VERDICTUM.IN

2026:MNHC:260-DB

REPORTABLE

Sl. No. 4

IN THE HIGH COURT OF MANIPUR
AT IMPHAL

RFA No. 2 of 2022

1. The State of Manipur, represented by the Principal Secretary/Commissioner/(Power), Government of Manipur, Imphal, Manipur, Secretariat Block, Babupara, Imphal, P.O. & P.S. Imphal, District Imphal West, Manipur -795001.
2. The Managing Director, Manipur State Power Distribution Company Ltd. (MSPDCL), 3rd Floor, New Directorate Building near 2nd MR Gate, Imphal Dimapur Road, Imphal, Manipur-795001.
3. The Managing Director, Manipur State Power Company Ltd. (MSPCL), Keishampat Imphal West District, Imphal, Manipur -795001.
4. The Deputy Commissioner, Imphal West District, Manipur, Lamphelpat – 795004.
5. The Deputy General manager (MSPDCL), Imphal Electrical Division No. 1, Keishampat Junction, Imphal West District, Manipur-795001.

Appellants

-Versus-

1. Smt. Konsam Ningol Khagembam Ongbi Rebina Devi, aged about 35 years, W/o (Late) Khagembam Shashikanta Singh, a resident of Naoremthong Takhellambam Leikai, P.O. Imphal, P.S. Lamphel, Imphal West District, Manipur, Pin No. 795001.
2. Linda Khagembam, aged about 9 years, D/o (Late) Kh. Shashikanta Singh, a resident of Naoremthong Takhellambam Leikai, P.O. Imphal, P.S. Lamphel, Imphal West District, Manipur, Pin No. 795001 (being minor represented by her natural mother respondent No. 1).

Respondents

VERDICTUM.IN

BEFORE

HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA

For appellants	Mr. S. Nepolean, Senior Advocate instructed by Mr. Y. Robert, State counsel
For respondents	Mr. M. Nabakishwor, Advocate
Date of Order	**05.11.2026**

JUDGEMENT & ORDER
(Oral)

(M. Sundar, CJ)

[1] Captioned Regular First Appeal (RFA) is an appeal under Section 96 of the Code of Civil Procedure, 1908 (5 of 1908).

[2] Captioned RFA was referred to High Court Mediation Centre, High Court of Manipur under the aegis of High Court Legal Services Committee (HCLSC), High Court of Manipur and it has been duly settled. The terms of settlement have been reduced to writing *vide* a 'Settlement Agreement dated 02.11.2026' {'said Settlement Agreement' for the sake of convenience and clarity}.

[3] In the hearing today, Mr. S. Nepolean, learned Senior Advocate instructed by Mr. Y. Robert, learned State counsel for appellants [to be noted, there are '5(five) appellants' and they shall collectively be referred to as 'State' for the sake of convenience] and Mr. M. Nabakishwor, learned counsel on record for both respondents are before this Court. Learned counsel on both sides submit in unison in one voice that mediation was successful, captioned RFA has been settled and the terms of settlement have been reduced to writing *vide* said Settlement Agreement. Therefore, a simple judgment recording the said

VERDICTUM.IN

Settlement Agreement and disposing of the captioned RFA in terms of said Settlement Agreement will suffice. Nonetheless, this Court finds that with regard to matters being referred to mediation, 2(two) aspects of importance pop up/arise with regularity and therefore, we deem it appropriate to advert to the 2(two) issues and make the obtaining position clear besides setting out certain aspects which will operate as guidelines for mediation proceedings in future.

