

DOI: 10.52028/rbadr.v4i8.10

# ‘Mediation’ as an Alternative Dispute Settlement Mechanism under the Consumer Protection Act 2019: An Analysis

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**Abstract:** ‘Mediation’ as an Alternative Dispute Settlement Mechanism under the Consumer Protection Act 2019: An Analysis.

**Keywords:** Mediation. Alternative Dispute Resolution. Consumer.

**Summary:** **1** Introduction – **2** History of Mediation – **3** Difference Between Mediation and Arbitration – **4** Role of Mediators – **5** Mediation under Section 74 – **6** Provisions under the Consumer Protection Act, 2019 – **7** Conclusion – References

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## 1 Introduction

“Mediation as an Alternate Dispute Resolution (ADR) mechanism has been introduced which aims at giving legislative basis to resolution of consumer disputes through mediation thus making the process less cumbersome, simple and quicker. This is being done under the aegis of the consumer courts.”

In Mediation a neutral third party is called “mediator”. It is a process of communication through which the litigants connect their differences, in order to find a solution of their disputes. It is a process of negotiation. However, the decision-making power is always with the parties. Mediator does not act like a judge. Mediator is just a connecting link. However, the ultimate decision-making power is left on the consumers. Mediation brings two parties together as sometimes; it is just the issue of non-communication instead of a big dispute. Mediation brings both parties at a platform of communication for settlement. In short it can be said

that Mediation is a process through which a third party makes an attempt to solve the dispute between the disputing parties. It is an alternative method to solve the disputes.<sup>1</sup> “In fact, mediator facilitates the negotiation between the parties by acting as platform for negotiation.”

The relevance of Mediation can be explained through Mahabharata also, as Indian Epic. It was expressed by the then Chief Justice of N V Ramana, “Mediation, as a mode of alternative dispute resolution has a long history in the diplomatic arena. He further explained, Mahabharata, is best example of an early attempt at mediation as a conflict resolution tool, where Lord Krishna attempted to mediate the dispute between the *Pandavas* and *Kauravas* and also it is the best example of how the failure of mediation may lead to disastrous consequences taking lot of time.”

Mediation is also helpful in cutting cost of dispute and it provides timely and fast redressal. Moreover, with the increase of commercial disputes in the modern era, mediation has been considered as a first preference by many consumers. The main advantage of Mediation is that it provides simple procedure too deal the dispute in terms of cost, and procedure as compared to the cumbersome procedure of traditional disputes resolution systems.

Mediation has also made an attempt to provide an easy procedure which gives an equal opportunity to both the parties to have full control upon the “process of resolution and the outcome of the process.”

This paper is an attempt to make the consumers and academicians and students aware about the consumer right activists so that they may be in a position to help and support common people who are interested to know how mediation works in settlement of consumer disputes.

## 2 History of Mediation

“The Mediation is a not a new concept in the field of law. Mediation as a method of dispute resolution can be traced to the ancient times as well. Also, in Pre-British India, mediation was popular among businessmen. Impartial and respected businessmen called Mahajans were requested by business association members to resolve disputes using an informal procedure, which combined mediation and arbitration. In the modern days, mediation is known but least practiced method of alternative disputes resolution due to lack of awareness. Developments in the medieval and the modern period led to growth of written laws which defined the rights of individuals very well. With the passage of time, to claim the rights, the written laws were adopted by the individuals as tools for dispute resolution”.

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<sup>1</sup> Mediation is an Alternative method for dispute resolution under section 89 of the civil procedure code.

“India has one of the oldest cultural histories of over 5000 years and a recent history of about 1000 years during which it was invaded by the Iranian plateau, Central Asia, Arabia, Afghanistan and the West Indian culture has absorbed the changes and influences of these aggressions to produce remarkable racial and cultural synthesis. The 29 Indian States have different and varying social and culture traditions, customs and religions. The era of Dharma Shashtras [code of conduct] followed the Vedic epoch, during which period scholastic jurists developed the philosophy of basic laws. Their learned discourses recognized existing usages and customs of different communities, which included resolution of disputes by non-adversarial indigenous methods. Cases were decided according to the usages and customs as were approved by the conscience of the virtuous and followed by the people in general”.

Buddhism propounded mediation as the wisest method of resolving problems. Buddha said, “Meditation brings wisdom, lack of mediation leaves ignorance. Know well what leads you forward and what holds you back; choose that which leads to wisdom”.

