid decree was passed, had been filed by the respondents against the petitioners on 25.06.2010 for the relief of permanent injunction. Having regard to the facts and circumstances which have come to the fore at the hearing on this petition, and the way in which the case was handled by the mediation centre, followed by the manner in which the Senior Civil Judge proceeded to decide the case, almost mechanically, without

applying its mind, giving rise to complications at the stage of execution, it is necessary to look into the facts in detail.

6. The Civil Suit filed by the respondents (plaintiffs) against the petitioners (defendants) made the following prayers :

“a. Pass a decree of permanent injunction in favour of the plaintiffs and against the defendants thereby restraining the defendants, their associates etc from dispossessing the plaintiffs forcibly from the red and green colour portions of the suit property or from interfering in the peaceful work of Puja Archana etc. by the plaintiffs on the ground floor and first floor of the suit property, in Durga Mandir temple situated in property no.7/66-67, Block 7, Durga Mandir, Bhim Gali, Vishwas Nagar, Delhi-110 032, the suit property shown in red and green colour in the enclosed site plan (Annexure A & B).

b. cost of proceedings may also granted in favour of the plaintiffs and against the defendants.”

7. The plaintiff would not make it clear as to who owns or controls the subject property. As per the averments in the plaint, the first respondent (plaintiff no.1) claims to be *“in physical possession”* since 1975, residing in the portion thereof, he, having constructed the said property and the temple *“with his efforts and with the cooperation of locality persons”*, he having been engaged in maintaining and doing *pooja archana* on the ground and first floor of Durga Mandir Temple and *“working there as Pujari”*, residing in the portion at ground floor with his wife and his son, *i.e.*, the second respondent (plaintiff no.2), in addition to the wife of the said son. The plaint alleged that on 23.06.2009, the defendants (petitioners herein) had come to the suit premises and made an attempt to throw out the goods of the plaintiffs

(the respondents herein) forcibly from the suit property, with the intention “to grab”, asserting that “they are office bearers of a society *Shri Durga Mandir Sewa Samiti, Vishwas Nagar, Delhi*”.

8. As noted above, the suit was presented on 25.06.2010, cause of action having been claimed against the defendants, they having been alleged, *albeit* indirectly, to be representing a society called *Shri Durga Mandir Sewa Samiti*.

9. It appears that no written statement was filed and instead the parties were referred, immediately on appearance of the defendants, to the process of mediation through District Mediation Centre. On 01.07.2010, in less than a week of filing of the suit, a compromise had been worked out by the mediator. A copy of the settlement agreement recorded by the mediator has been filed and may be extracted as under:-

“...The present case has been received from the court of Shri Babu Lal, Ld. POIT-II, KKD Courts, Delhi for mediation. This is a suit for permanent injunction filed by the plaintiffs against the defendants.

Sh. Nand Kishore who is claiming as pujari of Durga Mandir at Ground Floor and Sai Mandir at First Floor, Bhim Gali, Vishwas Nagar, Delhi since last so many years and he is staying alongwith his wife in the premises of the temple. Sh. Ramji Lal is cashier and Sh. Naresh Aggarwal is secretary of Durga Mandir Samiti as claimed by them and stated that temple belongs to the Samiti.

Heard, both the parties. Various proposals came up for consideration. Finally, without prejudice to the rights of ownership over the property, both parties have come to

an amicable settlement on the following terms and conditions.

1. It is settled between the parties that Sh. Nand Kishore working as a Pujari shall continue pooja-archana in the temple-Durga Mandir at Ground Floor and Sai Mandir at First Floor, Bhim Gali, Vishwas Nagar, Delhi as Pujari and shall remain in the premises alongwith his wife.

2. It is also settled that since Nand Kishore is an old aged person of 75 years age, his any one son out of six sons can lookafter him and society shall make reasonable payment to him for his services. None of the family of any son shall remain stay in the temple.

3. It is settled that Samiti shall not threat son of Sh. Nand Kishore.

4. It is further settled that Sh. Nand Kishore shall not be dispossessed by the Durga Mandir Samiti from the temple without due process of law.

5. It is further settled that Samiti shall not depute any other permanent Pujari/Pandit till Sh. Nand Kishore is serving the temple.

6. That the above-said agreement is out of freewill and wish of both the parties and without any pressure or coercion from any corner or any threat.

