

Mediation 3.0

BEYOND ADR



PRINCIPAL DISTRICT & SESSIONS COURT, DURG (C.G.)

Mediation Drive 3.0. From Alternative Dispute Resolution to Appropriate Dispute Resolution



जिला एवं सत्र न्यायालय दुर्ग

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दुर्ग (छ.ग.)

Committee Constituted for the Compilation and Publication of the Magazine "Mediation 3.0 – Beyond ADR-From Alternative Dispute Resolution to Appropriate Dispute Resolution Mediation Centre, Durg (C.G.)



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HIGH COURT OF CHHATTISGARH



Message



Hon'ble Mr. Justice Krushna Ram Mohapatra

**Hon'ble The Chief Justice,
High Court of Chhattisgarh**

The administration of justice must constantly evolve to respond to the changing needs of society. While adjudication remains the cornerstone of the judicial system, every dispute need not necessarily travel through the entire course of litigation before reaching its resolution. Mediation offers an important opportunity to resolve appropriate disputes through dialogue, participation and consensus, while preserving relationships and reducing the human and institutional costs of prolonged litigation.

The drive **Mediation 3.0** reflects an innovative and forward-looking approach in this direction. Its significance lies in moving beyond the conventional understanding of mediation merely as an *alternative* to adjudication and recognising it, wherever suitable, as the *appropriate* process for resolution. The real challenge before our institutions today is therefore not simply to increase referrals to mediation, but to develop the ability to identify the right case, at the right stage, and provide the parties a meaningful opportunity for resolution.

For this vision to translate into practice, innovation at the district level assumes particular importance. Early identification of mediation-suitable cases, effective pre-litigation mediation, appropriate use of technology, trained mediators, sensitisation of the Bar and litigants, and continuous institutional monitoring can substantially strengthen the mediation ecosystem. New and locally adaptable initiatives should be encouraged so that mediation does not remain confined within Mediation Centres but gradually becomes an accessible and familiar avenue of justice for the community.

It is heartening to note that the District & Sessions Court, Durg, has undertaken a comprehensive exercise in bringing together the jurisprudential foundations of mediation, its practical application across varied categories of disputes, and the ground-level initiatives that have carried this message to litigants and communities through Publication "**Mediation 3.0: Beyond ADR – From Alternative Dispute Resolution to Appropriate Dispute Resolution.**" Such documentation is valuable well beyond the district in which it originates, for it offers a template that other jurisdictions may study and adapt to their own needs.

I appreciate the publication of the District & Sessions Court, Durg, in bringing together the legal framework, judicial developments, practical strategies and district-level experiences relating to mediation through this publication. Such efforts are valuable not merely as documentation, but as an opportunity to generate ideas which may be studied, refined and, wherever found effective, suitably adapted for wider implementation.

I convey my best wishes for this publication "**Mediation 3.0: Beyond ADR — From Alternative Dispute Resolution to Appropriate Dispute Resolution.**" and hope it contributes towards making consensual dispute resolution an increasingly effective, accessible and integral part of the administration of justice.





Message



Hon'ble Mr. Justice Parth Prateem Sahu,
Judge, High Court of Chhattisgarh

Mediation succeeds not merely when a case is referred, but when the referral results in a genuine opportunity for the parties to understand their dispute differently and explore a solution of their own making. The focus must therefore progressively shift from the number of referrals to the quality of referrals, and from settlement as a statistical outcome to resolution that is voluntary, fair, workable and enduring.

Mediation 3.0 represents this important transition. It calls upon us to move from a general preference for Alternative Dispute Resolution towards the more discerning concept of Appropriate Dispute Resolution. The question before a referring Court should not merely be whether a dispute can be mediated, but whether mediation is, at that stage and in those circumstances, the most appropriate pathway towards its resolution.

The publication "**Mediation 3.0: Beyond ADR — From Alternative to Appropriate Dispute Resolution**," brought out by the District & Sessions Court, Durg, to examine mediation from the perspective of strategy and implementation, is therefore noteworthy. The attempt to combine legal principles with practical illustrations, case-identification techniques, institutional practices, awareness initiatives and measurable outcomes can help bridge the distance between the law relating to mediation and its actual working at the grassroots.

I hope that this publication encourages Judicial Officers, mediators, members of the Bar and all other stakeholders to look at mediation not as an additional procedural step, but as a purposeful process capable of delivering timely and meaningful justice.

I extend my best wishes to the District & Sessions Court, Durg, and all those associated with this initiative for its successful implementation.





Message



Hon'ble Mr. Justice Naresh Kumar Chandravanshi,
Judge, High Court of Chhattisgarh and Portfolio Judge,
District Durg

Justice, in its truest sense, is not always achieved through the pronouncement of a verdict. There are disputes in which an imposed decision settles the law but leaves the underlying relationship unresolved, and it is precisely in such cases that mediation finds its rightful place — not as a lesser alternative to adjudication, but as a distinct and often more enduring path to resolution. This book, "Mediation 3.0: Beyond ADR," speaks to that very shift in thinking.

The idea of "Mediation 3.0" is significant because it moves the conversation forward from merely encouraging reference to mediation, to ensuring that the process itself is meaningful, well-timed and properly supported. A case referred without discernment achieves little; a case identified, referred and mediated with care can transform not only the dispute before the Court but the lives of the parties who brought it there. This distinction between quantity and quality of outcomes lies at the heart of the endeavour this book seeks to advance.

I am glad to note that this publication "**Mediation 3.0: Beyond ADR** — *Journey from Alternative Dispute Resolution to Appropriate Dispute Resolution.*" by Durg District Court, undertakes a comprehensive exercise in bringing together the jurisprudential foundations of mediation, its practical application across varied categories of disputes, and the ground-level initiatives that have carried this message to litigants and communities.

I extend my compliments and my best wishes for the continued success of this endeavour in furthering accessible and meaningful justice.





Message



Hon'ble Mr. Justice Sanjay Kumar Jaiswal

Judge, High Court of Chhattisgarh

Mediation offers something that adjudication, by its very nature, cannot always provide — an opportunity for parties to arrive at a resolution of their own making, rather than one imposed upon them. It is this quality that makes mediation an important and necessary complement to the judicial process.

The Drive "Mediation 3.0" reflects a welcome shift in approach — from treating mediation as one option among many, to identifying it as the most appropriate course wherever the nature of the dispute so warrants. This requires care, discernment and institutional commitment at every stage of the process.

I commend the District & Sessions Court, Durg, for bringing out this publication, which presents mediation not merely as a legal concept but as a practical tool, supported by real illustrations, strategies and institutional initiatives.

I extend my compliments to the District & Sessions Court, Durg, and to all those associated with this endeavour, and my best wishes for its continued success.





Message



Shri K. Vinod Kujur

Principal District and Sessions Judge

& Chairperson, District Legal Services Authority, Durg (C.G.)

The District & Sessions Court, Durg, in collaboration with the District Legal Services Authority, has undertaken several innovative measures to strengthen the MEDIATION 3.0 ecosystem. By promoting pre-litigation mediation, creating awareness among citizens, integrating technology, and building partnerships with educational institutions, government departments, local bodies, and community stakeholders, we have sought to foster a culture of consensual dispute resolution across all sections of society.

Our efforts have been guided by a structured and result-oriented approach, emphasizing timely identification of suitable cases, prompt referral to mediation, continuous monitoring, and capacity building of mediators. Through this initiative, we have endeavoured to make mediation more accessible, efficient, and community-oriented. Special emphasis has also been laid on community participation so that mediation reaches the grassroots and becomes the preferred mode of resolving disputes before they escalate into litigation.

The success of this initiative is a reflection of the dedication and collective efforts of judicial officers, mediators, advocates, legal services institutions, government officials, educational institutions, and every individual who has contributed towards this noble cause. Their commitment has strengthened public confidence in mediation as a reliable, effective, and people-friendly mechanism for securing justice.

The finest outcome of mediation is not that one party wins less and another loses less. It is that, wherever possible, both parties discover a lawful and workable way to move beyond the conflict itself. May this initiative strengthen that understanding and contribute towards a justice system in which adjudication remains available where necessary, and dialogue is meaningfully explored wherever appropriate.



Objective

"If the only tool you have is a hammer, everything looks like a nail."

-Abraham Maslow

This book is conceived not merely as a compilation of legal provisions, judicial decisions, guidelines and instructions, but as a practical strategy document for converting the philosophy of mediation into measurable results. The central object of the book is to facilitate the transition from *Mediation as an alternative* to *Mediation as an appropriate, accessible and actively pursued method of dispute resolution*. In that sense, Mediation 3.0 represents a shift from merely referring cases to mediation to **strategically identifying, preparing, referring, monitoring and successfully resolving cases through mediation**.

The book seeks to bring together, in one reader-friendly volume, the various judicial directions, statutory provisions, mediation guidelines, administrative instructions and practical experiences that are otherwise scattered across different sources. The High Court of Chhattisgarh itself provides the **Chhattisgarh Mediation Rules, 2015 and other mediation guidelines** as part of its mediation framework. The book therefore attempts to convert this dispersed legal and administrative material into a **single implementation-oriented framework**, so that a Judicial Officer, mediator, court staff, legal services authority, advocate or litigant can readily understand not only *what the law requires*, but also *how it can be effectively implemented*.

A significant object of the book is to **examine the Chhattisgarh Mediation Rules, 2015 from the perspective of actual court-room implementation**. Particular attention is proposed to be given to the functioning of the Mediation Centre, maintenance of panels of trained mediators, assignment of cases to suitable mediators, participation of counsel, and the scope of mediation to address disputes beyond the precise issues pending before the Court. The Rules expressly contemplate that mediation need not remain confined to the dispute forming the subject matter of the pending litigation and may extend to other disputes between the parties. The book seeks to explain these provisions through practical situations rather than leaving them as merely textual rules.

Another important object is to make mediation **easy to understand and easy to implement**. For this purpose, the book will employ simple, relatable and reader-friendly examples drawn from matrimonial disputes, partition suits, money-recovery matters, cheque cases, motor accident claims, rent disputes, consumer disputes, labour and service-related matters and other appropriate categories. These examples will demonstrate the difference between a conventional litigation journey and a

mediation journey, showing the reader what happens before referral, at the stage of referral, during mediation and after settlement. Wherever appropriate, the concepts will be supported by **flow charts, timelines, illustrations, decision trees, process diagrams and other graphics**, enabling even a first-time reader to understand the mediation process at a glance.

The book also aims to answer the practical questions which frequently become obstacles to effective referrals. A dedicated section of **Frequently Asked Questions (FAQs)** will address common difficulties such as: *When should a case be referred? Who should identify a suitable case? What if one party is reluctant? How should the referral order be drafted? Can counsel participate? What happens after an unsuccessful mediation? Can issues beyond the pending suit be settled? What should the Court do after receipt of a settlement report? How should mediation be distinguished from Lok Adalat proceedings?* The purpose of this section is not merely to answer legal questions but to **remove hesitation and uncertainty at the implementation stage**.

A further object is to document the experience of **District Durg as a practical case study in Mediation 3.0**. The book seeks to record the efforts undertaken at the district level – from the organisation of workshops and sensitisation programmes, to meetings chaired or led by the District Judge, interaction with Judicial Officers and stakeholders, focused identification of mediation-suitable cases, and special mediation initiatives at outstation courts. It will also document specific outreach activities designed to take the message of mediation beyond the court complex and closer to litigants, advocates and the community. The purpose is to show that successful mediation does not depend upon referral orders alone; it requires institutional ownership, leadership, continuous communication, monitoring and public participation.