[4] The first aspect pertains to the need to make a judicial order in terms of settlement agreement. There is a need to make a judicial order in terms of said Settlement Agreement because a mediated settlement agreement is not enforceable as a decree of the Court owing to Section 27 of 'the Mediation Act, 2023 (32 of 2023)' {'said Act' for the sake of brevity and clarity} not having come into force. This obtaining legal position continues until today though the said Act was made more than three years ago, to be noted, said Act is dated 14.09.2023 and has been published in the Gazette of India on 15.09.2023. It is a conditional legislation as is clear from sub-Section (3) of Section 1, though said Act consists of 65 Sections in all only 21 Sections have come into force on 09.10.2023 and the remaining 44 Sections are dormant until this day. This obtaining legal position was made clear by us in a judgment dated 22.07.2026 in **Ibemcha Devi** case *(**Meitankeisangbam (Ongbi) Ibemcha Devi** versus **Meitankeisangbam Indrajit Singh and ors.**)* reported in **2026:MNHC:137-DB** (to be noted, this is Manipur High Court neutral citation). Relevant paragraphs in **Ibemcha Devi** are paragraphs 9 & 10 and the same read as follows:

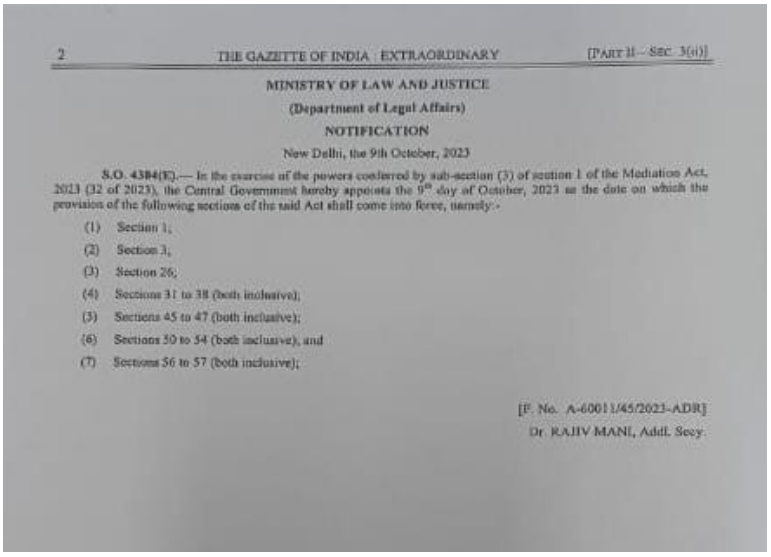
> *'[9] Sections 19 (1) and 27 of 'Mediation Act, 2023 (32 of 2023)' {'said Act' for the sake of brevity and clarity} which is a conditional legislation, are yet to be notified i.e., yet to kick in/come into*

VERDICTUM.IN

force {though Section 3 (n) which defines 'mediated settlement agreement' has kicked in}. Therefore, we accede to afore-referred joint/common request of learned counsel on both sides made in unison.

In this regard, we deem it appropriate to write that said Act consists of 65 Sections (XI Chapters) and ten Schedules, it is dated 14.09.2023, the same has been published in the Gazette of India on 15.09.2023, it is a conditional legislation as would be evident from sub-Section (3) of Section 1 and only 21 of the 65 Sections have come into for force/kicked in vide Central Government Notification dated 09.10.2023 bearing reference No. S.O. 4384(E). To be noted, in this regard, Section 1 of Mediation Act, 2023 to the extent relevant and 09.10.2023 notification of Central Government read as follows:

> *'**1**. (1) .....*
> *(2) .....*
> *(3) It shall come into force on such date as the Central Government may, by notification, appoint and different dates may be appointed for different provisions of this Act and any reference in any such provision to the commencement of this Act, shall be construed as a reference to the coming into force of that provision.'*



2 THE GAZETTE OF INDIA : EXTRAORDINARY [PART II—SEC. 3(ii)]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

NOTIFICATION

New Delhi, the 9th October, 2023

S.O. 4384(E).— In the exercise of the powers conferred by sub-section (3) of section 1 of the Mediation Act, 2023 (32 of 2023), the Central Government hereby appoints the 9th day of October, 2023 as the date on which the provision of the following sections of the said Act shall come into force, namely:-

(1) Section 1;
(2) Section 3;
(3) Section 26;
(4) Sections 31 to 38 (both inclusive);
(5) Sections 45 to 47 (both inclusive);
(6) Sections 50 to 54 (both inclusive), and
(7) Sections 56 to 57 (both inclusive);

[F. No. A-60011/45/2023-ADR]
Dr. RAJIV MANI, Addl. Secy.