“This Buddhist maxim reflects acceptance of the principle that mediation focuses on the future instead of dwelling in the past”. Ancient Indian Jurist Patanjali said, “Progress comes swiftly in mediation for those who try hardest, instead of deciding who was right and who was wrong”. Even during the regime of Mughals, Akbar used to decide various cases not in the King’s court but through his mediator named Birbal. In order to keep, trade and commerce growing effectively, societies need to have a dispute resolving system. “These written laws proved to be tools for adversarial remedies for the parties, which again made a way for non-adversarial methods. Considering the same, need for recognition of mediation was felt by the legislature, which was performed by it through incorporation of the mediation in various laws and the Consumer Protection Act, 2019 is one such example.” It is necessary to understand the term “Dispute” in order to find the solution of the dispute.

## 2.1 Dispute

If there are opposite views or disagreement it is called as a dispute. According to legal dictionary, “dispute is a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other.” Moreover, the parties who have difference of opinions or “interests” are called as a disputed party. There are various forms of Mediation.

## 2.2 Types of Mediation

The mediation can be referred through court or through private mediation. Let us discuss in detail:

### 2.2.1 Court – Referred Mediation

“Court referred mediation is one where a case has been filed before the Court and Court refers such matter for mediation under Sec. 89 of the Code of Civil Procedure, 1908. Court referred mediation is post litigation mediation. As in case of Consumer protection Act 2019, wherein Section 37, 49 & 59 empowers the Consumer Commissions to refer the Cases to the Mediation Cell Attached to it.”

### 2.2.2 Private Mediation

“The private mediation is one, where qualified mediator offers the services of mediation on a private, fee-for-service basis to the Court, to members of the public, to members of the commercial sector and also to the governmental sector to resolve disputes through mediation. Private mediation can be used in connection with disputes pending in Court and pre-litigation disputes”.

## 3 Difference Between Mediation and Arbitration

However, there is a difference between Mediation and the Arbitration. Arbitration is a quasi-judicial arbitrary process where the arbitrators appointed by the court or parties decides the dispute between the parties where as in Mediation the parties themselves participates. Mediation is a negotiation process and not an adjudicatory process.

Moreover, Arbitration is governed by the Arbitration and Conciliation Act, 1996, however, Mediation is a procedure and settlement that is restricted by the statutory provision and due to this it has a flexibility.

In case of Arbitration, the physical presence of parties is not required, however, in case of Mediation, personal appearance and active participation of the parties are required. In case of Arbitration, formal proceedings are held in the private strict procedural stages. On the other hand, in Mediation a non-judicial and informal proceedings are held in the flexible procedural stages. The difference can be explained as under:

	JUDICIAL PROCESS	ARBITRATION	MEDIATION
1.	Judicial process is an adjudicatory process where a third party (judge/ other authority) decides the outcome.	Arbitration is a quasi-judicial adjudicatory process where the arbitrator(s) appointed by the Court or by the parties decide the dispute between the parties.	Mediation is a negotiation process and not an adjudicatory process. The mediator facilitates the process. Parties participate directly in the resolution of their dispute and decide the terms of settlement.
2.	Procedure and decision are governed, restricted, and controlled by the provisions of the relevant statutes.	Procedure and decision are governed, restricted and controlled by the provisions of the Arbitration & Conciliation Act, 1996.	Procedure and settlement are not controlled, governed or restricted by statutory provisions thereby allowing freedom and flexibility.
3.	The decision is binding on the parties.	The award in an arbitration is binding on the parties.	A binding settlement is reached only if parties arrive at a mutually acceptable agreement.
4.	Adversarial in nature, as focus is on past events and determination of rights and liabilities of parties.	Adversarial in nature as focus is on determination of rights and liabilities of parties.	Collaborative in nature as focus is on the present and the future and resolution of disputes is by mutual agreement of parties irrespective of rights and liabilities.
5.	Personal appearance or active participation of parties is not always required.	Personal appearance or active participation of parties is not always required.	Personal appearance and active participation of the parties are required.
6.	A formal proceeding held in public and follows strict procedural stages.	A formal proceeding held in private following strict procedural stages.	A non-judicial and informal proceeding held in private with flexible procedural stages.

It is pertinent to discuss if there is any advantage of the Mediation, why the need was felt under the Consumer Protection Act to include the procedure of Mediation. Let us discuss the mediation.

## Advantages of Mediation

There are various advantages of Mediation.

