The Parties

Ms. Aarohi Mehra, aged 48 years is the sole owner of a small real-estate business called Mehra Properties. She lives in Delhi. She owns a three-bedroom house at 42 Greenview Layout, Whitefield, Bengaluru – 560066, which was constructed in 2012.

Mr. Rohan Kapoor, aged 34 years works as a software engineer with a mid-sized IT company in Bengaluru. He lives with his wife, Ms. Priya Kapoor, who's a freelance graphic designer and their six-year-old daughter. In 2024 the Kapoor family started looking for a quiet home that was well located and close to Rohan's office and near their daughter's school.

How It Began – The Search and the Rent

Rohan spent weekends driving around Whitefield and nearby areas. Most houses he saw were either too expensive or not well maintained. Then a colleague told him about a three-bedroom house available in Greenview Layout. Rohan and Priya decided to visit. The property was on a lane and had a small front garden, good natural light and three bedrooms of reasonable size. Both Rohan and Priya felt it could be a home for their family.

Aarohi met them on their visit. She seemed calm and professional. After talking about rent, deposit and how they wanted to stay they agreed on the main terms. On 15 March 2024 they signed a registered rent agreement. The rent agreement was for 24 months starting from 1 April 2024 and ending on 31 March 2026. The monthly rent was ₹55,000 payable in advance by the 5th of each month. Rohan paid a security deposit of ₹2,20,000 equal to four months' rent – when the agreement was signed and from 1st April 2024 the Kapoor family moved in.

The rent agreement requires the tenant to maintain the premises in livable condition and prohibits any structural alterations or permanent installations without the landlord's prior written consent. The landlord remains responsible for structural repairs and ensuring operational water, electricity, and functional toilets. Upon vacating, the security deposit must be returned within 30 days, subject to deductions for unpaid rent, outstanding bills, and property damage beyond normal wear and tear.

From the start of the tenancy, Aarohi appointed Mr. Suresh Nair as her property manager under a Power of Attorney. He was Rohan's sole point of contact and responsible for rent collection, routine requests, and minor repairs. Mr. Suresh Nair died in the month of August 2025 in a road accident and left no legal heirs, hence his presence in mediation can't be obtained.

The First Cracks – Rent Defaults Began

Starting in November 2024 payment delays began. Rohan faced money problems and made late or partial payments during the winter months. By late March 2025 he managed to clear all outstanding dues up to 31 March 2025. The two-year rent continued on its existing terms.

From April 2025 onwards the situation worsened. Payments stopped completely. Aarohi, who depends on the rent to pay a part of her home-loan EMI sent a polite written reminder on 12 May 2025.

As of 15 September 2025 – the date of this mediation – the total amount of rent from April to August 2025 comes to ₹2,75,000. This covers five months. The rent for September 2025, that is, ₹55,000 is also due but separate. Both parties have agreed it will be handled as part of the

settlement and not added to the ₹2,75,000 figure meanwhile the Kapoor family still lives in the property.

Parallel Trouble – Complaints about the Condition of the Property

While the rent issue was developing new concerns arose about the property's condition. On 1 January 2025 Priya Kapoor began messaging Aarohi via WhatsApp about three problems: intermittent water supply from the overhead tank, dam patches on the northern bedroom walls and a leak coming from the bathroom ceiling and she also stated that the dampness was becoming more noticeable after every spell of rain and that the family was finding it increasingly uncomfortable.

Aarohi arranged for a plumber to visit on 8 February 2025. The plumber did some repairs on the bathroom ceiling and adjusted a valve connected to the overhead tank. He told Aarohi the issues were minor and fixable. However, the Kapoor family says the dampness and leakage worsened. They assert that the constant moisture contributed to their daughter's repeated respiratory infections. The child has had medical treatment and the family has incurred medical expenses.

The Discovery – Unauthorized Alterations

In the first week of June 2025 Aarohi made a routine visit to the property. What she found surprised her. A partition has been installed across the living room dividing it into two sections. One side was being used as a study area. Additionally, an extra split air-conditioner unit had been added in the bedroom.

She felt the rent agreement had been broken. She asked her advocate to send a notice. On 10 July 2025 a detailed legal notice was served to Rohan. The notice demanded that Rohan:(a) remove the partition(b) restore the living room to its original state(c) pay all outstanding rent within fifteen days(d) explain why the tenancy should not be ended due to breach.

Rohan responded through his own lawyer on 25 July 2025. He denied any violation of the rent agreement. He said the partition was temporary and could be removed in a day. He claimed that Aarohi 's then property manager, Mr. Suresh Nair, had given permission for both the partition and the additional air-conditioner provision.

He also accused Aarohi of failing to keep the property in a habitable condition. His reply concluded with a request for the return of the security deposit plus compensation for their child's medical costs and emotional stress suffered by the family.

From the Courtroom to the Mediation Chamber

With mounting arrears and what she saw as breaches of the agreement Aarohi decided to go to court. On 5 August 2025 she filed a petition asking for eviction and recovery of the rent. The case was filed before the Civil Court of small causes in Bengaluru. The matter came up for the hearing on 28 August 2025. After listening briefly to both sides the court, with the consent of the parties, referred the dispute to mediation under Section 89 of the Code of Civil Procedure, 1908, at the court-annexed mediation center.

Both Aarohi and Rohan have confirmed they are willing to participate in the mediation process in good faith. The case is now listed with the mediation center.