The relevance of documenting the Durg experience is particularly significant because the district has already been associated with a structured mediation strategy. The District Court Durg newsletter records the launch of “**Mediation 2.0-IAISAGR: Mediation Strategy model for Durg**”, describing it as a strategy designed to facilitate peaceful and expeditious resolution of disputes. The present book seeks to take that experience forward by examining how such a strategy can evolve into **Mediation 3.0—an implementation-driven model in which every component of the justice system contributes to identifying the right dispute, at the right time, for the right form of resolution**.

The book will therefore treat District Durg not simply as a geographical unit but as a example of institutional learning. Its workshops, judicial meetings, outreach initiatives, special drives, outstation activities, referral practices and experiences of success and difficulty can provide valuable lessons. The objective is not to claim that

one model can be mechanically replicated every case, but to identify the **principles, methods and strategies capable of adaptation.**

The book also seeks to recognise that an effective mediation movement requires a strong institutional ecosystem. The present Chhattisgarh framework includes mediation centres at district and taluka levels and a substantial pool of trained mediators. The book aims to explore how such institutional capacity can be translated into actual case referrals and meaningful settlements.

Ultimately, Making Strategy for Success in Mediation 3.0 has a simple but ambitious object: to bridge the gap between knowing mediation and doing mediation. It seeks to transform guidelines into action, provisions into practice, referrals into meaningful engagement, and individual initiatives into an institutional movement.

The book is thus intended to be simultaneously a **legal reference, implementation manual, training resource, motivational document and institutional record.** Its larger message is that mediation cannot succeed merely because the law permits it or because courts refer cases to it. It succeeds when judges identify the appropriate cases, advocates understand and support the process, mediators are equipped to facilitate dialogue, court staff ensure smooth referrals, institutions monitor progress, and litigants begin to perceive settlement not as a compromise of justice but as an opportunity to achieve faster, participatory, durable and relationship-sensitive justice.

In this spirit, the book seeks to capture the journey from Alternative Dispute Resolution to Appropriate Dispute Resolution, and from Mediation as a procedure to Mediation as a judicial strategy. Mediation 3.0 is ultimately not merely a new label; it is an invitation to rethink how justice is delivered – and to build a strategy capable of making that vision a practical reality.



MEDIATION DRIVE 3.0

From Alternative Dispute Resolution to Appropriate Dispute Resolution

Introduction: What is Mediation Drive 3.0?

Mediation Drive 3.0 is a structured, time-bound and outcome-oriented initiative designed to transform mediation from a merely available alternative into a preferred and appropriate method of dispute resolution. It represents a paradigm shift — from Alternative Dispute Resolution (ADR) to Appropriate Dispute Resolution — where the emphasis is not merely on resolving a dispute outside the courtroom, but on identifying the right dispute, at the right stage, through the right process.

The Drive is conceived as a three-stage journey, so that mediation becomes an integral part of judicial case management rather than an isolated referral exercise. Each stage is bound by a defined timeframe and measured against concrete outcomes.

Stage I – Identification and Referral

Timeframe: 1 August to 30 September

The first stage is devoted to the identification of mediation-suitable cases. Every Judicial Officer examines pending as well as newly instituted cases to determine whether the dispute falls within the categories suitable for mediation. Particular attention is given to matrimonial and family disputes, commercial and civil disputes, cheque dishonour cases, motor accident claim matters, landlord-tenant disputes, consumer disputes and other matters where continued litigation may unnecessarily prolong conflict.

The objective is simple: no suitable case should remain in litigation merely because its mediation potential was never identified. During this stage, identified matters are referred to the appropriate Mediation Centre under the applicable legal framework, including Section 89 of the Code of Civil Procedure and the principles laid down by the Hon'ble Supreme Court.

Stage II – Mediation and Settlement

Timeframe: 1st October to 30rd November, 2026

The second stage shifts the focus from identification to actual resolution. Cases referred during Stage I are taken up by trained mediators, and the parties are given

an opportunity to communicate freely, understand each other's concerns and explore mutually acceptable solutions.

Success at this stage is measured not by the number of referrals alone, but by the quality and effectiveness of the mediation process. Continuous monitoring of notices, appearances, mediation sessions, settlements and non-settlements ensures that referred cases do not remain dormant. This stage seeks to demonstrate that mediation is not a procedural detour – it is a faster, participatory and relationship-preserving pathway to justice.

Stage III – Settlement, Verification and Closure

Timeframe: 1st December to 31st December, 2026

The final stage is dedicated to consolidation and closure. Settlements reached through mediation are processed in accordance with law and placed before the competent court for appropriate orders. The focus is on ensuring that a successful mediation culminates in an effective and legally enforceable resolution, and not merely in a settlement document.

The Drive also evaluates its overall outcome through measurable indicators – the number of cases identified, referred, mediated, settled and finally disposed of – so that the exercise remains accountable and its impact verifiable.

The Vision: Identify → Mediate → Resolve

Mediation Drive 3.0 is therefore not merely a campaign for improving mediation statistics. It is a three-stage institutional strategy – Identify, Mediate, Resolve – whose ultimate objective is to reduce avoidable litigation, save judicial time, empower parties to participate in their own resolution, preserve relationships and strengthen access to timely and meaningful justice.

In this sense, Mediation Drive 3.0 marks the transition from asking “Can this dispute be mediated?” to asking the more fundamental question: “Is mediation the most appropriate way to resolve this dispute?”



PART I

The Emergence of Mediation in India

From Cultural Heritage to Appropriate Dispute Resolution and Enforceable Justice

I. Introduction: A Civilisational Inheritance, A Constitutional Promise

India's commitment to mediation is not merely a response to judicial delay. It is rooted in a civilisational culture of dialogue and reconciliation – the panchayat and the Gramsabha long embodied the belief that disputes should be resolved through communication rather than confrontation. This inheritance now converges with a modern international framework: the Singapore Convention on Mediation (2019) seeks recognition and enforcement of mediated settlements in cross-border commercial disputes, confirming that mediation is an independent component of the justice-delivery system, not merely a device to reduce court burden. India's culture teaches reconciliation; its Constitution demands access to justice; its legal system seeks efficiency; and its international commitments demand participation in a global consensual-resolution framework. Mediation is a rare meeting point between India's ancient wisdom and its contemporary legal obligations.

II. Section 89 CPC and the Salem Judgments: Foundation and Architecture

Modern mediation traces to Section 89 CPC, inserted by the Amendment Acts of 1999 and 2002, which allows courts to refer disputes to arbitration, conciliation, judicial settlement or mediation. The provision was activated by the Supreme Court's twin rulings in Salem Advocate Bar Association v. Union of India.

Salem (I): Constitutional Legitimacy for ADR

"It is quite obvious that the reason why Section 89 has been inserted is to try and see that all the cases which are filed in Court need not necessarily be decided by the Court itself ... it has now become imperative that resort should be had to Alternative Dispute Resolution Mechanism." – Salem (I), (2003) 1 SCC 49

Salem (I) (25 October 2002) upheld the CPC amendments and constituted the Justice M. Jagannadha Rao Committee to design implementation modalities.

Salem (II): From Principle to Practice

"Settlement by 'Mediation' means the process by which a mediator ... assists parties in identifying issues, reducing misunderstandings, clarifying priorities ... emphasising that it is the parties' own responsibility for making decisions which affect them." – Salem (II), (2005) 6 SCC 344

Salem (II) approved the model Civil Procedure Mediation Rules, 2003 and defined mediation's facilitative (not adjudicatory) character, recognised confidentiality as its psychological foundation, and called for trained mediator panels – laying the ground later occupied by the Mediation Act, 2023.

III. Afcons Infrastructure: From Alternative to Appropriate Dispute Resolution

Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co., (2010) 8 SCC 24, moved the jurisprudence from Alternative to Appropriate Dispute Resolution – the question is not whether a dispute can leave the courtroom, but which process suits it best.

“Cases which are not suited for ADR process should not be referred under Section 89 ... having a hearing after completion of pleadings, to consider recourse to ADR process ... is mandatory.” – Afcons, (2010) 8 SCC 24, para 17

The Court held Section 89 comprehends five distinct processes – one adjudicatory (arbitration) and four settlement-oriented – which are not interchangeable; the judge is a gateway directing each dispute to its most appropriate pathway.

IV. The Discipline of Discernment: Cases Normally Not Suitable for Mediation

In paragraph 27, the Court listed categories “normally considered not suitable” for ADR: representative suits under Order 1 Rule 8 CPC; election disputes; grant of probate/letters of administration; cases with serious, specific allegations of fraud; matters needing court protection (minors, deities, persons of unsound mind, title claims against Government); and criminal prosecutions. These are illustrative, not exhaustive or rigid. Conversely, trade and commercial disputes, matrimonial disputes, neighbour and society disputes, motor accident claims and consumer disputes are ordinarily well suited to ADR.

V. Disposal Closes a File; Resolution Closes a Conflict

Litigation asks who is legally right; mediation additionally asks what solution can end the conflict. A case can be disposed of without the underlying conflict being resolved. Mediation should never be promoted merely as a pendency-reduction programme – the correct proposition is “**mediation where appropriate, adjudication where necessary.**” Case management improves litigation; conflict management improves justice.

VI. From Settlement to Executable Justice: Kaushaliya v. Jodha Ram, (2019) 20 SCC 277

The complete mediation sequence is referral, facilitation, negotiation, settlement, judicial scrutiny, recording, order/decreed, and compliance or execution. In Kaushaliya, the Supreme Court held that mediation is not confined by the pleadings and that a court-recorded settlement is fully executable:

“The order in terms of the Settlement Agreement is executable irrespective of the fact whether the Settlement Agreement is with respect to the properties which was/were the subject matter of the proceedings before the Court or not.” – Kaushaliya, (2019) 20 SCC 277

Executability matters because mediation is built on trust, and a legal system cannot depend on trust alone: settlement agreement + judicial satisfaction + court order = enforceable resolution.

VII. The Chhattisgarh Mediation Rules, 2015: An Architecture that Anticipated the Future

Framed under Chapter X CPC and Section 89(2)(d), the CG Mediation Rules, 2015 (amended 2016, 2022, 2023) institutionalise mediation centres, mediator panels, referral, confidentiality and settlement recording. Rule 2(3) permits mediation to extend, with parties' consent, beyond the pleadings to the whole relationship-conflict. Once a settlement is reached, it is reduced to writing, forwarded to the court through the Mediation Centre Coordinator, and the court may pass an order/decreed in its terms if it is voluntary, legal and workable – partial settlements are equally permitted. The 2023 Amendment inserted Rule 26-A on Pre-Litigation Mediation, moving the model from reactive to preventive justice.

VIII. The Mediation Act, 2023: A New Statutory Era

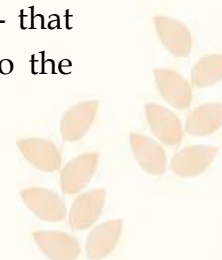
The Mediation Act, 2023 provides a comprehensive national architecture – pre-litigation mediation, court/tribunal referral, conduct of mediation, enforcement of settlement agreements, and online mediation. Section 7 empowers courts to refer parties to mediation at any stage while confirming that settlement is never compelled. The jurisprudential arc is cumulative: Salem (legitimacy) -> Afcons (appropriate referral) -> CG Rules 2015 (institutional architecture) -> Kaushaliya (enforceability) -> Mediation Act, 2023 (national statute).

IX. The Road Ahead

Cases should be screened early for genuine settlement potential; the nature of the dispute, not habit, should determine the ADR mechanism used; judicial officers need training in the human dimensions of disputes; the Bar should advise on settlement alongside litigation strategy; and success should be measured by the quality and sustainability of settlements, not numbers alone. Mediation must remain a permanent component of justice delivery, not a temporary pendency-reduction device.