### 3.1 Voluntary Process

“Mediation is a voluntary process and parties are at liberty to opt out of the mediation process at any stage if they don’t find it useful. ‘Voluntary Nature’ is essence of mediation, where parties are not compelled to go through it, which ensures compliance with the settlement reached”.

### 3.2 Control of the parties

“In mediation, during the entire process, parties have full control over the scope and outcome of the mediation. Parties themselves decide the scope of reference or issues of dispute subjected for mediation and also the outcome of the mediation process i.e to settle or not and also terms of settlement.”

### 3.3 Active participation of parties

“Unlike other dispute resolution methods, mediation provides the parties an opportunity to actively participate in the mediation proceedings and to negotiate directly. Mediation facilitates parties to present their case by their own”.

### 3.4 Cost and time efficient

“Due to absence of strict and rigid procedure, the mediation is time efficient and cost-efficient method of dispute resolution. Fees of professionals and other expenses in mediation will be very less compared to traditional methods of dispute resolution”.

### 3.5 Convenient to the parties

“Simple and flexible procedure makes the mediation convenient to the parties. There will be no fixed/conditional adjournments in the mediation. Hearing can be modified to suit the demands of each case, which allows the parties to carry on with their day-to-day activities”.

### 3.6 Ensures fair process

“The mediator chosen will be impartial, neutral and independent. The laws ensure that the mediator doesn’t have pre-existing relationship/ interest of any kind with the parties or subject matter. If any suspicion arises on impartiality of the mediator, the parties have option to change the mediator”.

### **3.7 Confidentiality**

“Mediation process is much more confidential than conventional methods of dispute resolution. The name and facts of the cases which are resolved through adjudicating bodies are easily accessible to everyone, since they enter public domain and hence there will be threat to confidentiality. Especially in consumer disputes, consumers and sellers (including E-commerce companies) are more concerned about the privacy and confidentiality. In case of matters settling through mediation, laws ensure confidentiality of the proceedings.”

### **3.8 Amicable settlement of disputes**

“Mediation provides amicable settlement of the disputes which in turn helps to maintain, improve and restore relationships of the disputed parties.”

### **3.9 Final settlement of all the disputes in full/ comprehensive**

“In respect of the matters/issues which are referred for Mediation, at each stage of the dispute resolution process, long term and underlying interests of the parties are taken into account. While in examining alternatives, in generating and evaluating options and finally in settling the dispute main focus will be on the present and the future and not on the past. This provides an opportunity to the parties to comprehensively resolve all their differences. Further, there can be no appeal against the things settled through the mediation which leaves no scope for further disputes but ensures full, final and comprehensive settlement of the dispute.”

### **3.10 Win-win deal for the disputed parties-more chances of compliance**

“Mediation provides win-win situation for the disputed parties, since the parties to the dispute enter in to mutually beneficial settlement by themselves. When the parties themselves sign the terms of settlement, satisfying their underlying needs and interests, there will be compliance.”

### **3.11 Refund of court fees**

“Rules made under various laws provide for the refund of the ‘Court Fees’ in the case of settlement of dispute in court referred mediation.”

## 4 Role of Mediators

“Mediation is an informal and non-adversarial method of dispute resolution intended to assist the disputing parties to reach a mutually acceptable solution. The role of the mediator is facilitative rather than suggestive in any mediation proceeding. Mediator being an impartial and neutral third person facilitates the resolution of a dispute without suggesting what should be the solution. The mediator has greater role to play in mediation proceedings, he facilitates proper communication between the parties, removes obstacles in communication, assists in the identification of issues and the exploration of options and facilitates mutually acceptable agreements to resolve the dispute. He performs all these functions without violating the ‘right of self-determination’ of the parties. The role of the mediator on basis of his functions can be classified in to two heads”.

The President of India gave his assent to the long-awaited Consumer Protection Act, 2019 (“Act”) on August 9, 2019, and it went into effect on July 20, 2020. Chapter V of the Act emphasizes the importance of mediation in consumer-related disputes, which encourages the parties to participate in mediation once the complaint has been admitted or at any later point. Chapter V of the Act emphasises the importance of mediation in consumer-related disputes, which encourages the parties to participate in mediation once the complaint has been admitted or at any later point. Let us discuss how the provisions and process of mediation shall be practically applicable under the Consumer Protection Act, 2019.

