

GAHC020004082022



**THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL
PRADESH)
KOHIMA BENCH**

Case No. : WP(C)/152/2022

ABAU VILUO,
TYPIST(RETIRED), DIRECTORATE OF YOUTH RESOURCES SPORTS,
NAGALAND, KOHIMA,
R/O DBS COLONY, KOHIMA, NAGALAND

VERSUS

THE STATE OF NAGALAND AND 3 ORS
REPRESENTED BY THE CHIEF SECRETARY TO THE GOVERNMENT OF
NAGALAND, KOHIMA
2:THE SECRETARY

YOUTH RESOURCES AND SPORTS
NAGALAND
KOHIMA

3:THE DIRECTOR

YOUTH RESOURCES AND SPORTS

NAGALAND
KOHIMA

4:THE EXECUTIVE ENGINEER
PWD(H)

YOUTH RESOURCES AND SPORTS DIVISION
KOHIMA
NAGALAN

Advocate for the Petitioner : TONGPOK PONGENER

Advocate for the Respondent : GOVT ADV NL

**BEFORE
HON'BLE MR. JUSTICE BUDI HABUNG**

ORDER

Date : 07-05-2024

Heard Mr. Tongpok Pongener, learned counsel for the petitioner. Also heard Mr. Moa Imchen, learned Senior Government Advocate for the State respondents.

In compliance of the direction of this Court on 21.11.2023, the Secretary, High Court Legal Services Committee, Kohima Bench appointed Shri. Sunjib Rana, mediator, to settle the case through mediation who then was to submit report within 6(six) weeks.

The mediation proceeding took place w.e.f. 29.11.2023 to 15.04.2024, where both the parties had participated along with their respective counsels. The mediation finally settled the matter on 15.04.2024 in presence of the parties. The mediator submitted report which is taken on record and marked as document 'X' for identification.

I have perused the said mediation report. The crux of the mediation settlement is reproduced below:

"...(1) that after 4(four) sittings of mediation process, the parties hereto agree that this instant lawsuit and all related claims and controversies between them are hereby settled in accordance with the following terms:

- (i) The parties acknowledge that bona fide disputes and controversies existed between them, and they desire to compromise and settle all claims and cause(s) of action of any*

*kind whatsoever which the parties may have arisen out of the transaction or occurrence which is the subject matter of this litigation. It is further understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an **admission of liability**.*

- (ii) *Each signatory warrants and represents that:*
 - a. *such person has authority to bind the party or parties for whom such person acts.*
 - b. *The claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting the same.*
- (iii) *That, it is the statement of the respondent that, they are willing to reimburse the petitioner an amount of **Rs. 10,00,000/- (Rupees ten lakhs) only** as compensation for the repairs/renovation works undertaken by the petitioner while renovating the government quarter allotted to her by the department (Youth Resources and Sports, Nagaland, Kohima) to which the petitioner has agreed upon.*
- (iv) *That, the said compensation amount shall be transmitted/paid to the petitioner through the medium of cheque/cash **on or before 15th June, 2024**, as no monetary transactions are possible due to the enforcement of Model Code of Conduct (MCC) for the upcoming Lok Sabha Election, 2024.*
- (v) *That, it is the statement of the respondent that, the department shall immediately issue all requisite clearance certificate including No objection certificate to the petitioner so as to enable her to initiate her pension process/paper.*
- (vi) *That, it is the statement of the respondent that, they are ready to render their utmost assistance to the petitioner in pursuing the pension papers before any concerned department or office including Office of the Accountant General/Treasury, etc.*
- (vii) *That, it is the statement of the petitioner, that she will vacate the government quarter which was allotted to her by the department **on or before 31st July, 2024.***

It is submitted that both the parties have agreed to the above mediation settlement and put their respective signatures and prays for passing necessary order in terms of the settlement of the

mediation.

In view of the above settlement and as agreed upon by the parties, this writ petition is disposed of in terms of the above mediation settlement dated 15.04.2024 which has been further agreed upon by the parties to abide by the said terms.

Mr. Sunjib Rana, mediator shall be entitled to a fee as per the notification issued by the Nagaland State Legal Services Authority/High Court Legal Services Committee.

With the above, this writ petition stands disposed of.

Sd/-
JUDGE

Comparing Assistant