X. Mediation: A New Philosophy of Justice

The journey runs through three stages – Mediation 1.0 (mediation as alternative), Mediation 2.0 (institutionalisation), and Mediation 3.0, the present transformation from Alternative to Appropriate Dispute Resolution, from settlement as event to enforceable resolution as outcome, and from post-litigation to pre-litigation mediation. From alternative to appropriate; from disposal to resolution; from confrontation to conversation; from winning a case to resolving a conflict – that is the promise the law of mediation, from Salem Case to Kaushaliya Case to the Mediation Act, 2023, now empowers every court to keep.



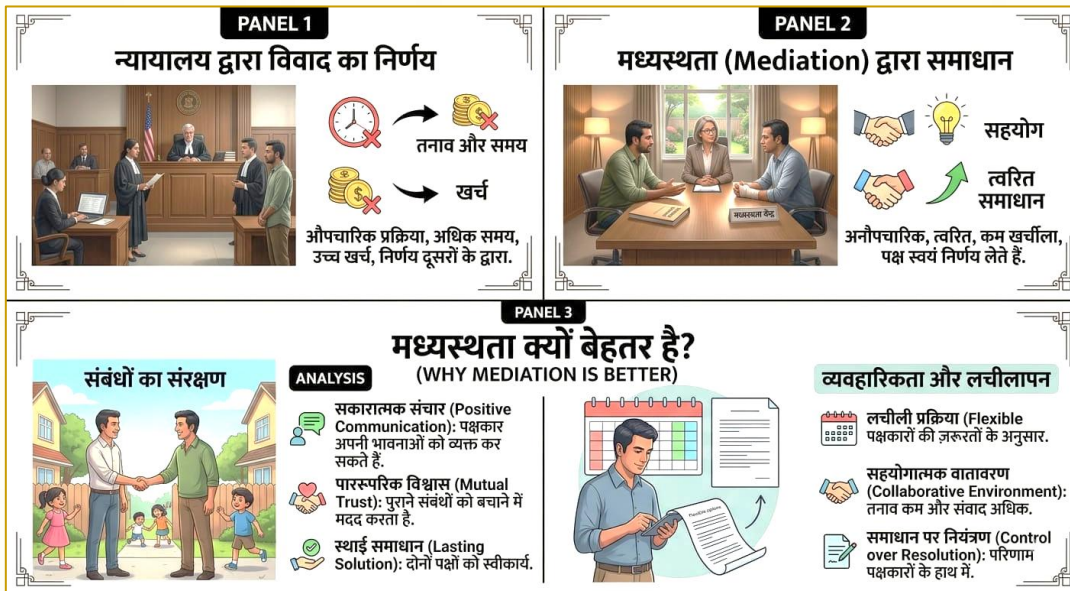
PART II

From Concept to Clarity: Illustrations and Comparative Insights

(इस भाग को स्थानीय समुदाय तक पहुँच सुलभ बनाने तथा जन-सामान्य में जागरूकता बढ़ाने हेतु हिन्दी में लिखा गया है।)

विवाद समाधान की यात्रा सदैव समाज के विकास का प्रतिबिम्ब रही है। दशकों तक मध्यस्थता को मुकदमेबाज़ी के विकल्प के रूप में देखा गया — किन्तु आज प्रश्न यह नहीं कि "विकल्प क्या है", बल्कि यह है कि "इस विवाद के लिए सर्वाधिक उपयुक्त मार्ग क्या है" यही वैकल्पिक विवाद समाधान का उपयुक्त विवाद समाधान (Appropriate Dispute Resolution) में रूपान्तरण है।

मध्यस्थता 3.0 इसी दृष्टिकोण का प्रतीक है — विवादों की शीघ्र पहचान, विवेकपूर्ण आकलन और उनकी प्रकृति के अनुरूप उपयुक्त मंच की ओर निर्देशन, जहाँ उचित हो मध्यस्थता से और जहाँ आवश्यक हो न्यायिक निर्णयन से।



यह पुस्तक इसी यात्रा को शब्दबद्ध करती है — वैकल्पिक से उपयुक्त, प्रक्रिया से प्रयोजन, संघर्ष से सहमति, और अन्ततः विवाद के निराकरण से सम्बन्धों की पुनर्स्थापना तक। उद्देश्य न्यायालयों का स्थान लेना नहीं, बल्कि प्रत्येक विवाद को न्याय का सही द्वार देना है — यही मध्यस्थता 3.0 की दृष्टि है।

मध्यस्थता की दुनिया में प्रवेश से पूर्व

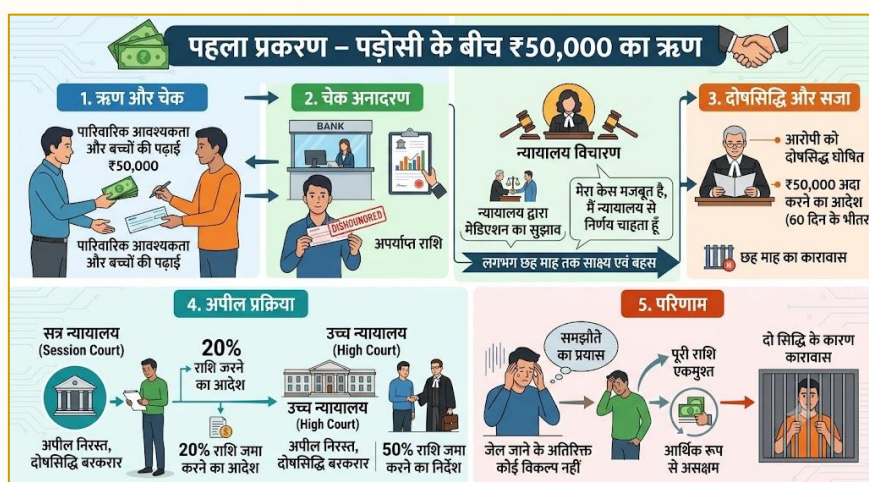
एक सरल सत्य समझना आवश्यक है — प्रत्येक विवाद को एक ही प्रकार के न्याय की आवश्यकता नहीं होती। पन्द्रह वर्ष के दाम्पत्य विवाद में न्यायालय अधिकार तय कर सकता है, किन्तु संवाद पुनर्स्थापित नहीं कर सकता। पैतृक सम्पत्ति के बँटवारे में विधि सम्पत्ति बाँट सकती है, किन्तु सम्बन्ध बचाने वाली व्यावहारिक व्यवस्था नहीं दे सकती। मकान-मालिक और किरायेदार के विवाद में डिक्री अधिकार बता सकती है, किन्तु संशोधित किराया और व्यवस्थित हस्तान्तरण जैसा समाधान नहीं। चेक अनादरण का प्रकरण आपराधिक कार्यवाही से प्रारम्भ होकर भी समझौते से उसी दिन समाप्त हो सकता है। मध्यस्थता वह मंच है जहाँ पक्षकार स्वयं अपनी वास्तविक आवश्यकता के अनुरूप समाधान खोजते हैं। आगे के उदाहरण इसी रूपान्तरण को जीवन्त कथाओं के रूप में प्रस्तुत करते हैं।

चेक अनादरण के प्रकरणों में मध्यस्थता

मध्यस्थता क्यों? — एक तुलनात्मक उदाहरण

दो प्रकरण एक ही दिन न्यायालय में आते हैं — दोनों धारा 138 परक्राम्य लिखत अधिनियम के, दोनों में पक्षकारों के पास सुदृढ़ साक्ष्य।

पहले में एक व्यक्ति ने पड़ोसी से ₹50,000 उधार लिए थे; ऋण-वापसी का चेक अनादृत हो गया। परिवादी ने मध्यस्थता से इनकार करते हुए कहा — "मेरा प्रकरण सुदृढ़ है, मैं निर्णय चाहता हूँ।" छह माह के विचारण के बाद न्यायालय ने अभियुक्त को दोषसिद्ध कर सात दिवस में ₹50,000 अदा करने तथा छह माह कारावास का आदेश दिया। अपील सत्र न्यायालय, फिर उच्च न्यायालय तक गई — क्रमशः 20 और 50 प्रतिशत राशि जमा करने की शर्तों पर जमानत मिली। अन्ततः जब दोषसिद्धि निश्चित दिखी, तब समझौते का प्रयास हुआ, किन्तु तब तक एकमुश्त भुगतान असम्भव हो चुका था — समझौता विफल रहा और अभियुक्त को कारावास भोगना पड़ा।



दूसरे में एक व्यवसायी ने दूसरे को ₹5,00,000 का व्यापारिक ऋण दिया था; चेक अनादृत हुआ। दोनों पक्षों ने कहा — "यदि समाधान आज सम्भव है, तो विवाद वर्षों क्यों चले?" — और मध्यस्थता केन्द्र पहुँचे। मध्यस्थ ने पृथक् चर्चा कर दोनों को मुकदमे की लागत व परिणाम समझाए और मासिक किस्तों का सुझाव दिया। लिखित समझौते में ₹5,00,000 की राशि ₹50,000 की दस मासिक किस्तों में चुकाने पर सहमति बनी। न्यायालय ने समझौते को स्वैच्छिक व वैध पाकर प्रकरण का निराकरण कर दिया, और स्पष्ट किया कि चूक होने पर निष्पादन की कार्यवाही उपलब्ध रहेगी।

तुलनात्मक विश्लेषण

दोनों प्रकरणों में साक्ष्य समान रूप से सुदृढ़ थे; अन्तर केवल इतना था कि दूसरे प्रकरण के पक्षकारों ने अपने भविष्य का निर्णय स्वयं किया — परिवादी को शीघ्र भुगतान मिला, अभियुक्त को एकमुश्त दबाव से मुक्ति, और चूक की स्थिति में शीघ्र निष्पादन की सुविधा भी बनी रही।

निष्कर्ष

मध्यस्थता किसी की जीत-हार नहीं, बल्कि व्यावहारिक, शीघ्र, मितव्ययी और टिकाऊ समाधान देती है — यही कारण है कि विश्वभर में इसे प्रभावी विवाद-समाधान तंत्र के रूप में स्वीकार किया जा रहा है।

"मुकदमे में न्याय मिलता है, किन्तु मध्यस्थता में समाधान मिलता है। न्यायालय निर्णय देता है, जबकि मध्यस्थता सम्बन्धों को बचाते हुए भविष्य का मार्ग भी दिखाती है।"

शमनीय आपराधिक अपराधों में मध्यस्थता

मध्यस्थता क्यों? — साधारण मारपीट के प्रकरण की कथा

रमेश और सुरेश वर्षों से पड़ोसी हैं। वाहन खड़ा करने को लेकर विवाद हुआ और क्रोध में सुरेश ने रमेश को धक्का देकर मारा। साधारण चोट की शिकायत पर सुरेश के विरुद्ध साधारण मारपीट का अपराध पंजीबद्ध हुआ। अपराध शमनीय (Compoundable) होने और समझौते की सम्भावना देखते हुए न्यायालय ने दोनों को मध्यस्थता का अवसर दिया।

मध्यस्थता में क्या हुआ

मध्यस्थ ने पृथक्-पृथक् बातचीत की। रमेश चाहता था कि सुरेश अपनी गलती स्वीकार करे और क्षमा माँगे — जेल भेजना उसका उद्देश्य नहीं था। सुरेश क्रोध में हुई भूल स्वीकार करने और भविष्य में विवाद शान्तिपूर्वक सुलझाने को तैयार था।

PANEL 1

साधारण चोट का अदालती मुकदमा



तनाव और समय
खर्च

औपचारिक प्रक्रिया, अधिक समय, उच्च खर्च, निर्णय दूसरों के द्वारा।

PANEL 2

मध्यस्थता द्वारा समाधान (Simple Hurt)



सहयोग
त्वरित समाधान

अनौपचारिक, त्वरित, कम खर्चीला, पक्ष स्वयं निर्णय लेते हैं।

PANEL 3

साधारण चोट में मध्यस्थता क्यों बेहतर है?