[10] This Court, before proceeding further deems it appropriate to reproduce afore-referred Sections 3 and 19 to the extent relevant, Section 27 of said Act, we do so and the same read as follows:

> ***'3. Definitions.** - In this Act, unless the context otherwise requires, -*
> *(a) .....*
> *(b) .....*
> *.....*

VERDICTUM.IN

> *.....*
> *(m) .....*
> *(n) "mediated settlement agreement" means mediated settlement agreement referred to in sub-section (1) of section 19;*
> *(o) .....*
> *.....*
> *.....*
> *(y) .....'*
>
> ***'19. Mediated settlement agreement. -*** *(1) A mediated settlement agreement includes an agreement in writing between some or all of the parties resulting from mediation, settling some or all of the disputes between such parties, and authenticated by the mediator:*
> *Provided that the terms of the mediated settlement agreement may extend beyond the disputes referred to mediation.*
>
> *Explanation. A mediated settlement agreement which is void under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful settlement agreement within the meaning of mediated settlement agreement.*
>
> *(2) .....*
> *(3) .....*
> *(4) .....*
> *(5) .....'*
>
> ***'27. Enforcement of mediated settlement agreement.*** *–*
>
> *(1) A mediated settlement agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them respectively and enforceable as per the provisions of sub-section (2).*
>
> *(2) Subject to the provisions of section 28, the mediated settlement agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.'*

[5] This Court deems it appropriate to take this opportunity and write that it is desirable to have Sections 19 (1) and 27 besides some other important provisions of said Act notified at the earliest so that parties need not come to Court for a judicial order post mediation, be it mediation pending litigation or pre litigation mediation.

VERDICTUM.IN

[6] The second aspect is, in cases where State, company incorporated in India or any other entity which is a juridical person (not natural person) is a party, the entity concerned while going for mediation should send a natural person with a written mandate and authority to represent the entity, take a decision on behalf of the entity in the mediation itself and also to sign the mediated settlement agreement if mediation is successful. In the instant case, this aspect precisely caused difficulty in the first round of mediation. Though the mediation was successful, an officer with a mandate was not present and therefore, the matter was referred back to Court and another judicial order had to be made. Be that as it may, this time, though officers with a mandate have signed on behalf of State, their designations and details of their authority have not been set out at the places where they have signed. However, separate written mandates were before the Mediator and the same have also been placed before us and therefore, we are giving a closure to the captioned RFA.

[7] Having set out the 2(two) points which pop up with regularity in mediation matters, we now revert to the captioned RFA.

[8] Captioned RFA was successful *qua* mediation as is evident from communication dated 03.11.2026 bearing reference No. HCLSC/Med/2-2024/1585 from Secretary of HCLSC to the Registrar (Judl.) of this Court and this communication to the extent relevant is as follows:

VERDICTUM.IN

HIGH COURT LEGAL SERVICES COMMITTEE
HIGH COURT OF MANIPUR

No. HCLSC/ Med/2-2024/1585 Imphal, the 3rd November, 2026

To

The Registrar (Judl.),
High Court of Manipur

SP, Judl 1 & 2
3/11/2026

Subject: Transmission of case record.

Madam,

The following case record transmitted to the High Court Legal Services Committee, High Court of Manipur for mediation are being returned herewith as the mediation is **"successful"**.

Sl. No.	Mediator	Case No./ Name
1.		
2.	Shri A. Gautam Sharma, Advocate	**RFA No. 2 of 2022** State of Manipur & 4 Ors Vs Smt. Konsam (N) Kh. (O) Rebina Devi and Anr
3.		

The settlement agreement submitted by the above Mediator are enclosed herewith for doing the needful.