7. Both the parties have agreed and undertaken to abide by all the terms and conditions of the present settlement.”

(emphasis supplied)

10. Noticeably, the settlement would indicate, not directly, that the two defendants (*i.e.*, the petitioners herein) had no personal interests in the subject property or in the affairs of the society (*Durga Mandir Samiti*) or the temple in question, their description being that of office

bearers, although it not being clarified in any manner as to who had appointed them in the capacity of cashier and secretary respectively. Though the settlement would qualify its terms with the expression “*without prejudice to the rights of ownership over the property*”, it was kept vague as to who was the owner of the property in question. Though the settlement would conceive of indeterminable right of the first plaintiff to be the “*pujari*” and to “*remain in the premises*”, it would not clarify the conspectus of rights flowing therefrom or the conditions, if any, attached thereto. The settlement is silent as to by what authority the society (*Durga Mandir Samiti*) was being bound by certain obligations.

11. The settlement agreement came before the Senior Civil Judge on 05.07.2010. She recorded the statements of the first respondent (plaintiff no.1), of the counsel representing both the plaintiffs and of the two petitioners, they being the defendants. The statements read thus :-

“Statement of Plaintiff no.1 Sh. Nand Kishore s/o Sh. Mani Ram R/o 7/66-67, Durga Mandir, Bhim Gali, Vishwas Nagar, Delhi -110032.

On SA

I say that I am plaintiff no.1 and on my instruction present suit is filed by my counsel. During the proceedings summons were issued to the defendants. After appearance was caused by the defendants before the Ld. ADJ (Vacation Judge) was pleased to refer the matter to Mediation. Now with the intervention of Ld. Mediator the settlement has been reached. The original settlement agreement is Ex.C1 and is bearing my signature at point X. The defendants also participated in the proceedings of

Mediation and have appended their signatures. I have understood the contents of settlement agreement which were read over to me in vernacular by my counsel Sh. Sanjeev Goel. I have no objection if the suit is disposed of as compromised.”

Statement of Sh. Sanjeev Goel, Ld. Counsel for the plaintiff

At Bar

I say that I am counsel for the both the plaintiffs and I have filed the present suit on instructions of both the plaintiffs as plaintiff. Sh. Mohan Shyam s/o Nand Kishore is not available today and in view of the expressed instruction and authority by virtue of my vakalatnama I am competent to make statement and as that I am fully aware of the proceeding of Mediation, having participation therein, I state on the behalf of plaintiff no.2 that plaintiff no.2 has appended his signature in my presence at point X1 and has been read over & made to understand the contents of settlement agreement Ex.C1 in vernacular language and admitted its content to be correct. I state that plaintiff no.2 has no objection if the suit of the plaintiff is disposed of as compromised as per settlement Ex.C1.”

Statement of Defendant Sh. Ramji Lal S/o sh. Inder Singh, R/o 7/97 Bhim Gali, Vishwa Nagar, Delhi – 32.

On SA

I am defendant no.1 in the present suit. After receiving summon I participated in the proceeding by the vacation judge. During Mediation the settlement Ex.C1 was reached. I understood the contents of the settlement and put my signature at point Y on Ex.C1. I admitted the contents of same. I have no objection if the suit of the plaintiff is dismissed as compromised.”

Statement of Defendant Sh. Naresh Aggarwal S/o Sh. Geeta Prasad Both R/o 8/2A, Block -8, Nakul Gali, Vishwas Nagar, Delhi- 32

On SA

I am defendant no.2 in the present suit. After receiving summon I participated in the proceeding by the vacation Judge. During Mediation the settlement Ex.C1 was reached I understood the contents of the settlement and put my signature on the point Y on Ex.C1. I admitted the contents of same. I have no objection if the suit of the plaintiff is dismissed as compromised."

(emphasis supplied)

12. Noticeably, while the plaintiff and his counsel would seek the suit to be "*disposed of as compromised*" in terms of the settlement before the mediation centre, the petitioners (defendants) by their statements though admitting the settlement, were under the impression that the suit was to be "*dismissed*" as compromised.

13. The Senior Civil Judge (East), by her order dated 05.07.2010, decided the case by recording the following final order :-

"05/07/2010

Present: Sh. N.K. Goel, Ld. Counsel for the plaintiff with plaintiff no. 1.

Sh. Yoginder Singh, Ld. Counsel for the defendant no.1 and 2.

Statement of Ld. Counsel for the plaintiff, plaintiff no.1 and defendant no. 1 and 2 recorded separately. In view of the statements, the suit of the plaintiff is disposed of as compromised and settlement agreement Ex. C1 is made part of decree. Decree sheet be prepared. File be consigned to record room."

14. In the wake of the aforementioned final order, decree in the following terms came to be passed :

“..... It is ordered that the in view of the settlement reached between the parties in the Mediation Centre KKD which is Ex. C1 and statements made by parties, the suit of the plaintiff is disposed of as compromised and settlement agreement Ex. C1 is made part of Decree...”