ANALYSIS (WHY MEDIATION IS BETTER)

संबंधों का संरक्षण



- सकारात्मक संचार (Positive Communication): पक्षकार अपनी भावनाओं को व्यक्त कर सकते हैं।
- पारस्परिक विश्वास (Mutual Trust): पुराने संबंधों को बचाने में मदद करता है।
- स्थायी समाधान (Lasting Solution): दोनों पक्षों को स्वीकार्य।

व्यवहारिकता और लचीलापन



- लचीली प्रक्रिया (Flexible): पक्षकारों की जरूरतों के अनुसार।
- सहयोगात्मक वातावरण (Collaborative Environment): तनाव कम और संवाद अधिक।
- समाधान पर नियंत्रण (Control over Resolution): परिणाम पक्षकारों के हाथ में।

समझौते में तय हुआ — भविष्य में कोई विवाद या मारपीट नहीं, अपमानजनक भाषा का प्रयोग नहीं, पड़ोस-सम्बन्धी विवाद बातचीत से सुलझेंगे, और दोनों विधि के अनुसार अपराध का शमन कराने हेतु सहमत होंगे। न्यायालय ने समझौते को स्वैच्छिक व विधि-सम्मत पाकर शमन स्वीकार किया और प्रकरण समाप्त हो गया।

यदि मध्यस्थता न होती

प्रकरण वर्षों चलता, साक्षी-प्रतिपरीक्षण होते, और जिन्हें भविष्य में भी पड़ोसी बनकर रहना है, उनका सम्बन्ध सदा के लिए टूट सकता था।

अन्तर

मुकदमे में प्रश्न था "अपराध किसने किया"; मध्यस्थता में प्रश्न बना "विवाद कैसे समाप्त हो"। शमनीय अपराधों के पीछे प्रायः चोट नहीं, पड़ोस, सम्पत्ति या पुराना तनाव जैसा वास्तविक कारण छिपा होता है, जिसे मध्यस्थता ही उजागर कर पाती है।

"मध्यस्थता विजेता खोजने की नहीं, आगे का मार्ग खोजने की प्रक्रिया है।"

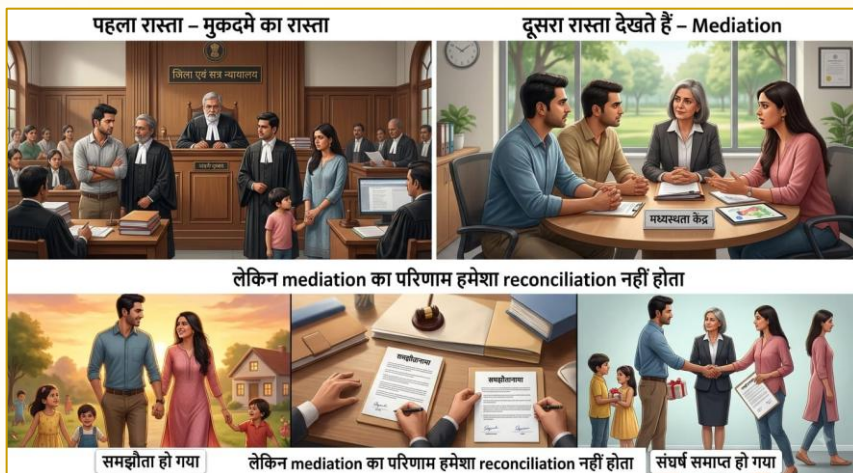
वैवाहिक विवादों में मध्यस्थता

मध्यस्थता क्यों? — एक वैवाहिक विवाद की कथा

अमित और नेहा की विवाह को आठ वर्ष हो चुके हैं, दो छोटे बच्चे हैं। घरेलू व्यय, समय और पारिवारिक हस्तक्षेप को लेकर विवाद बढ़ता गया; नेहा बच्चों को लेकर मायके चली गई और क्रूरता व भरण-पोषण की कार्यवाहियाँ प्रारम्भ हुईं।

पहला मार्ग — मुकदमा

दोनों आहत और क्रुद्ध होकर मध्यस्थता से इनकार करते हैं। प्रतिरक्षित मुकदमेबाजी में गवाही, प्रतिपरीक्षण, अन्तरिम भरण-पोषण और अभिरक्षा के विवाद चलते रहे; विवाद दो परिवारों तक फैल गया और बच्चे भी प्रभावित होने लगे — कोई यह नहीं पूछ रहा था कि उनके लिए सही क्या है।



दूसरा मार्ग — मध्यस्थता

मध्यस्थ पृथक् बातचीत में समझता है कि नेहा को सम्मान, आर्थिक सुरक्षा और बच्चों का सुरक्षित भविष्य चाहिए; अमित बच्चों से दूर नहीं होना चाहता और पारिवारिक हस्तक्षेप कम करना चाहता है। विस्तृत समझौते में तय होता है — बच्चे नेहा के साथ रहेंगे, अमित को नियमित भेंट व दूरभाष-सम्पर्क का अधिकार होगा; शिक्षा व चिकित्सा व्यय में अमित योगदान देगा और नियत मासिक राशि देगा; बच्चों के सामने अपमानजनक बातें नहीं होंगी; परिवारजनों का अनावश्यक हस्तक्षेप नहीं होगा। अन्ततः दोनों सम्बन्ध को एक और अवसर देने का निर्णय भी लेते हैं।

किन्तु परिणाम सदैव पुनर्मिलन नहीं

कई बार बातचीत से स्पष्ट होता है कि साथ रहना दोनों के हित में नहीं। तब मध्यस्थता विवाह बचाने की नहीं, बल्कि अभिरक्षा, भरण-पोषण, सम्पत्ति-विभाजन और भावी मुकदमेबाजी से बचाव पर सम्मानजनक व शान्तिपूर्ण पृथक्करण सुनिश्चित करने की प्रक्रिया बन जाती है।

अन्तिम सन्देश

वैवाहिक विवाद में जीत का अर्थ यह नहीं कि एक पक्ष जीता और परिवार टूट गया। मध्यस्थता पूछती है — "क्या हम ऐसा समाधान खोज सकते हैं जिसमें बच्चों का भविष्य सुरक्षित रहे और पक्षकारों की गरिमा बनी रहे?" और यदि साथ रहना सम्भव नहीं, तब भी वह सुनिश्चित कर सकती है कि रिश्ता समाप्त हो, संघर्ष नहीं।

"मध्यस्थता सदैव विवाह नहीं बचाती; कई बार वह व्यक्तियों को युद्ध से बचा लेती है।"

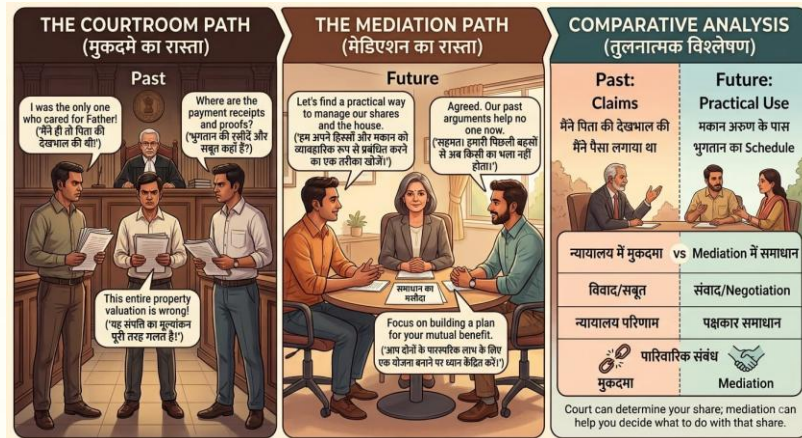
बँटवारा वाद में मध्यस्थता

मध्यस्थता क्यों? — पारिवारिक विभाजन की कथा

पिता के निधन पश्चात् अरुण, भारत और चेतन का शहर के एक मकान व लगभग 6,000 वर्गफुट भूमि में समान अंश है। प्रत्येक का दावा भिन्न आधार पर था — रहवास, व्यवसाय में योगदान, समान अंश की माँग — और बातचीत विफल होने पर अरुण ने बँटवारे का वाद प्रस्तुत कर दिया।

पहला मार्ग — न्यायालय

विवाद केवल अंश तक सीमित न रहकर निर्माण में योगदान, उपयोग की अवधि और सम्पत्ति के मूल्य जैसे प्रश्नों तक फैल गया — अभिवचन, साक्ष्य, कमिश्नर-मूल्यांकन और लम्बी बहस के बाद न्यायालय ने तीनों का एक-तिहाई अंश घोषित किया, किन्तु भौतिक विभाजन का व्यावहारिक क्रियान्वयन तब भी शेष रहा।



दूसरा मार्ग — मध्यस्थता

मध्यस्थ पूछता है — "आप वास्तव में क्या चाहते हैं?" अरुण मकान में रहना चाहता है और भाइयों को अंश देना चाहता है; भारत और चेतन को केवल उचित मूल्य चाहिए, मकान नहीं। समाधान निकलता है — मकान अरुण के पास रहेगा; सम्पत्ति का बाज़ार मूल्य ₹90 लाख निर्धारित होकर प्रत्येक भाई का अंश ₹30 लाख माना जाएगा; अरुण भारत व चेतन को ₹20-20 लाख की तीन किस्तों में भुगतान करेगा; बकाया किराये का बँटवारा होगा और भविष्य का किराया अरुण को मिलेगा; सभी लम्बित कार्यवाहियाँ समाप्त होंगी। सबसे महत्वपूर्ण — तीनों भाई सहमत होते हैं कि सम्पत्ति के लिए रिश्ते समाप्त नहीं करेंगे और पारिवारिक अवसरों पर साथ मिलेंगे।

अतीत बनाम भविष्य

मुकदमे में पक्षकार अपना अतीत सिद्ध करते हैं; मध्यस्थता में वे तय करते हैं कि आगे क्या किया जाए — और अंश-घोषणा के बाद भी शेष रहने वाली व्यावहारिक कठिनाइयों (कब्ज़ा, मूल्यांकन, हस्तान्तरण) को पहले ही सम्बोधित कर देती है।

निष्कर्ष

बँटवारा वाद केवल भूमि का विवाद नहीं, प्रायः भाई-भाई या परिवार के भीतर का विवाद होता है। न्यायालय अंश निर्धारित कर सकता है; मध्यस्थता यह तय करने में सहायता करती है कि उस अंश का क्या किया जाए।

"सम्पत्ति का विभाजन हो सकता है, किन्तु परिवार का विभाजन आवश्यक नहीं है।"

धन-वसूलीवादों में मध्यस्थता

मध्यस्थता क्यों? — धन-वसूली की कथा

राजेश ने व्यवसाय हेतु विवेक से लगभग ₹10 लाख का माल उधार लिया, 90 दिन में भुगतान की सहमति दी, किन्तु ₹7 लाख शेष रह गए। बार-बार आश्वासन के बाद भी भुगतान न होने पर विवेक ने धन-वसूली का वाद प्रस्तुत किया।

पहला मार्ग — न्यायालय

राजेश ने देनदारी स्वीकार की, किन्तु तत्काल भुगतान में असमर्थता जताई। लगभग तीन वर्ष के विचारण के बाद न्यायालय ने विवेक के पक्ष में ब्याज सहित ₹7 लाख अदा करने का निर्णय दिया — किन्तु राजेश ने अपील कर दी, और डिक्री के बाद भी निष्पादन की आवश्यकता बनी रही। निर्णय मिलना और वास्तविक वसूली होना दो भिन्न बातें साबित हुईं।

दूसरा मार्ग — मध्यस्थता

मध्यस्थ को स्पष्ट होता है कि यह दायित्व का नहीं, तरलता (Liquidity) का विवाद है — राजेश देने से इनकार नहीं कर रहा, केवल एकमुश्त राशि में असमर्थ है। समझौते में तय होता है — राजेश ₹7 लाख की बकाया राशि स्वीकार करेगा; समझौते के समय ही ₹1 लाख देगा; शेष ₹6 लाख ₹50,000 प्रतिमाह की बारह किस्तों में, प्रत्येक माह की 10 तारीख को, बैंक अन्तरण से चुकाएगा; चूक होने पर विवेक विधिक उपाय अपना सकेगा। पहली राशि तत्काल मिलने से विवेक को राहत मिली और राजेश को नकदी-प्रवाह के अनुसार भुगतान की सुविधा।

1 व्यवसायिक लेन-देन और बकाया राशि

राजेश, यह माल आपके व्यवसाय के लिए ₹10 लाख का है।

हैं विवेक जी, मैं 90 दिनों में पूरा भुगतान कर दूंगा।

लेकिन...