Yours sincerely,

3/11/2026

(K. NIROJIT)
i/c Secretary
High Court Legal Services Committee
High Court of Manipur

[9] As already alluded to supra, learned counsel on both sides submit in unison that mediation was successful, parties have signed said Settlement Agreement in their presence, they have counter signed the said Settlement

VERDICTUM.IN

Agreement and both counsel request for a judgment/decree in terms of said Settlement Agreement which (as placed before us) is as follows:

HIGH COURT MEDIATION CENTRE, HIGH COURT OF MANIPUR,

Mantripukhri, Imphal East, Manipur

Date: 02. 11. 2026

Mediation Case No. 252 of 2026

RFA No. 2 of 2022

State of Manipur and 4(four) Others

-Vs-

Smt. Konsam (N) Kh (O) Rebina Devi and Another

SETTLEMENT AGREEMENT

This Settlement Agreement is entered on this the 2nd day of November, 2026 at the High Court Mediation Centre, High Court of Manipur at Mantripukhri, Imphal **BETWEEN**

1. The Secretary (Power), Govt. of Manipur represented by Shri Lairenmayum Hemachandra Singh, Legal Officer, Power Department, Govt. of Manipur;
2. The Managing Director, Manipur State Power Distribution Company Ltd.(MSPDCL), and the Deputy General Manager, MSPDCL, Imphal Electric Division No.1, both represented by Shri Angom Priyoranjan Singh, General Manager, EC-1, MSPDCL, and
3. The Managing Director, Manipur State Power Company Ltd.(MSPCL) represented by Shri W. Anand Kumar Singh, Deputy General Manager, MSPCL

(Hereinafter collectively called as "THE FIRST PARTY"), on the ONE PART

-AND-

Smt. Konsam (N) Khangembam (O) Rebina Devi, Manipur, representing herself and her minor daughter Ms. Linda Khangembam, aged about 14 years,

(Hereinafter called as "THE SECOND PARTY"), on the OTHER PART,

WHEREAS,

1. That, the First Party is the Appellants of the Regular First Appeal (RFA) No. 2 of 2022, and the Second Party is the Respondent Nos. 1 and 2 in the said RFA No.2 of 2022. The said RFA No.2 of 2022 was filed before the Hon'ble High Court of Manipur

Page 1 of 4

VERDICTUM.IN

against the Judgment and Decree dated 01-02-2020 passed by the learned Civil Judge (Senior Division), Imphal West in O.S. No. 108 of 2016, wherein the State Respondent Nos. 3, 4 and 6, i.e., Appellant Nos. 2, 3 and 5 respectively, were directed to pay a sum of Rs. 13,82,848/ (Rupees Thirteen Lakh Eighty-Two Thousand Eight Hundred and Forty-Eight Only) along with interest @ 6 per cent per annum in case of default to the Plaintiffs, i.e., the Respondent Nos.1 and 2 of the RFA No.2 of 2022.

2. That the Respondents in RFA No. 2 of 2022 also filed Execution Case No. 1 of 2021 for the execution of the Judgment and Decree dated 01-02-2020 passed by the learned Civil Judge (Senior Division), Imphal West in O.S.No.108 of 2016.

3. That with regard to the RFA No.2 of 2022, the Hon'ble High Court on 03-06-2022 stayed the operation of the Decree dated 01-02-2020 learned Civil Judge (Senior Division), Imphal West in O.S. No. 108 of 2016 subject to deposit of 50% of decretal amount along with interest by the First Party, the Appellants.

4. That the First Party has deposited 50% of the decretal amount i.e., Rs. 9,28,630 (Rupees Nine Lakh Twenty-Eight Thousand Six Hundred and Thirty only) before the District and Session Judge, Imphal West. The said amount has been withdrawn by the Second Party.

5. That the said RFA No. 2 of 2022 which was filed by the First Party was referred to the High Court Mediation Centre, High Court of Manipur vide an Order dated 27-10-2026 passed by the Division Bench of Hon'ble Mr. Chief Justice M. Sundar and Hon'ble Mr. Justice Ahanthem Bimol Singh of the Hon'ble High Court of Manipur.

