

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

WA No. 51 of 2024

Ref :- WP(C) No. 470 of 2017

The Managing Director, MSPDCL and 3 others

Appellants

Vs.

Gainichung Dangmei

Respondent

Clubbed with MC(WA) No. 97 of 2024

BEFORE

**HON'BLE THE CHIEF JUSTICE MR. KEMPAIAH SOMASHEKAR
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA**

ORDER

(K. Somashekar, C.J.)

11.08.2025

[1] In this appeal, the appellant is challenging the orders rendered by the learned Single Judge on the writ side in WP(C) No. 470 of 2017 dated 22.11.2023 raising various grounds.

[2] The learned DGA Mr. Th. Vashum for the appellant is present and so also the learned counsel Mr. S. Thoi Thoi Meitei for the respondent is also present before the court physically.

[3] Whereas, in this appeal, the learned DGA had submitted a settlement agreement dated 4th August, 2025 and in all, it consisting of para No. 1 to para No. 9 and the same reads as thus :

“WHEREAS

- 1. The Second Party filed Writ Petition (C) No. 470 of 2017 against the First Party and 3 (Three) Others*

before the Hon'ble High Court of Manipur and prayed to pay compensation of Rs. 53,00,000.00/- (Rupees fifty-three lakh) only for causing amputation of right hand below of the petitioner's son due to electrocution that took place on 13/11/2014 when he came in contact with a High Voltage Electric transformer erected at Siangai Namdal (Parengba-ll) village, Senapati and Ld. Single Judge passed the Judgement and Order dated 22/11/2023 whereby directed the State Respondents to pay Rs. 43,00,000/- (Rupees Forty-Three Lakhs) only to the victim boy Master Lansingam Dangmei who is the minor son of the Second Party.

- 2. The First Party being aggrieved by the aforesaid Judgement and Order dated 22/11/2023, filed a Writ Appeal bearing Writ Appeal No. 51 before the Hon'ble High Court of Manipur. The writ appeal No. 51 of 2024 with M.C (WA) No. 97 of 2024 was referred to the High Court of Manipur Mediation Centre vide an Order dated 15/04/2025 passed by the Hon'ble Chief Justice D. Krishnakumar and Hon'ble Justice A, Guneshwar Sharma.*
- 3. The High Court Legal Services Committee, High Court of Manipur appointed Shri. Aribam Gautum Sharma, Advocate as Mediator for conducting mediation in connection with W.A No. 51 of 2024 with MC (WA) No. 97 of 2024 on 28/04/2025.*
- 4. Five mediation session were held with the parties and their respective counsels on 03/05/2025, 16/05/2025, 26/06/2025 and 22/07/2025. The*

Parties with the assistance of the Mediator, and proactive participation of the counsels for the Parties, have voluntarily arrived at an amicable solution resolving the abovementioned matter.

- 5. The Parties confirm and declare that they have arrived at this Settlement Agreement voluntarily, and of their own free will, in the presence of their respective counsels and the Mediator.*
- 6. The following settlement has been arrived at between the Parties hereto:*
 - (a) (i) That, it is agreed between the parties that the MSPDCL (The First party) shall pay a sum of Rs. 10,00,000/- (Ten Lakhs) only as full and final compensation amount to the petitioner within 2 (two) months from today i.e. 4th August, 2025. The Second Party has also agreed to withdraw all the allegations made against the First Party and assures that no further claim, demand or legal action shall be initiated against the First Party (i.e. MD, MSPDCL) regarding the said incident.*
 - (ii) The Department of MSPDCL (The First party) shall consider employing the victim namely, Master Lansingam Dangmei S/o Gainichung Dangmel of Siangai Namdai (Parengba), P.O Nungshai, P.S. Bishnupur, Senapati District, Manipur, in the Grade-IV post provided he fulfils the Recruitment Rules of MSPDCL, Government of Manipur.*

(b) *The payment of the above amount shall be as under :*

(i) That, the compensation amount shall be deposited to the saving account of the petitioner maintained at the SBI, Bishnupur by the First party (i.e. MSPDCL) within month. (Jt. A/C No.42708556473)

(ii) It has been agreed that the aforesaid Writ Appeal filed before the Hon'ble High Court of Manipur against the Second party shall be disposed of in terms of this Settlement.

7. *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 or demands against each other and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation.*

8. *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.*

9. *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.”

[4] The Settlement Agreement has been arrived in between the parties before the Mediation Centre, High Court of Manipur and whereas in para No. 6 of the Settlement Agreement, it is indicating at clause (a) and clause (b) specifically. However, in view of the Settlement Agreement arrived at in between the appellant and the respondents are concerned, this appeal stands disposed of.

[5] Consequent upon disposal of the aforesaid appeal, there is no consequences to consider the proceeding in the miscellaneous proceeding in MC(WA) No. 97 of 2024 and accordingly, the same also stands disposed of.

Sushil

JUDGE

CHIEF JUSTICE