समय बीतने के बाद भी ₹7,00,000 बकाया रह गए।

90 दिन

विवेक (माल आपूर्तिकर्ता)

राजेश (व्यवसायी)

2 पहला मार्ग - न्यायालय

लंबी प्रक्रिया, समय और खर्च

जिला न्यायालय

लगभग 3 वर्ष की न्यायालयीन प्रक्रिया

विवेक के पक्ष में ₹7 लाख + ब्याज की डिक्री

राजेश ने अपील कर दी

डिक्री के बाद भी वास्तविक वसूली के लिए निष्पादन की आवश्यकता

निर्णय तो मिल गया... लेकिन अभी भी भुगतान नहीं करना पड़ रहा...

धन-वसूली वाद

निर्णय मिलना और वास्तविक धन-वसूली होना - दो अलग बातें हैं।

3 दूसरा मार्ग - मध्यस्थता

संवाद, समझ और समाधान

मुझे अपना बकाया चाहिए।

यह दायित्व का नहीं, तरलता (Liquidity) का विवाद है। आइए, मिलकर व्यावहारिक समाधान खोजते हैं।

मैं राशि देना चाहता हूँ, लेकिन एकमुश्त भुगतान करने में असमर्थ हूँ।

मध्यस्थ

मध्यस्थता में दोनों पक्षों ने मिलकर एक व्यावहारिक और स्वीकार्य समाधान तय किया।

4 समझौता और नई शुरुआत

दोनों के लिए लाभ

समाधान से संबंध भी मजबूत

समझौते की मुख्य शर्तें

- राजेश ₹7,00,000 की बकाया राशि स्वीकार करेगा।
- समझौते के समय ही ₹1,00,000 तत्काल देगा।
- शेष ₹6,00,000, ₹50,000 प्रतिमाह की 12 किस्तों में चुकाएगा।
- प्रत्येक माह की 10 तारीख को बैंक अंतरण द्वारा भुगतान किया जाएगा।
- भुगतान में चूक होने पर विवेक को विधिक उपाय अपनाने का अधिकार रहेगा।

विवेक को तत्काल ₹1,00,000 मिला और शेष राशि की वसूली और स्पष्ट मार्ग मिला।

राजेश को अपनी नकदी-प्रवाह के अनुसार भुगतान करने की सुविधा मिली और व्यवसाय जारी रहा।

धन-वसूली में केवल डिक्री पर्याप्त नहीं; वास्तविक सफलता तब है जब धन लेनदार तक पहुँचे और देनदार का व्यवसाय भी सुरक्षित रहे।

"जहाँ मुकदमा यह तय करता है कि धन किसका है, वहाँ मध्यस्थता यह खोजने का प्रयास करती है कि धन वापस कैसे पहुँचे।"

उपभोक्ता विवादों में मध्यस्थता

मध्यस्थता क्यों? — उपभोक्ता विवाद की कथा

अजय ने ₹12 लाख की कार खरीदी, जिसमें बार-बार तकनीकी खराबियाँ आती रहीं और अन्ततः वह मार्ग में बन्द हो गई। कम्पनी वारंटी के अन्तर्गत मरम्मत को पर्याप्त मानती रही; विवाद बढ़ने पर अजय ने उपभोक्ता आयोग में परिवाद प्रस्तुत किया।

पहला मार्ग — आयोग में मुकदमा

वाहन बदलने या मूल्य वापसी की माँग पर कम्पनी ने निर्माण-दोष से इनकार किया; तकनीकी प्रतिवेदनों पर विवाद हुआ, लम्बी सुनवाई के बाद आयोग ने अजय के पक्ष में आदेश दिया, किन्तु कम्पनी अपील में चली गई — विवाद वर्षों तक खिंच गया।



दूसरा मार्ग — मध्यस्थता

अजय को केवल भरोसेमंद कार चाहिए थी, कम्पनी को ग्राहक-सम्बन्ध बचाना था। समाधान निकला — दोषपूर्ण कल-पुर्जे निःशुल्क बदले जाएँगे; मरम्मत की अवधि में वैकल्पिक वाहन मिलेगा; एक वर्ष की विस्तारित वारंटी दी जाएगी; असुविधा हेतु सहमत प्रतिकर मिलेगा; तत्पश्चात् परिवाद समाप्त होगा।

दूसरा उदाहरण — बिल्डर व गृह-क्रेता

पूजा को ₹60 लाख के फ्लैट का कब्जा समय पर नहीं मिला, जबकि वह किराया व ऋण-किस्त दोनों दे रही थी। मध्यस्थता में बिल्डर ने निश्चित तिथि तक कब्जा देने, विलम्ब-प्रतिकर की निश्चित राशि, अनुरक्षण-शुल्क में छूट और दस्तावेजीकरण की समय-सीमा पर सहमति दी — प्रश्न "कौन सही है" से बदलकर "उपभोक्ता को अनुतोष शीघ्रतम कैसे मिले" हो गया। उपभोक्ता को केवल यह जानना पर्याप्त नहीं कि वह विधिक रूप से सही है; उसे उपचार चाहिए, और मध्यस्थता प्रायः वही व्यावहारिक उपचार शीघ्रतम उपलब्ध कराती है।

"उपभोक्ता को केवल निर्णय नहीं चाहिए; उपभोक्ता को उपचार चाहिए"

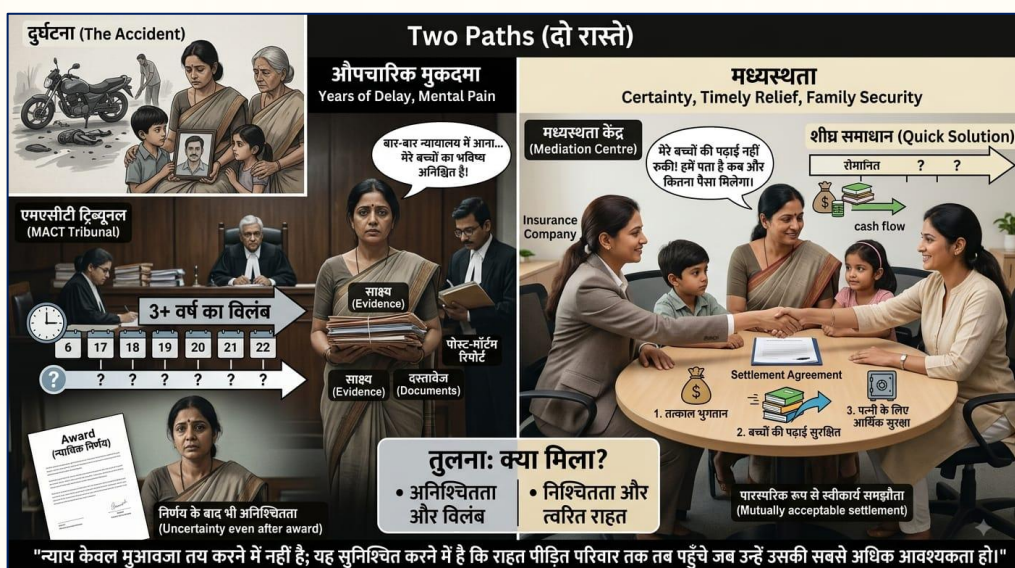
मोटर दुर्घटना दावा अधिकरण के प्रकरणों में मध्यस्थता

मध्यस्थता क्यों? — मोटर दुर्घटना दावे की कथा

राकेश, परिवार का मुख्य अर्जक, सड़क दुर्घटना में मृत्यु को प्राप्त हुआ। पत्नी सुनीता ने दो बच्चों व वृद्ध सास के साथ अधिकरण में प्रतिकर का दावा प्रस्तुत किया।

पहला मार्ग — अधिकरण में मुकदमा

दायित्व, आय, आयु व आश्रितता पर साक्ष्य और बहस चली; लगभग तीन वर्ष बाद अवार्ड पारित हुआ, किन्तु अपील की सम्भावना और भुगतान में प्रक्रियागत विलम्ब से वास्तविक राहत और टल सकती थी।



दूसरा मार्ग — मध्यस्थता

सुनीता को केवल निश्चितता, समय पर भुगतान और बच्चों की शिक्षा हेतु सुरक्षा चाहिए थी; बीमा कम्पनी राशि पर सहमति चाहती थी। बातचीत से ₹30 लाख की सहमत राशि तय हुई — कुछ राशि शीघ्र, बच्चों का अंश भावी आवश्यकता के अनुरूप सुरक्षित, शेष निश्चित समय-सीमा में भुगतान।

दूसरा उदाहरण — गम्भीर चोट

विकास नामक विद्युत-मिस्त्री गम्भीर रूप से घायल हुआ और महीनों कार्य नहीं कर सका। मध्यस्थता में उसे तत्काल इलाज-व्यय, आय-हानि और भावी उपचार को समाहित करने वाला सहमत भुगतान ढाँचा मिला, न कि केवल भावी अवार्ड की प्रतीक्षा।

अन्तिम सन्देश

मोटर दुर्घटना दावे के पीछे प्रायः किसी परिवार की पूरी ज़िन्दगी बदल चुकी होती है — इसलिए मध्यस्थता का उद्देश्य केवल प्रकरण समाप्त करना नहीं, बल्कि परिवार को शीघ्र राहत देना है।

"दुर्घटना ने परिवार से एक व्यक्ति छीन लिया है; हमारी प्रक्रिया इतनी लम्बी नहीं होनी चाहिए कि वह परिवार से उसका भविष्य भी छीन ले।"

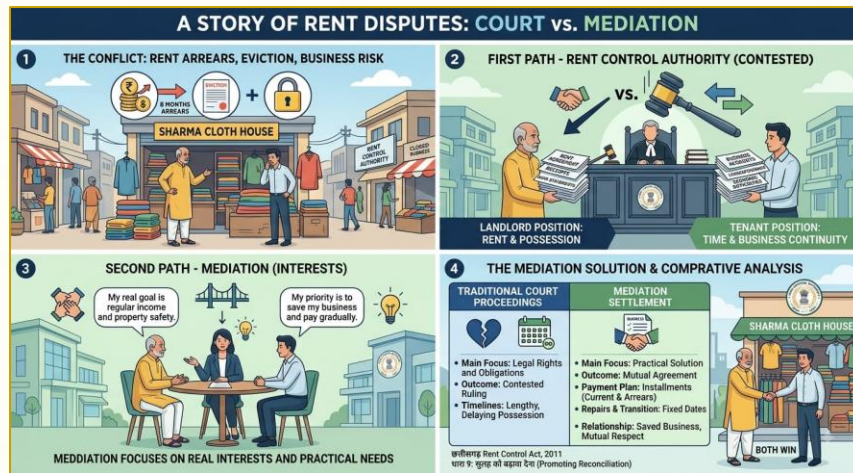
किराया सम्बन्धी विवादों में मध्यस्थता

मध्यस्थता क्यों? — किराया विवाद की कथा

विनय सात वर्षों से शर्मा जी की दुकान में व्यवसाय कर रहा था। व्यवसाय में मन्दी से लगभग आठ माह का किराया बकाया हो गया। बातचीत विफल होने पर प्रकरण किराया नियन्त्रक के समक्ष पहुँचा।