6. That as per the above-mentioned order of the Hon'ble Court, the High Court Legal Services Committee, High Court of Manipur appointed Shri Aribam Gautam Sharma, Advocate as Mediator for conducting mediation in connection with RFA No. 2 of 2022 on 29-10-2026.

7. That the Parties, with the assistance of the Mediator, have voluntarily agreed to an amicable solution on 02-11-2026.

8. That, now, to give a quietus to the litigation and to avoid further legal proceedings, the Parties have arrived at an amicable settlement on the following terms.

9. TERMS OF SETTLEMENT

The following settlement has been arrived at between the Parties hereto:

9.1. The **Second Party** hereby acknowledges, affirms, and confirms receipt of fifty percent (50%) of the decretal amount along with interest i.e., Rs. 9,28,630 (Rupees Nine Lakh Twenty-Eight Thousand Six Hundred and Thirty Only). Further, the **Second Party** hereby agrees to accept this sum as full and final amount of all claims under the decree, and shall not claim any further remaining amount and interest.

VERDICTUM.IN

9.2. In consideration of this settlement, the **First Party** undertakes to withdraw RFA No. 2 of 2022 pending before the Hon'ble High Court, in accordance with the terms of this Agreement.

9.3. Upon the execution of this Agreement and the recording of this compromise by the Hon'ble Court, the **First Party** shall be fully and permanently discharged from all liabilities, claims, damages, and demands arising out of or in connection with O.S. No. 108 of 2016 and connected Execution Case No. 1 of 2021.

9.4. The Parties agree that this Settlement Agreement, along with the Mediator's Report, shall be presented before the Hon'ble High Court with a request to pass appropriate orders and decrees in terms thereof.

10. By giving consent to this Settlement Agreement, the Parties hereto state that they shall have no further claims or demands against each other and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation.

11. That the Parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. The Parties further agree and undertake that they shall not resile from the present Settlement Agreement.

12. Both the Parties have agreed that they are entering into the present Settlement Agreement voluntarily, out of their own free will and volition. The Parties further state that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsels, in the presence of each other.

In affirmation of the above-mentioned terms of the settlement agreement, the **First Party** and **Second Party** hereunder have signed this Agreement on the date and place mentioned above.

SIGNATURES OF THE PARTIES

(FIRST PARTY)

1. L. Hemachandra Singh.
(L. HEMACHANDRA SINGH)
2. (A. PRIYORANJAN SINGH)
3. W. Anand
(W. ANANDA KUMAR SINGH)

(SECOND PARTY)

24. (D) Rebina Devi
21/11/26

VERDICTUM.IN



(Advocate for the FIRST PARTY)

(Advocate for the SECOND PARTY)

(Aribam Gautam Sharma)

MEDIATOR

Page 4 of 4

[10] As regards mandates for the officers, there are 3(three) mandates and scanned reproduction of the same are as follows:

VERDICTUM.IN

No. 21/30/2026-Power (HC)
GOVERNMENT OF MANIPUR
SECRETARIAT: POWER DEPARTMENT

Imphal, the 15th September, 2026

Authorisation Letter

Ref: RFA No. 2 of 2022

The State of Manipur & 4 Ors **[Appellants]**

-Versus-

Smt. Konsam (O) Rebina Devi & Anr **[Respondents]**

Shri L. Hemachandra Singh, Legal Officer (Power), Government of Manipur is hereby authorized to sign on behalf of Secretary (Power), Government of Manipur the Statement of Agreement with reference to the above mentioned case before the Mediation Centre, High Court of Manipur.

This issues with the approval of the Competent Authority.

M. Chinglembi 15/09/2026.
(Maisnam Chinglembi Luwang)
Joint Secretary (Power)
Government of Manipur.

Copy to:
1. The Secretary (Power) Government of Manipur.
2. All Persons concerned.

MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED
(3rd Floor, New Directorate Building near 2nd M.R. Gate, Imphal-Dimapur Road, Imphal, Manipur – 795001)
CIN: U40101MN2013SGC008343

No.1/11/MSPDCL-2016/Misc./Legal/ 5818-20 Imphal, the 30th Oct, 2026

AUTHORISATION FOR SIGNING SETTLEMENT AGREEMENT

REF: RFA. No. 2 of 2022

The State of Manipur & 4 Ors ... Appellant

-Versus-

Smt. Konsam (N) Kh. (O) Rebina Devi & Anr.

...Respondent

I, Mangsatabam Rabi Singh, Managing Director of the Manipur State Power Distribution Company Limited (MSPDCL), do hereby authorize Shri. Angom Priyoranjan Singh (General Manager- EC-I), MSPDCL, for signing the Settlement Agreement to be executed between the First and Second Party on 02/11/2026 at 2.00 PM on behalf of the Appellant Nos. 2 and 5 (i.e Managing Director & Deputy General manager, IED-II, MSPDCL) in respect of the above matter before the Mediation Centre, High Court of Manipur.

30/10/26.
(M. Rabi Singh)
Managing Director, MSPDCL

Copy to :

1. The Secretary (Power), Government of Manipur.
2. The Executive Director (Legal), MSPDCL.
3. Person concerned.

VERDICTUM.IN



MANIPUR STATE POWER COMPANY LIMITED
Keishampat Junction, Imphal – 795001
CIN: U40101MN2013SGC008344
Corporate Office:- Khwai Bazar, Keishampat, Imphal – 795001, Manipur, INDIA
Fax : +91 385 2450702
Tele: +91 385 2450050
Azadi Ka Amrit Mahotsav

LETTER OF AUTHORISATION
Dated, Imphal, the 30th October, 2026

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Th. Bimol Singh, Managing Director, Manipur State Power Company Limited (MSPCL), do hereby authorise Shri W. Anandkumar Singh, Dy. General Manager (Legal), Manipur State Power Company Limited, to represent, appear, defend, and sign on behalf of the Managing Director, Manipur State Power Company Limited, in R.F.A No. 2 of 2022 (The State of Manipur & Ors. -VS- Smt. Konsam (N) Kh. (O) Rebina Devi & Anr.) before the Mediation Officer of the Hon'ble High Court of Manipur.

Signature

Th. Bimol Singh,
Managing Director, (MSPCL)

Managing Director
Manipur State Power Company Ltd
Imphal

[11] As regards State, while Mr. L. Hemchandra Singh has signed for 1st appellant, Mr. A. Priyoranjan Singh has signed for 2nd and 5th appellants and Mr. W. Anand Kumar Singh has singed for 3rd appellant. Mr. S. Nepolean, learned Senior Advocate, on instructions, submits that the 4th appellant will stand bound by the signature made on behalf of 1st appellant. This submission is recorded. As regards the respondents, the 2nd respondent is a minor and she is represented by her biological mother who is 1st respondent. 1st respondent has signed the said settlement agreement for herself and on behalf of 2nd respondent is the submission of Mr. M. Nabakishwor, learned counsel on record for both respondents. This submission is also recorded.

VERDICTUM.IN

[12] In the light of the narration thus far, captioned RFA is disposed of in terms of said Settlement Agreement (dated 02.11.2026) which shall now form part of instant judgment. Registry is directed to draw up a decree accordingly.

[13] Though captioned RFA is disposed of by way of settlement in terms of mediated settlement agreement, this Court is making instant order reportable owing to elucidation *qua* 2(two) aspects regarding mediation about which there is allusion elsewhere *supra* in this order.

[14] Captioned RFA is disposed of in terms of said Settlement Agreement in the aforesaid manner. Let a decree be drawn up accordingly by the Registry. There shall be no order as to costs.

JUDGE **CHIEF JUSTICE**

FR/NFR

Indrajeet/Sushil

P.S. I : Upload forthwith

P.S. II : All concerned will stand bound by web copy uploaded in High Court website inter alia as the same is QR coded.