## 5 Mediation under Section 74

“Section 74 of the consumer Protection Act, 2019 states that the current act has included mediation as a remedy under the Consumer Protection Act. However, the Act does not make it clear that how much time can be taken by mediation for the resolution of dispute. However, the Act of 2019 states that the Mediator ‘must undertake mediation within the time and manner authorized by the rules’ made under the State and National Commissions”.

“By notice, the state government will create a consumer mediation cell that will be connected to each district and state commission in the state. By notice, the Central Government will create a consumer mediation unit that will be connected to the National Commission and each of the regional Benches. A consumer mediation cell will be made up of the individuals who have been designated. The mediation cell shall maintain”:

- A list of empanelled mediators;
- A list of cases handled by the cell;
- Recording of proceedings and;



- Any other information as may be specified by the regulations

Every consumer mediation cell must provide a quarterly report in the manner prescribed by rules to the District Commission, State Commission, or National Commission to which it is connected.

The Consumer Protection Mediation (Rules), 2020 gives out a list of matters that cannot be referred to mediation. The new Consumer Protection Act of 2019 allows consumers to submit complaints electronically and in consumer commissions that have jurisdiction over their (i.e. Complainant's) domicile, thereby nullifying the prior practice under the Act. For completion of mediation, the time limit permitted under the act is 30 days.

“Under the Act, the parties to the dispute will have to jointly consent on the mediator's appointment (i.e. sole mediator). If the parties cannot agree on who will function as the only mediator, the concerned commission will nominate/appoint the mediator at its discretion.”

Total number of Cases Disposed by Consumer Forums Since Inception  
(Update on 31.3.2022)

Sr. No	Name of Agency	Cases filed since inception	Cases disposed of since inception	Cases pending	% Of total disposal
1	National Commission	140712	118542	22170	84.24%
2	State Commission	878779	765614	113165	87.12%
3	District Commission	4826825	4327419	499406	89.65%
	<b>Total</b>	<b>55846316</b>	<b>5211575</b>	<b>634741</b>	<b>89.14%</b>

Source: NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION (ncdr.nic.in) retrieved on 26<sup>th</sup> September, 2022.

As per the statistics, the pending cases are 634741 which is a high number.

Analysis of data regarding number of cases disposed by consumer courts shows that on 31<sup>st</sup> March, 2022, at National, State and District level, a total number of 55846316 cases were registered out of which 52115755 cases had been disposed off. Thus, there is an astounding figure of 634741 cases which are still pending in various consumer foras and the disposal rate is 89.14%.

Table 1.1 depicts that 1,40712 cases were registered since inception up to 31<sup>st</sup> March, 2022 with the National Commission out of which 84.24% cases were disposed of, while 15.76% were still pending with the National Commission. In case of State Commission 878779 cases were registered since inception up to March 2022 and 87.12 percent cases were disposed of. A staggering number of 4826825 cases were registered throughout the District Consumer Forums in the country and performance of District Consumer Forums was better as 89.65% cases were disposed of. Sometimes, even for the cases of defective products, deficiency in service consumers have to wait for years to get justice.

No doubt, Mediation is critical for the timely and effective resolution of consumer issues, and it's admirable that the government has a strategy in place to hire mediators who can resolve conflicts, reducing the strain on the judiciary.

## 6 Provisions under the Consumer Protection Act, 2019

The process of mediation has been added under the CPA, 2019, let us discuss the provisions in detail with the practical aspect.

“As section 37 of the Consumer Protection Act, 2019 has increased its ambit and welcomed the provisions of the mediation”. It includes the “Reference to Mediation”. It states that in case the District Commission thinks or it appears from the case to the commission that settlement is possible though the settlement, then they may direct the parties to settle the dispute through mediation. Moreover, the civil procedure code (hereinafter CPC) also includes the provision of settlement of disputed though Alternative Dispute Settlement under section 89 (CPC). Moreover section 89(1) also empowers the court to refer the dispute through “arbitration, conciliation, judicial settlement or mediation”. The provision of section 37 of CPA is as under:

“At the first hearing of the complaint after its admission, or at any later stage, if it appears to the District Commission that there exists elements of a settlement which may be acceptable to the parties, except in such cases as may be prescribed, it may direct the parties to give in writing, within five days, consent to have their dispute settled by mediation in accordance with the provisions of Chapter V.<sup>2</sup> Where the parties agree for settlement by mediation and give their consent in writing, the District Commission shall, within five days of receipt of such consent, refer

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<sup>2</sup> Jagdish Chander v Ramesh Chander, [2007] 5 SCC 719, ADR can be referred under section 37 only if both the parties agree to it.

the matter for mediation, and in such case, the provisions of Chapter V, relating to mediation, shall apply".<sup>3</sup>

"As per the regulation of the Consumer Protection (Mediation) Regulations, 2020,<sup>4</sup> it is necessary that the speedy settlement must reach through the mediation process, in case, the mediation process is not reached within three months then mediation proceedings stands terminated".