पहला मार्ग — किराया नियन्त्रण प्राधिकारी

दोनों पक्ष अपने दस्तावेजों के साथ अपनी विधिक स्थिति सिद्ध करने में लगे रहे, जबकि दुकान और व्यवसाय यथावत् चलते रहे और विवाद भी।



दूसरा मार्ग — मध्यस्थता

मध्यस्थ को स्पष्ट होता है कि शर्मा जी को दुकान खाली कराना नहीं, केवल समय पर किराया चाहिए; विनय किराया देने से इनकार नहीं कर रहा, केवल समय चाहता है। समाधान निकलता है — ₹2,40,000 का बकाया ₹40,000 की छह मासिक किस्तों में चुकाया जाएगा, पहली किस्त तत्काल; आगे का किराया नियत तिथि पर मिलेगा; शर्मा जी छत की मरम्मत कराएँगे; नियमानुसार किरायेदारी जारी रहेगी; चूक होने पर विधिक उपाय उपलब्ध रहेगा।

दूसरी परिस्थिति

जहाँ मालिक स्वयं दुकान का उपयोग चाहता हो, वहाँ भी मध्यस्थता निश्चित तिथि तक किरायेदार को समय, प्रतिभूति राशि का समायोजन और व्यवस्थित कब्जा-हस्तान्तरण जैसा समाधान दे सकती है।

छत्तीसगढ़ किराया नियन्त्रण अधिनियम, 2011 की धारा 9 स्वयं किराया नियन्त्रक को ऐसे विवादों में समाधान कराने की भूमिका देती है, क्योंकि मालिक व किरायेदार के हित प्रायः पूर्णतः विरोधी नहीं होते।

अन्तिम सन्देश

केवल यह देखना पर्याप्त नहीं कि किराया किसने नहीं दिया; यह देखना भी आवश्यक है कि क्यों नहीं दिया — और क्या ऐसा समाधान सम्भव है जिसमें मालिक की सुरक्षा और किरायेदार की निरन्तरता, दोनों बच सकें।

"श्रेष्ठ किराया-विवाद वह नहीं जिसमें मालिक किरायेदार से जीते या किरायेदार मालिक को हराए; श्रेष्ठ वह है जिसमें दोनों को ठीक-ठीक पता हो कि उन्हें क्या देना है, क्या निभाना है और विवाद अन्ततः कब समाप्त होगा।"

श्रम विवादों में मध्यस्थता

मध्यस्थता क्यों?

सुरेश 11 वर्षों से एक विनिर्माण कम्पनी में तकनीशियन था; कदाचार के आरोप में उसकी सेवा समाप्त कर दी गई। विवाद श्रम न्यायालय पहुँचा।

THE COURTROOM PATH (मुकदमे का रास्ता)	THE MEDIATION PATH (मेडिएशन का रास्ता)	COMPARATIVE BENEFITS (तुलनात्मक विश्लेषण)												
PROOF OF DEBT IS ESSENTIAL! (सबूत देना ज़रूरी है!) MY PAYMENTS ARE STUCK! (मेरा पैसा अटक हुआ है!) 3 YEARS OF LITIGATION (3 साल का मुकदमा) FOCUS: HOW MUCH IS PAYABLE? (प्रश्न: कितनी राशि देय है?)	I NEED SECURE PAYMENTS. (मुझे सुरक्षित भुगतान चाहिए) I CAN PAY IN INSTALLMENTS. (मैं किस्तों में भुगतान कर सकता हूँ।) FOCUS: HOW CAN IT ACTUALLY BE PAID? (प्रश्न: राशि कैसे और कब चुकाई जाए?)	<table border="1"> <thead> <tr> <th>COURT LITIGATION</th> <th>vs</th> <th>MEDIATION</th> </tr> </thead> <tbody> <tr> <td>ONE-TIME LIABILITY PRESURE एकमुश्त देयता का दबाव</td> <td></td> <td>FLEXIBLE PAYMENT SCHEDULE लचीला भुगतान अनुसूची</td> </tr> <tr> <td>BROKEN COMMERCIAL RELATIONS टूटा हुआ व्यावसायिक संबंध</td> <td></td> <td>PRESERVED COMMERCIAL RELATIONS सुरक्षित व्यावसायिक संबंध</td> </tr> <tr> <td>DECREE IS NOT ACTUAL RECOVERY निर्णय का अर्थ वसूली नहीं</td> <td></td> <td>LEGALLY BINDING AGREEMENT FOR RECOVERY वसूली के लिए कानूनी समझौता</td> </tr> </tbody> </table> Mediation does not always save the marriage; sometimes it saves the people from the war. (मेडिएशन हमेशा विवाह नहीं बचाता; कभी-कभी यह लोगों को युद्ध से बचाता है।)	COURT LITIGATION	vs	MEDIATION	ONE-TIME LIABILITY PRESURE एकमुश्त देयता का दबाव		FLEXIBLE PAYMENT SCHEDULE लचीला भुगतान अनुसूची	BROKEN COMMERCIAL RELATIONS टूटा हुआ व्यावसायिक संबंध		PRESERVED COMMERCIAL RELATIONS सुरक्षित व्यावसायिक संबंध	DECREE IS NOT ACTUAL RECOVERY निर्णय का अर्थ वसूली नहीं		LEGALLY BINDING AGREEMENT FOR RECOVERY वसूली के लिए कानूनी समझौता
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पहला मार्ग — श्रम न्यायालय

पुनर्स्थापन व पिछले वेतन के दावे पर साक्ष्य और बहस चली; लगभग दो-तीन वर्ष बाद सेवा-समाप्ति अनुचित मानकर पुनर्स्थापन का आदेश हुआ, किन्तु कम्पनी ने उसे चुनौती दे दी और विवाद आगे बढ़ गया — इस बीच सुरेश का परिवार आर्थिक अनिश्चितता में रहा।

दूसरा मार्ग — मध्यस्थता

सुरेश को आर्थिक सुरक्षा व सम्मान चाहिए था, कम्पनी को अनुशासन व निश्चितता। समाधान निकला — सुरेश को दूसरे विभाग में पुनः नियुक्त किया जाएगा; पिछले वेतन के स्थान पर सहमत एकमुश्त राशि तय समय में दी जाएगी, कुछ राशि तत्काल; वेतन-पदनाम की शर्तें स्पष्ट होंगी; भविष्य की शिकायतें आन्तरिक तंत्र से उठेंगी। यदि कर्मचारी लौटना ही न चाहे, तो सहमत समझौता-राशि व लम्बित देयों के निपटान के साथ नियोजन-सम्बन्ध सम्मानपूर्वक समाप्त किया जा सकता है।

रोज़गार का विवाद केवल नौकरी का नहीं, किसी की आजीविका और किसी संस्था की कार्य-संस्कृति दोनों का प्रश्न है।

"रोज़गार का विवाद केवल नौकरी का विवाद नहीं है; यह किसी व्यक्ति की आजीविका और किसी संस्था की कार्य-संस्कृति, दोनों का प्रश्न है। इसलिए जहाँ सम्भव हो, समाधान ऐसा होना चाहिए जिसमें विवाद समाप्त हो — और गरिमा बनी रहे।"

मध्यस्थता क्यों?

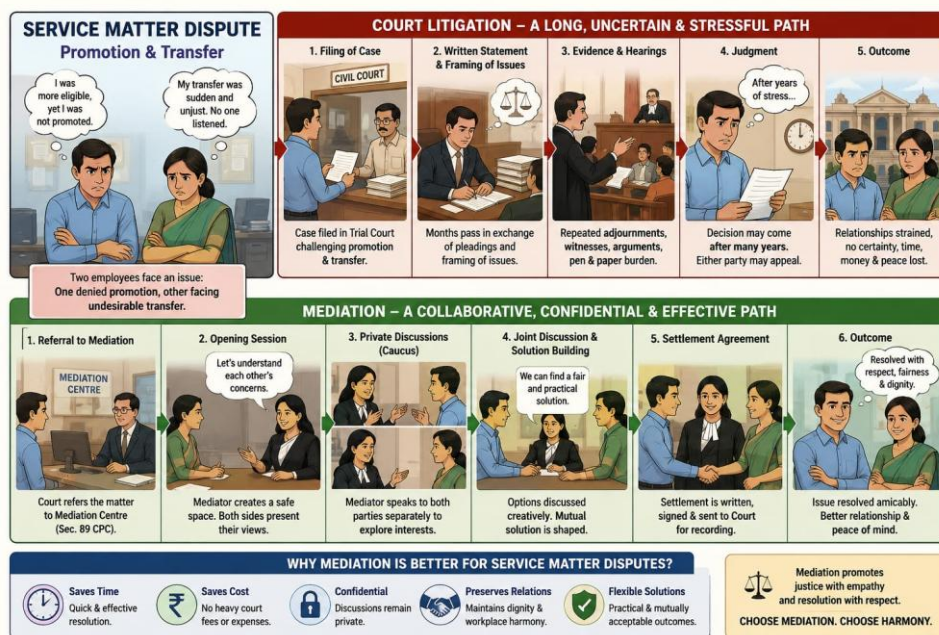
अशोक और भारत लगभग समान वरिष्ठता से एक शासकीय विभाग में नियुक्त हुए थे। पदोन्नति सूची में भारत का नाम आया, अशोक का नहीं। अभ्यावेदन में राहत न मिलने पर अशोक ने न्यायालय की शरण ली।

पहला मार्ग — न्यायालय

सेवा-नियमों, वरिष्ठता और चयन-प्रक्रिया की वैधता पर लम्बी बहस चली, और इस दौरान कर्मचारी-विभाग सम्बन्ध में तनाव बढ़ता गया।

दूसरा मार्ग — मध्यस्थता/सुलह

अशोक की वास्तविक माँग निष्पक्ष विचार थी, न कि विभाग से विवाद। बातचीत में सामने आया कि वरिष्ठता-सूची में उसकी एक प्रविष्टि सही प्रतिबिम्बित नहीं थी। सहमति बनी — विभाग नियमानुसार अभिलेख का पुनः सत्यापन करेगा; शिकायत सही पाए जाने पर सकारण आदेश पारित होगा और अशोक को अगले पदोन्नति-चक्र में नियमानुसार विचारित किया जाएगा; भविष्य की शिकायतें विभागीय तंत्र से उठेंगी। ध्यान रहे — यह किसी वैधानिक नियम को दरकिनार करना नहीं, बल्कि नियमों के भीतर समाधान खोजना है।



दूसरा उदाहरण — स्थानान्तरण

सुनील का दूरस्थ स्थानान्तरण हुआ; सुलह में स्थगन, वैकल्पिक पदस्थापना अथवा अनुज्ञेय प्रशासनिक विकल्पों पर बातचीत सम्भव हुई — पुनः नियम के भीतर ही।

सेवा प्रकरणों में मध्यस्थता का उद्देश्य किसी भी मूल्य पर समझौता कराना नहीं, बल्कि जहाँ विधि अनुमति दे, वहाँ विवाद को नियमों के भीतर रहते हुए संवाद व सहमति से समाप्त करना है।

"नियमों से बाहर जाकर समझौता न्याय नहीं है; किन्तु नियमों के भीतर रहते हुए समाधान खोज लेना ही प्रभावी विवाद-समाधान है।"

PART III

State and District level Training and Outreach Activities.