15. The respondents claimed enforcement of the settlement terms against the petitioners (described as judgment debtors) and against *Durga Mandir Sewa Samiti @ Durga Mandir Samiti* on 15.07.2017 by filing the execution application against the backdrop set out as under:-

“...The view of above the son of D.H. namely Sh. Mohan Shyam who looked after D.H. is entitle Rs. 10000/- w.e.f. July 2010 till Sept. 2016 total amount Rs. 7,40,000/- from the J.D.

So the JD & Durga Mandir Sewa Samiti @ Durga Mandir Samiti are liable not to interfere in the work of D.H. as Pujari in suit property 7/66-67 Durga Temple, Bhim Gali, Vishwas Nagar, Shahdara, Delhi -32 & for that police aid is needed. As the police aid is needed for removing Raju & Sagar Pandit Nepali Citizen from the suit property as they are illegally engaged by the J.D. & Durga Mandir Samiti for Pujari work in the suit property illegally.

The police aid is also needed for protection of D.H. & his family members for the look after of the J.D. in the suit property. The police aid is also needed for timely protection for the goods of the D.H. lying in the suit property & police aid is also needed for restraining the J.D. & their associates & Durga Mandir Samiti from dispossessing the D.H. forcibly from the suit property.

Since the Raju & Sagar illegally working as Priest till date since June 2016 in Durga Temple/suit property at the behest of the J.D. & Durga Mandir Samiti.

So the J.D. are liable to pay Rs. 1000/- per day as fine since June 2016 till the said Raju & Sagar are not removed from the suit property. So the fine Rs.1000/- per day from J.D. & Durga Mandir Samiti @ Durga Mandir Sewa Samiti may kindly be awarded in favour of the D.H. till Raju & Sagar are not removed from Durga Temple suit property.

The police aid is needed for restraining the J.D. & Raju & Sagar Pandit & Durga Mandir Samiti @ Durga Mandir Sewa Samiti from creating disturbance in performing the work as Pujari to D.H. in the Durga temple & J.D. & other office bearers & Durga mandir Samiti @ may kindly be restrained from creating hindrance to D.H. from accepting Chadhawa/offering by the devotes/public in Durga Temple/ suit property.”

(emphasis supplied)

16. The prayer made in the execution application would read thus :-

“It is prayed that police aid may kindly be provided to remove Raju (pandit) & Sagar (Pandit) Nepali citizens from Durga Temple 7/66-67 Bhim Gali Vishwas Nagar Shahdara Delhi-110032 & for restrain in JD from engaging the other pandit till D.H is alive & for protection of D.H & his goods lying in the aforesaid suit property. As J.D illegally brought aforesaid Raju and Sagar Pandit Nepali citizen in the aforesaid suit property in June 2016.

The family members of D.H may kindly be allowed to meet stay & provide food & tea etc to D.H in the suit property. As J.D & their associates are creating disturbance to the family members of the D.H who came to meet & lookafter the D.H.

It is further prayed that the J.D. may kindly be allowed to pay Rs.10000/- p.m. w.e.f. 5/7/2010 till Sept. 2016 (Total

amount Rs.7,40,000/-) to son of D.H. namely Sh. Mohan Shyam any reasonable amount deem fit and proper may be given to the said son of D.H. As since after abovesaid settlement / decree dated 05/07/2010 till Sept. 2010 son of D.H. namely Sh. Mohan Shyam looked after the D.H.

It is further prayed that J.D. Durga Mandir Sewa Samiti and their office bearers aforesaid Raju and Sagar Pandit may kindly be restrained from creating hindrance in receiving the Chadhawa / offering by public / devotees to the D.H./ Pujari. As D.H. till date actively working / doing Pujari work in the suit property on its ground floor as well as first floor, in terms of the compromise decree dated 05.07.2010 whereas the D.H. is receiving threats from the J.D. and other office bears of Durga Mandir Sewa Samiti, of J.D. & office bears of Durga Mandir Samiti may kindly be restrained from dispossessing from the Durga Temple / Suit property by way of interim stay order in pursuance of abovesaid decree dated 05/07/2010.

It is further prayed that warrant of attachment as well as police aid may kindly be provided to D.H. for the aforesaid purpose...”