However, "Mediation" as an Alternate Dispute Resolution (ADR) mechanism has been introduced which aims at giving legislative basis to resolution of consumer disputes through mediation thus making the process less cumbersome, simple and quicker. This is being done under the aegis of the consumer courts. "Mediation" as an Alternate Dispute Resolution (ADR) mechanism has been introduced which aims at giving legislative basis to resolution of consumer disputes through mediation thus making the process less cumbersome, simple and quicker. This is being done under the aegis of the consumer courts. Let us discuss the establishment of Mediation cell and its functioning in detail:

## 6.1 Establishment of Mediation Cell

Under section 74 of the Consumer Protection Act, 2019 deals with the establishment of the "mediation cell that means in the case of State government shall establish a consumer mediation cell to be attached to each of the District Commissions and the State Commissions of that State. The Central Government shall establish, by notification, a consumer mediation cell to be attached to the National Commission and each of the regional Benches and A consumer mediation cell shall maintain (a) a list of empaneled mediators;<sup>5</sup> (b) a list of cases handled by the cell; (c) record of proceeding; and (d) any other information as may be specified by regulations. (5) Every consumer mediation cell shall submit a quarterly report to the District Commission, State Commission or the National Commission to which it is attached, in the manner specified by regulations".

## 6.2 Empanelment of Mediators

"Under section 75 of the Act Empanelment of mediators shall be done and "for the purpose of mediation, the National Commission or the State Commission

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<sup>3</sup> Hussainara Khatoun (II) v Home Secy. State of Bihar, [1980] 1 SCC 91 states that the speedy and fair trial must be insured by the state.

<sup>4</sup> Consumer Protection (Mediation) Regulations, 2020 Regulations 11.

<sup>5</sup> Ministry of Consumer Affairs, Food and Distribution, Government of India, New Delhi and chair on Consumer Law and practice [https://consumeraffairs.nic.in/sites/default/files/file-uploads/latestnews/ConsumerHandbook\\_Mediation.pdf](https://consumeraffairs.nic.in/sites/default/files/file-uploads/latestnews/ConsumerHandbook_Mediation.pdf), accessed on 26<sup>th</sup> September 2022.

or the District Commission, as the case may be, shall prepare a panel of the mediators to be maintained by the consumer mediation cell attached to it, on the recommendation of a selection committee consisting of the President and a member of that Commission. (2) The qualifications and experience, removal of the mediators shall be specified. Moreover, the panel of mediators prepared under sub-section (1) shall be valid for a period of five years, and the empaneled mediators shall be eligible to be considered for re-empanelment for another term, subject to such conditions as may be specified by regulations.”

### **6.3 Nomination of mediators from panel**

“Under section 76, the nomination of the panel of mediators shall be made by the District Commission, the State Commission or the National Commission. Under section 77, there shall be a duty of the mediator to disclose if he/she has any personal, professional or financial interest in the outcome of the consumer dispute; or the circumstances which may give rise to a justifiable doubt as to his independence or impartiality; and such other facts as may be specified by regulations”.

### **6.4 Duty of mediator to disclose certain facts**

“Under section 78, the replacement of mediator in certain cases can be done by the District Commission or the State Commission or the National Commission if they satisfied that the information furnished by the mediator or on the information received from any other person including parties to the complaint and after hearing the mediator, it shall replace such mediator by another mediator.”

### **6.5 Procedure for mediation**

Under section 79, has explained the procedure of mediation, “as the mediation shall be held in the consumer mediation cell attached to the District Commission, the State Commission or the National Commission, as the case may be, moreover, where a consumer dispute is referred for mediation by the District Commission or the State Commission or the National Commission, as the case may be, the mediator nominated by such Commission shall have regard to the rights and obligations of the parties, the usages of trade, if any, the circumstances giving rise to the consumer dispute and such other relevant factors, as he may deem necessary and shall be guided by the principles of natural justice while carrying out mediation. However, the mediator so nominated shall conduct mediation within such time and in such manner as may be specified by regulations”.