Online Referral Judges Training Program organised by CSJA. Under the esteemed chairmanship of Hon'ble Mr. Justice P.P. Sahu, Judge, High Court of Chhattisgarh,

An online training programme was conducted on 31st July, wherein, Hon'ble Mr. Justice Parth Prateem Sahu, Judge, High Court of Chhattisgarh emphasized the vital role of mediation in ensuring timely, cost- effective and amicable resolution of disputes. Judicial officers were encouraged to identify and refer a greater number of appropriate cases to mediation, thereby promoting consensual dispute resolution and reducing the burden of litigation on courts. The programme highlighted the objectives of the Mediation 3.0 Campaign, encouraging judicial officers to proactively refer appropriate civil, matrimonial, commercial, cheque dishonour, motor accident claim, partition, consumer, labour, service, and other mediation-worthy matters. Interactive discussions and practical insights enabled the participants to better appreciate the transformative role of mediation in ensuring speedy, cost-effective, and harmonious resolution of disputes. The training programme reaffirmed the commitment of the judiciary towards institutionalizing mediation as a preferred mode of dispute resolution and strengthening access to justice through collaborative and people-centric judicial processes.



Through August 2026, the District & Sessions Court, Durg, together with the District Legal Services Authority, Durg, translated the Mediation 3.0 vision into a sustained field campaign of trainings, meetings and rural outreach camps, summarised below.

S.No.	Date	Event	Focus
1	5 Aug 2026	District Judge's meeting with empanelled mediators	Sh. K. Vinod Kujur, Principal District & Sessions Judge, reinforced mediation as fostering dialogue, trust and lasting social harmony; mediators briefed for National Lok Adalat.
2	6 Aug 2026	Workshop on Mediation 3.0 for judicial officers & stakeholders	Technical session by Smt. Kamini Jaiswal, Civil Judge Sr. Div., Durg, covering the Mediation Act 2023 and CG Mediation Rules 2015.
3	5 Aug 2026	Magistrates' Meeting on Mediation 3.0	As Per NALSA/CGSLSA directions; sensitised Magistracy to identifying and referring matrimonial, compoundable-criminal, cheque-dishonour and property disputes.
4	3 Aug 2026	Coordination meeting with Advocates, Dhamdha	Taluka Legal Services Committee, Dhamdha; strategies discussed with advocates to promote the Campaign.
5	4 Aug 2026	Meeting at Patan	Meeting organised by Chairman, TLSC Patan, to strengthen local implementation.
6	8 Aug 2026	Village outreach & legal awareness, Kuthrel	Mediation awareness and legal-aid outreach organised by DLSA, Durg.
7	8 Aug 2026	Advocates' meeting, Bhilai-3	Special Meeting Presided over by TLSA Bhilai-3, to promote the Mediation 3.0 Campaign among the local Bar.
8	8 Aug 2026	Arasnaara rural outreach camp	Carried mediation to the community's doorstep, embodying the shift from courtroom to community-based resolution.
9	9 Aug 2026	One-day online training for Referral Judges (CGSJA, Bilaspur)	State-level training reinforcing referral practice.
10	9 Aug 2026	Rural Mediation Awareness Camp, Nankatti	Reflected the vision of "Justice through dialogue" at the grassroots.
11	12 Aug 2026	Nikum outreach	People-centric outreach carrying Mediation 3.0 to a rural community, reinforcing dialogue-based justice.

“Mediation 3.0: Glimpses of Dialogue, Resolution & Justice.”
District Court, Durg







TAKING MEDIATION TO THE ROOTS

Campus-Based Mediation Competitions in Educational Institutions — An Initiative under the Mediation 3.0 Drive

A culture of peaceful dispute resolution cannot be legislated into existence; it must be cultivated early, at the stage of education itself. This proposal invites schools, colleges, universities and law institutions to organise Student Mediation Competitions built on fictional mediation propositions, exposing students experientially to negotiation, empathy and consensual resolution — shifting mediation from the periphery of the justice system to the centre of civic life.

Draft Proposal

Team Composition

Team has three roles: the Client (explains facts and interests, and alone decides on settlement), the Counsel (advises without turning mediation into courtroom argument), and the Mediator (a neutral custodian of the process who facilitates dialogue, conducts caucuses, and helps parties reach a voluntary agreement — the Mediator owns the process; the parties own the outcome).

Structure and Role Rotation

Teams compete under anonymous Team Codes through Preliminary, Quarter-Final, Semi-Final and Grand-Final rounds. A distinctive feature is role rotation — the same student experiences the Client, Counsel and Mediator roles in successive rounds, learning that every conflict has multiple narratives and that legal positions differ from underlying interests. All propositions are supplied by the District & Sessions Court, Durg, to ensure realism, balance and fairness.

The Standard Mediation Session (four stages)

Opening (introduction, ground rules, opening statements) -> Joint Discussion (moving from positions to interests to options) -> Caucus (private, time-boxed exploration of settlement possibilities, never used to impose a solution) -> Settlement and Closure (a Term Sheet recording obligations, timelines and consequences of non-compliance; partial settlement is acceptable, and process quality — not settlement alone — is what is judged).

Stage	Preliminary	Final
Opening statements	7 min	7 min
Joint session	25 min	30 min
Caucus	5 min	8 min
Negotiation & closure	8 min	15 min
Total	45 min	60 min

Evaluation Criteria (100 marks)

Criterion	Marks
Communication	10

Active listening	10
Identification of interests	15
Empathy & relationship building	10
Interest-based negotiation	15
Creativity in problem solving	10
Mediator neutrality & process management	10
Caucus management	5
Time management	5
Professional conduct	5

The highest weightage — identification of interests and interest-based negotiation — deliberately rewards the substance of mediation over its theatre

Long-Term Vision

A student who passes through this programme — whatever profession follows — carries one lesson forward: every dispute need not become a battle. By introducing mediation in educational institutions, running competitions, creating Mediation Clubs and developing young “Mediation Ambassadors,” Mediation 3.0 seeks to create not merely trained mediators but mediation-conscious citizens — moving mediation from a method of dispute resolution to a way of approaching conflict itself.

Fostering Legal Excellence: Glimpses from Bharti University, Durg





PART V

QUESTIONNAIRE

Mediation in Criminal Compoundable and Civil Matters

Dayawati v. Yogesh Kumar Gosain, CrI. Ref. No. 1/2016, decided on 17.10.2017 (High Court of Delhi, Division Bench) and the Chhattisgarh Mediation Rules, 2015

Instruction to participants: For each question, identify the relevant paragraph or guideline of the judgment, or the relevant Rule, and reproduce the answer strictly in the verbatim language of the judgment or the Rules. No paraphrasing shall be permitted.

PART I – Dayawati v. Yogesh Kumar Gosain

Q.1. What is the legality of referring a criminal compoundable case, such as a complaint under Section 138 of the Negotiable Instruments Act, 1881, to mediation?

Answer: Para 118

“It is legal to refer a criminal compoundable case as one under Section 138 of the NI Act to mediation.”

Q.2. Do the Mediation and Conciliation Rules framed under Section 89 of the Code of Civil Procedure, 1908 apply to mediation arising out of criminal as well as civil cases?

Answer: Para 118

“The Delhi Mediation and Conciliation Rules, 2004 issued in exercise of the rule making power under Part-10 and Clause (d) of sub-section (ii) of Section 89 as well as all other powers enabling the High Court of Delhi to make such rules, applies to mediation arising out of civil as well as criminal cases.”

Q.3. Once the parties choose mediation as the mechanism for resolving their dispute, what procedure should the court follow?

Answer: Para 118

“Once the parties have chosen the appropriate mechanism which they would be willing to use to resolve their disputes, the court should refer the parties to such forum while stipulating the prescribed time period, within which the matter should be negotiated...”

Q.4. What should the court do when the parties seek reference of a criminal matter to mediation?

Answer: Para 118

"In the event that the parties seek reference to mediation, the court should list the matter before the concerned mediation centre/mediator on a fixed date directing the presence of the parties/authorized representatives before the mediator on the said date."

Q.5. What should the mediator do after a settlement is reached between the parties?

Answer: Para 118

"The mediator should forward a carefully executed settlement agreement duly signed by both parties along with his report to the court on the date fixed."

Q.6. What is the judicial duty of the Magistrate before accepting a mediated settlement?

Answer: Para 118

"The magistrate should independently apply his judicial mind and satisfy himself that the settlement agreement is genuine, equitable, lawful, not opposed to public policy, voluntary and that there is no legal impediment in accepting the same."

Q.7. What should the parties affirm before the Magistrate regarding the settlement?

Answer: Para 118

"The magistrate should record a statement on oath of the parties affirming the terms of the settlement; that it was entered into voluntarily, of the free will of the parties, after fully understanding the contents and implications thereof."

Q.8. What should the Magistrate do after recording the statements of the parties pursuant to the settlement?

Answer: Para 118

"Pursuant to recording of the statement of the parties, the magistrate should specifically accept the statement of the parties as well as their undertakings and hold them bound by the terms of the settlement terms entered into by and between them."

Q.9. What should happen when the complainant requests withdrawal from prosecution on account of a mediated settlement in a Section 138 NI Act case?

Answer: Para 118

"Upon receiving a request from the complainant, that on account of the compromise vide the settlement agreement, it is withdrawing himself from prosecution, the matter has to be compounded."

Q.10. What is the consequence of breach of an undertaking given by a party to abide by the settlement and accepted by the court?

Answer: Para 117

"In addition, if the party has tendered an undertaking to abide by the terms of the agreement, which stands accepted by the court, in the event of breach of the undertaking, action and consequences under the Contempt of Courts Act could also follow."

Q.11. What is the consequence of breach and non-payment of the agreed amount where the settlement has been acted upon by the High Court under Section 482 Cr.P.C.?

Answer: Para 116

"Upon breach of such order and non-payment of the agreed amounts, the same may be recoverable in terms of Section 431 read with Section 421 Cr.P.C."

Q.12. Does a mediated settlement arising out of a criminal case amount to a decree of a civil court, and can it be executed in a civil court?

Answer: Para 118 – Question V(i)

"The settlement reached in mediation arising out of a criminal case does not tantamount to a decree by a civil court and cannot be executed in a civil court."

Q.13. What is the position where mediation results in settlement of a civil case?

Answer: Para 118 – Question V(i)

"However, a settlement in mediation arising out of referral in a civil case by a civil court, can result in a decree upon compliance with the procedure under Order XXIII of the C.P.C."

PART II – Chhattisgarh Mediation Rules, 2015

Verbatim answers with Rule numbers and headings

Q.1. Can mediation extend beyond the issues specifically referred by the Court?

Answer: Rule 2 – Function of the Mediation Centre

"The Mediation shall not be limited only to the issues in the referred dispute and the Mediator may take into account the disputes between the parties to a case which are not the subject of the pending litigation, and may resolve all disputes between parties."

Q.2. Can counsel for the parties participate in the mediation process?

Answer: Rule 13 – Representation of Parties

"During the mediation, counsel for the parties may also participate in the mediation process."

Q.3. Can a person who is connected with the subject matter of the dispute or related to a party be appointed as a mediator?

Answer: Rule 6 – Disqualification for persons

“any person who is interested or connected with the subject matter of disputes or is related to any one of the parties or to those who represent them, unless such objection is waived by all the parties in writing.”

Q.4. What must a proposed mediator disclose before appointment?

Answer: Rule 9 – Duty of mediator to disclose certain facts

“When a person is approached in connection with his proposed appointment as mediator, he shall disclose any circumstances likely to give rise to a reasonable doubt as to his independence or impartiality.”