(emphasis supplied)

17. Neither in the plaint nor in the settlement through mediation there was any reference to the right of the first plaintiff to be entitled to payments by the society for the reason his son (the second plaintiff) was taking his care. Again, neither in the plaint nor in the settlement there was even a remote reference to individuals named Raju or Sagar Pandit Nepali citizen, having any connection with the subject property or the temple existing thereupon. In the execution application, there is no clarity as to at whose behest the said third parties, i.e., Raju and Sagar Pandit Nepali citizen had been brought in or such induction

being detrimental to the rights of the decree holder flowing from the compromise decree. There is a vague reference to an earlier execution application having been filed which was not pressed but with no inquiry made as to the allegations made therein. As noted above, the settlement agreement dated 01.07.2010 was made rule of the court by the Senior Civil Judge on 05.07.2010. There is nothing indicated as to whether the decree holder had approached the judgment debtor for payment of remuneration for the services rendered in its terms till the date of the execution application moved on 15.02.2017 and, if so made, what was the response thereto. It was not clarified in any manner as to how the society “*Durga Mandir Samiti*” which was not even a party to the case in the first place or, for that matter, the third persons (viz., Raju and Sagar Pandit Nepali citizen) could be made answerable or accountable in execution of the aforementioned decree. Yet, the execution application was not only entertained by the Senior Civil Judge but, as noted hereinafter, effective orders were also passed thereupon, creating new rights and obligations, over and above and beyond the compromise decree, the enforceability itself whereof should have been questionable.

18. The Senior Civil Judge, now as the executing court, secured the presence of the petitioners and thereafter passed the order on 24.08.2017, which must be extracted *in extenso*, it reading thus :

“24.08.2017

*Present: Sh. Sanjeev Goel, Ld. Counsel with
petitioner/ DH
Sh. Arvind Nagar, Ld. Counsel for
respondent/ JD*

Arguments heard on the execution petition filed on behalf of petitioner/DH. The petitioner/DH has brought to notice the mediation order dated 01.07.2010 vide which he was authorized to continue Pooja-Archana in Durga Mandir Temple at ground floor and Sai Mandir at first floor, Bheem Gali, Vishwas Nagar, Delhi as Pujari with permission to stay with his wife and one son to look after him. The Samiti has not to depute any other permanent Pujari in the temple. DH has submitted that in contravention of the order, the JD has appointed another Pujari namely Raju and Sagar.

Reply is filed on behalf of JD alongwith objections. The settlement at Mediation Centre is admitted. It is not denied that another Pujari Raju and Sagar were appointed as Priest in the said temple by the respondent and it is submitted that they were appointed on temporary basis. Other than this, the respondent/JD has submitted that other people do work on temporary basis and one of them is Sh. Bheem Nath Mishra. The respondent/JD has submitted that Sh. Bheem Nath Mishra has came on his own and respondent has not permitted him. Respondent / JD has submitted that he cannot stop people from coming and doing service in the temple. The petitioner / DH has submitted that Bheem Nath Mishra and his son both are doing service there and doing work as pujari and collecting all the offerings without any record.

It is further submitted by the petitioner / DH that no money is paid to him by the respondent in terms of mediation order dated 01.07.2010 for doing service and the respondent/ JD has to make the reasonable payment. The respondent / JD has failed to show having made any payment to the petitioner / DH. Accordingly, it is seen that the JD / respondent has not even stated the reasonable amount which he likes to pay in terms of the mediation order. It appears that the JD seeks to deliberately avoid the mediation order dated

01.07.2010 without any reason. About seven years have since passed from the date of mediation order without any payment to the DH / petitioner.

In absence of any offerings / reasonable payment, at least an amount of minimum wages or an amount nearing it must have been paid to the petitioner / DH by respondent/ JD. Thereby, in absence of any offer or reasonable payment by JD, the JD is directed to pay a sum of Rs.10,000/- p.m. to the DH from 01.07.2010 till date till further decision as an interim measure in the present execution petition. The said payment be made directly into the bank account of DH to be provided by DH within 15 days from tomorrow in writing before the Court which JD to collect the same from record thereafter, and deposit the due amount in next one month thereafter directly into the account of DH. The above direction is issued as an interim measure in the present execution petition.

The matter needs evidence as to such appointment of temporary pujari by the respondent / JD in view of denial of JD/respondent of such appointment of temporary pujari of Bheem Nath Mishra and his son. Evidence is also needed as to reasonable amount of payment to DH petitioner. Let evidence by way of affidavit be filed by DH within 15 days from tomorrow with advance copy to the respondent/JD.