## 6.6 Settlement through mediation

“Section 80 deals with the settlement through mediation. In case “if an agreement is reached between the parties with respect to all of the issues involved in the consumer dispute or with respect to only some of the issues, the terms of such agreement shall be reduced to writing accordingly, and signed by the parties to such dispute or their authorized representatives. The mediator shall prepare a settlement report of the settlement and forward the signed agreement along with such report to the concerned Commission and where no agreement is reached between the parties within the specified time or the mediator is of the opinion that settlement is not possible, he shall prepare his report accordingly and submit the same to the concerned Commission”.

## 6.7 Recording settlement and passing of order

“Under section 81 deals with the recording of settlement and passing of order where the District Commission or the State Commission or the National Commission, as the case may be, shall, within seven days of the receipt of the settlement report, pass suitable order recording such settlement of consumer dispute and dispose of the matter accordingly. Moreover, where the consumer dispute is settled only in part, the District Commission or the State Commission or the National Commission, as the case may be, shall record settlement of the issues which have been so settled and continue to hear other issues involved in such consumer dispute and where the consumer dispute could not be settled by mediation, the District Commission or the State Commission or the National Commission, as the case may be, shall continue to hear all the issues involved in such consumer dispute.”

## 6.8 Limitation of Mediation

“There are some cases which cannot be referred under the Mediation and these includes the cases related to “fraud, forgery, non-compoundable offences, etc of like nature are not to be referred to Mediation. The list of offences is stated under **Rule 18 of CPC**. A mediation oriented statute will encourage autonomy with the parties to get their disputes resolved by **Rule 20 of CPC**, parties to the dispute shall not initiate any arbitral or judicial proceeding when the parties have so expressed not to initiate any such proceedings”.<sup>6</sup>

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<sup>6</sup> Consumer Courts in Gujarat adopt ‘Mediation’ mechanism vide Gujarat Consumer Protection (Mediation) Rules, 2022 Consumer Courts in Gujarat adopt ‘Mediation’ mechanism vide Gujarat Consumer Protection (Mediation) Rules, 2022 | SCC Blog (scconline.com), accessed on October 4, 2022.

## 7 Conclusion

“Since mediation is amicable settlement of the disputes, using mediation to settle the disputes has been proved very satisfactory because of very high rates of success. Parties’ themselves deciding the outcome of the dispute is a notable feature of the mediation. An achieved result acceptable to both the parties of the dispute, gives no scope for further litigation on the decided subject unless there is serious violation in the procedure adopted for the mediation. Considering it’s time & cost advantage and unstructured procedure, mediation has been recently introduced for resolving the consumer disputes to provide win-win situation to the consumer & business entities. However, still there is scope for creating awareness among the consumers & business entities to popularize mediation and make them use the mediation as an effective tool of ADR.”

“The term mediation can be defined as a voluntary dispute resolution process where the third party facilitates negotiation between the disputed parties to negotiate for their rights and interests by themselves. The third party who facilitates the negotiation between the disputed parties is called mediator. As described by the Mediation and Conciliation Project Committee of Supreme Court of India, ‘Mediation’ is a voluntary, binding process in which an impartial and neutral mediator facilitates disputing parties in reaching a settlement. A mediator does not impose a solution but creates a conducive environment in which disputing parties can resolve all their disputes”.

“Moreover, there will be no fee for filing cases upto Rs. 5 lakhs. There are provisions for filing complaints electronically, credit of amount due to unidentifiable consumers to Consumer Welfare Fund (CWF). The State Commissions will furnish information to Central Government on a quarterly basis on vacancies, disposal, pendency of cases and other matters”.<sup>7</sup>

The Online Consumer Mediation Centre may also contribute in the dispute resolution system.

The Consumer Protection Mediation (Rules), 2020 gives out a list of matters that cannot be referred to mediation. Since the new Consumer Protection Act of 2019 allows consumers to submit complaints electronically and in consumer commissioners that have jurisdiction over their (i.e. Complainant’s) domicile, thereby nullifying the prior practice under the Act. For completion of mediation, the time limit permitted under the act is 30 days.

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<sup>7</sup> Press release by Ministry of Consumer Affairs Food & Public Distribution (2020) <https://pib.gov.in/PressReleasePage.aspx?PRID=1639925>, on 26 September 2022.