Q.5. Can civil and criminal compoundable matters be referred to mediation?

Answer:

“All Civil and Criminal compoundable matters may be referred to mediation during the course of litigation, by the court.”

Q.6. Does failure of one mediation prevent the Court from making another reference?

Answer:

“Failure to arrive at a settlement would not preclude the Court from making fresh reference of the matter for mediation.”

Q.7. Is the mediator bound by the Indian Evidence Act, 1872 or the Code of Civil Procedure, 1908?

Answer: Rule 12 – Mediator not bound by Indian Evidence Act, 1872 or Code of Civil Procedure, 1908

“The mediator shall not be bound by the Code of Civil Procedures, 1908 or the Indian Evidence Act, 1872, but shall be guided by the principles of fairness and justice, having regard to the rights and obligations of the parties, usage of trade, if any, and the circumstances of the disputes.”

Q.8. How are the parties to be present, and can they be represented by counsel during mediation?

Answer: Rule 13 – Representation of Parties

“The parties shall ordinarily be present personally or through constituted attorney at the sessions notified by the Mediator. They may also be represented by a counsel with permission of the mediator in such sessions.”

Q.9. What happens if a party deliberately or wilfully fails to attend a mediation session?

Answer: Rule 14 – Consequences of non-attendance of parties at sessions on due dates

“If a party fails to attend a session notified by the mediator on account of deliberate or wilful act, the other party or mediator can apply to the Court in which the suit or proceeding is pending, in that case Court may issue the appropriate directions having regard to the facts and circumstances of the case.”

Q.10. What is the fundamental role of the mediator?

Answer: Rule 16 – Role of Mediator

“The mediators shall attempt to facilitate voluntary resolution of the disputes by the parties. He shall assist them in understanding the problems, identifying the underlying issues, reducing mis-understandings, generating the options and developing option which are mutually acceptable to both the parties.”

Q.11. Can a mediator impose a settlement upon the parties?

Answer: Rule 17 – Parties alone responsible for taking decision

“The parties shall be made to understand that the mediator only facilitates in arriving at a decision to resolve disputes and that he will not and cannot impose any settlement nor does the mediator give any assurance that the mediation will result in a settlement. The mediator shall not impose any decision on the parties.”

Q.12. What is the maximum period ordinarily prescribed for completion of mediation, and to what extent can it be extended?

Answer: Rule 18 – Time limit for completion of mediation

“On the expiry of Ninety days from the date fixed for the first appearance of the parties before the mediator, the mediation shall stand terminated...”

“such extension shall not be beyond a further period of thirty days.”

Q.13. What obligation do the parties have regarding participation in mediation?

Answer: Rule 19 – Parties to act in good faith

“All the parties shall commit to participate in the proceedings in good faith with the intention to settle the disputes, if possible.”

Q.14. What information received by a mediator is protected by confidentiality?

Answer: Rule 20 – Confidentiality, disclosure and inadmissibility of information

“Receipt or perusal of any document by the mediator or receipt of information orally by the mediator while serving in that capacity, shall be confidential and the mediator shall not be compelled to divulge information regarding the document or record or oral information nor as to what transpired during the mediation.”

Q.15. Can views expressed or admissions made by a party during mediation subsequently be relied upon or introduced in any other proceeding?

Answer: Rule 20 – Confidentiality, disclosure and inadmissibility of information

“Parties shall maintain confidentiality in respect of events that transpired during the mediation and shall not rely on or introduce the said information in any proceeding as to:–”

“a) views expressed by a party in the course of the mediation proceedings”

“d) admission made by a party in the course of mediation proceeding”

Q.16. Is stenographic, audio or video recording of the mediation permissible?

Answer: Rule 20+21 – Confidentiality, disclosure and inadmissibility of information

“There shall be no stenographic or audio or video recording of the mediation for his personal use.”

Q.17. Who can attend the mediation sessions?

Answer: Rule 21 – Privacy

“The mediation sessions shall be conducted in complete privacy; only the concerned parties or their counsels of power of attorney holders can attend, other persons may attend only with the consent of the parties and permission of the mediator.”

Q.18. Can a mediator be held liable or be summoned to give evidence regarding what transpired during mediation?

Answer: Rule 22 – Immunity

“No mediator shall be held liable for anything bonafidely done or omitted to be done by him during the mediation proceedings for civil or criminal action nor shall he be summoned by any party to the suit or proceeding to appear in a Court of Law to testify in regard to information received by him or action taken by him or in respect of drafts or records prepared by him or shown to him during the mediation proceedings.”

Q.19. What is the general rule regarding communication between the mediator and the Court, and in what circumstances may the mediator communicate with the Court?

Answer: Rule 23 – Communication between mediator and the Court

“In order to preserve the confidence of parties in the court and the neutrality of the mediator, there should be no communication between the mediator and the Court, except as stated in sub-rules [2] and [3] of the Rule.”

"All communication between the mediator and the Court shall be made only by the mediator and in respect of the following matters:"

"a) the failure of a party or parties to attend; or"

"b) the mediator's assessment that the case is not suited for settlement through mediation; or"

"c) settlement of dispute or disputes arrived at between parties."

Q.20. What is the procedure when the parties reach a settlement?

Answer: Rule 24 – Settlement agreement

"Where an agreement is reached between the parties with regard to all the issues in the suit or proceeding or some of the issues, the same shall be reduced to writing and signed by the parties or their constituted attorney."

Q.21. Who forwards the settlement agreement to the Court?

Answer: Rule 24 – Settlement agreement

"The agreement of the parties so signed shall be submitted to the Co-ordinator, Mediation Centre, who shall with a covering letter signed by him forward the same to the Court in which the suit or proceeding is pending."

Q.22. What happens if no settlement is reached?

Answer: Rule 24 – Settlement agreement

"Where no agreement is arrived at between the parties or where the mediator is of the view that no settlement is possible, he shall report the same in writing to the Co-ordinator, Mediation Centre, who shall with a covering letter signed by him forward the same to the Court in which the suit or proceeding is pending."

Q.23. What must the Court be satisfied about before passing an order or decree on the settlement?

Answer: Rule 25 – Court to record settlement and pass decree

"On receipt of settlement agreement, if the Court is satisfied that the parties have settled their disputes voluntarily, the Court may pass appropriate order/decreed based on settlement, if the same is not found collusive / illegal / unworkable."

Q.24. What is the effect of the settlement upon the proceedings pending before the Court?

Answer: Rule 25 – Court to record settlement and pass decree

"Settlement between the parties shall be final in respect of the proceedings pending before the Court."



Conclusion and way forward.....

Every book must end; but this book has been written in the hope that what it describes will not. The pages that precede this conclusion have travelled a long distance — from the panchayat and the sabha to the Singapore Convention; from Section 89 of the Code of Civil Procedure to the Mediation Act, 2023; from Salem, which gave court-connected ADR its constitutional legitimacy, through Afcons, which taught the discipline of appropriate referral, to Kaushaliya, which converted a settlement into an executable judicial command; and from the Chhattisgarh Mediation Rules, 2015, which built the institutional architecture, to the courtrooms, taluka premises and training halls of District Durg, where that architecture is being translated, case by case, into lived experience.

If one thread runs through this entire journey, it is this: **mediation succeeds not when it is permitted, but when it is practised.** The law of mediation in India is no longer incomplete. The statute exists; the Rules exist; the precedents exist; the mediation centres and trained mediators exist. What remains decisive is the human element — the Judicial Officer who pauses over a cause-list and asks, "Is this dispute capable of being resolved rather than merely decided?"; the advocate who tells a client the truth that a good settlement may serve better than a long victory; the mediator who listens for the interest beneath the position; the court staff who ensure that a referral order does not sleep in a file; and the litigant who discovers that the authorship of one's own resolution is itself a form of justice.

The stories narrated in Part II of this book — of Ramesh and Suresh, of Amit and Neha, of three brothers and one ancestral house, of Vivek and Rajesh, of Sunita and her children, of Sharma ji and Vinay, of Ajay's car and Pooja's flat, of Ashok's seniority and Suresh's livelihood — are fictional in name but familiar in substance. Every district court in this country hears these disputes every day. Their lesson is uniform: in each of them, litigation could determine who was right, but only mediation could determine how the conflict would end. The judgment would have closed a file; the settlement closed a conflict. That distinction — between disposal and resolution — is the heart of Mediation 3.0.

The experience of District Durg, recorded in Part III, demonstrates something equally important: that this transformation does not occur by circular or exhortation. It occurs when leadership takes ownership, when workshops carry the message to Judicial Officers, prosecutors and court masters, when the Bar at Dhamdha, Patan and Bhilai resolves to prepare its clients for dialogue rather than merely for battle, and when a three-stage strategy — *Identify, Mediate, Resolve* — converts good intentions into timeframes, referrals, monitoring and measurable outcomes. What Durg is not a

formula to be copied but a demonstration to be adapted: that an ordinary district, working within the existing legal framework, with its existing officers and its existing Bar, can make mediation move.

A word of caution, sounded throughout this book, bears repetition at its close. Mediation is not a lesser justice, and it is not a universal justice. Cases requiring authoritative adjudication – the excluded categories of Afcons, matters demanding the protection of courts, disputes turning on pure questions of Case law – must remain with the courts, for the credibility of mediation depends upon respecting its limits. Nor is the measure of success a settlement figure on a monthly statement. A settlement extracted is a failure wearing the costume of success. The only settlement worth recording is one that is voluntary, informed, lawful, workable and fair – for it is such settlements alone that endure, and it is their endurance that will build public faith in this institution.

The deeper promise of this movement, however, lies beyond the courthouse. A society that learns to resolve its disputes through dialogue litigates less because it quarrels better. Every matrimonial home preserved or dissolved with dignity, every partition that divides property without dividing a family, every business relationship that survives its own dispute, every neighbour who remains a neighbour – these are not statistics of docket management; they are small restorations of social peace. Courts will always remain the guardians of rights. But if, alongside the power to decide, the justice system perfects the wisdom to resolve, then the definition of justice itself will grow larger – large enough to include, in the words with which this book began, happier families, better collaborations, and human beings who move beyond the shackles of bitter battles.

From alternative to appropriate. From referral to resolution. From a campaign to a culture. That is the unfinished work to which this book is an invitation – and the promise that every stakeholder of the justice system in Durg, in Chhattisgarh, and in India, now holds the power to keep "*Courts should be places where disputes end, not where they begin.*"



[illegible]



Mediation...

*Not just a process,
but a better way of living.*

Mediation 3.0 – Beyond ADR

Reflects the journey of mediation from a legal mechanism to a meaningful pathway towards dialogue and understanding. It brings together experiences, initiatives and reflections from the Mediation 3.0 campaign at Durg. The book is a humble record of the collective efforts of judicial officers, advocates, mediators and stakeholders who have contributed to this journey. It is an invitation to look beyond disputes to listen, understand and seek resolution through dialogue. Mediation Today. Peace Tomorrow.

“

*Mediation
builds bridges,
not walls.
It turns conflict
into conversation
and disagreement
into understanding.*

”

Key Highlights



Objectives

The Vision of Mediation 3.0



Legal Framework

From Constitutional Promise
to the Mediation Act, 2023



Mediation Drive 3.0

Stages, Strategy and
Implementation



Case Illustrations

From Theory to Practice



Comparative Insights

Broadening Perspectives



Campus-Based Mediation

An Initiative for the Future



Field Activities

Taking Mediation to the Roots



Questionnaire

Mediation in Criminal Compoundable
and Civil Matters

Mediation Today, Peace Tomorrow



Mediation Centre, Durg (C.G.)
District Legal Services Authority, Durg (C.G.)

Together for a Harmonious Society