Put up for evidence of DH on 27.10.2017”

(emphasis supplied)

19. It is the aforementioned order which has been challenged by the petition at hand.

20. It is really disturbing that a suit with the aforementioned background was entertained by the Senior Civil Judge without it being subjected to scrutiny as to the propriety of the array of parties

impleaded therein. In the plaint there was no clear indication as to what was the connection of the petitioners (i.e. the defendants in the suit) with the subject property (i.e. the temple) or with Sh. Durga Mandir Sewa Samiti. During the process of mediation, however, it had come out quite vividly that the petitioners (the defendants) did not have any personal connection with the matter, the acts attributed to them being as the representatives of the society i.e. *Durga Mandir Samiti* in the capacity of Cashier and Secretary respectively. The Senior Civil Judge did not secure either a formal reply from him or ensure that they filed a formal authorization on the basis of which they seemed inclined to settle the dispute (on behalf of *Durga Mandir Samiti*). The suit, as presented, was palpably defective on account of non-joinder of the aforesaid society as a party. Without the society being impleaded, it could not be proceeded with further, leave alone been decreed on the basis of settlement extracted earlier. It is questionable as to on what basis the petitioners could be made to be a party to a settlement wherein they would concede on behalf of the society that the plaintiff of the case would be entitled to continue to be the priest in the temple virtually for life, the society consequently having been burdened with obligations, without its consent, so as to be divested of the right to “*depute*” any other *pujari* or priest in place of the first plaintiff. The terms of the settlement with regard to the payments to be made for services rendered by the first plaintiff were also vague in as much as the only expression guiding the said factor is that such payment would have to be “*reasonable*”. Assuming that the plaintiff was entitled to remuneration for the services rendered as a

priest engaged in the temple, the fixation of the said remuneration could not have been left to be decided by the parties on their own, leave alone such factor to be the subject matter of the proceedings before the executing forum.

21. In the above facts and circumstances, the counsel for the respondents (*i.e. the plaintiffs of the case*), concede that the decree passed on 05.07.2010 on the basis of the mediation settlement dated 01.07.2010 cannot be upheld and is liable to be set aside. Ordered accordingly. Consequently, the impugned order dated 24.08.2017 passed by the Senior Civil Judge (East) in the execution proceedings is also set aside.

22. In the facts and circumstances noted above, it is deemed proper that the proceedings in the civil suit instituted by the respondents are revived and the *lis* is remitted to the Senior Civil Judge (East) for fresh adjudication in accordance with law. The parties are directed to appear before the said court on 24.07.2018.

23. The court of Senior Civil Judge is presided over by a judicial officer of sufficient standing and experience. It is really unfortunate that Senior Civil Judges have handled the case, first as the trial court and then as the executing court, most casually. No doubt the compromise (the settlement) on the basis of which the plaintiffs of the case expected the court to pass a decree under Order XXIII Rule 3 CPC could relate to issues which went beyond "*the subject-matter of the suit*" but the caution that such compromise must relate to "*the parties to the suit*" was thrown to the winds. Similarly, while making

the settlement agreement the rule of the court, the executability of its terms were not subjected to any scrutiny as was requisite.

24. No doubt, knowledge of law is presumed. To put it conversely, ignorance of law is generally not accepted as an excuse. But then, as in the matter at hand, the courts always understand that the litigants at large are not equipped with the understanding of the nuances of law and, therefore, need proper legal aid and assistance. The first plaintiff of the case, the record shows, was almost 75 years' old person at that time earning his livelihood as a *pujari* in a temple. The approach to the court by the suit was apparently on legal advice as to his rights against the defendants, *vis-à-vis* the temple in which his services have been utilized. The terms of the settlement which came to be evolved through the process of mediation seem to have given rise to a belief in his mind that he was entitled to certain further rights including of remuneration apart from uninterrupted use and occupation of the premises of the temple so long as he lives. No mind was applied to examine as to how the defendants of the case could become personally liable to pay to the plaintiff remuneration for the services rendered to another entity. The hurried manner in which the settlement agreement was reduced into writing at the mediation centre, and even the further hurried manner in which it was mechanically acted upon by the court, have embroiled the parties into a new situation which, obviously, was not of their own making. It is this which deeply disturbs this Court. An aberration of this kind having come to the notice of this Court, a word of caution is deemed necessary and proper so that thought is given for putting in place some system of vetting and scrutiny at the

end of every mediation process lest recourse to it becomes counter-productive.

25. The case at hand may well serve as a model of proceedings which ought not be followed either by the trial courts or by the mediation centres. Therefore, it is directed that a copy of this judgment shall be circulated to all the trial courts through the respective District and Sessions Judges and to all District Mediation Centres in Delhi.

26. The petition and the applications filed therewith are disposed of in above terms.

MAY 23, 2018
yg/vk/nk

R.K.GAUBA, J.