“Under the Act, the parties to the dispute will have to jointly consent on the mediator’s appointment (i.e. sole mediator). If the parties cannot agree on who will function as the only mediator, the concerned commission will nominate/appoint the mediator at its discretion. Mediation is critical for the timely and effective resolution of consumer issues, and it’s admirable that the government has a strategy in place to hire mediators who can resolve conflicts, reducing the strain on the judiciary”.<sup>8</sup>

## References

Consumer Handbook on Mediation. Consumer Handbook on Mediation book.cdr (consumeraffairs.nic.in) accessed on 10 August, 2022.

MEDIATION UNDER CONSUMER PROTECTION LAW [https://www.taxmanagementindia.com/visitor/detail\\_article.asp?ArticleID=9377](https://www.taxmanagementindia.com/visitor/detail_article.asp?ArticleID=9377), accessed on 11 December 2020.

Mediation of consumer disputes; opening new avenues for redressal <https://www.99acres.com/articles/mediation-of-consumer-disputes-opening-new-avenues-for-redressal.html>, accessed on 11 December 2021.

Consumer Protection Act 2019- Role of Mediation and E-commerce platform <https://www.webnyay.in/blog/19>, accessed on 11 December 2021.

Mediation: A Resolution To Complaints Under The Consumer Protection Act, 2019 Consumer Protection India <https://www.mondaq.com/india/dodd-frank-consumer-protection-act/975302/mediation-a-resolution-to-complaints-under-the-consumer-protection-act-2019>, accessed on 11 December 2021.

Spicejet Ltd. v. Ranju Aery, 2017 SCC OnLine NCDRC 739.

Abhishek Bagga and Smita Paliwal (2020) Mediation: A Resolution To Complaints Under The Consumer Protection Act, 2019 - Dodd-Frank, Consumer Protection Act - India (mondaq.com), accessed on 4 October, 2022.

ODR In Consumer Disputes And Challenges Involved ODR IN CONSUMER DISPUTES AND CHALLENGES INVOLVED (iralr.in).accessed on 26 September 2022.

Ministry of Consumer Affairs, Food & Public Distribution, Consumer Protection Act, 2019 comes into force from today <https://pib.gov.in/PressReleasePage.aspx?PRID=1639925>, accessed on 3 October, 2022.

Mehta Pratham, Consumer Protection in India: Archetypal Challenges and Way Forward, retrieved from International Journal of Law, Management and humanity Consumer Protection in India: Archetypal Challenges and Way Forward - International Journal of Law Management & Humanities (ijlmh.com), accessed on 2 October, 2022.

Ministry of Consumer Affairs, Food & Public Distribution <https://pib.gov.in/PressReleasePage.aspx?PRID=1835605>, accessed on 26 September 2022.

Take your complaint further, Consumer Protection Take your complaint further | Consumer Protection Take your complaint further | Consumer Protection, accessed on 10 September, 2022.

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<sup>8</sup> Expansion of Mediation Redressal with The Help Of Sec. 74 In Consumer Protection Act, 2019 <https://viamediationcentre.org/readnews/MTM2Mw==/Expansion-of-Mediation-Redressal-with-the-help-of-Sec-74-in-Consumer-Protection-Act-2019>, accessed 26 September.

Chowdhary Sohini, Consumer Disputes: Supreme Court Directs States To Set Up Mediation Cells & E-Filing Systems For District & State Commissions Consumer Disputes: Supreme Court Directs States To Set Up Mediation Cells & E-Filing Systems For District & State Commissions (livelaw.in), accessed on 12 September, 2022.

Anand Shruti, Mediation as a Resolution Technique for Complaints under the Consumer Protection Act, 2019 Mediation as a Resolution Technique for Complaints under the Consumer Protection Act, 2019 - Black n' White Journal (bnwjournal.com), accessed on 4 October, 2022.

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Informação bibliográfica deste texto, conforme a NBR 6023:2018 da Associação Brasileira de Normas Técnicas (ABNT):

TAAK, Sangeeta; GANDHI, Rajiv. 'Mediation' as an Alternative Dispute Settlement Mechanism under the Consumer Protection Act 2019: An Analysis. *Revista Brasileira de Alternative Dispute Resolution – RBADR*, Belo Horizonte, ano 04, n. 08, p. 211-226, jul./dez. 2022. DOI: 10.52028/rbadr.v4i8.10.

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