



2026:MNHC:137-DB

REPORTABLE

Item No. 1 - 2

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

MAT. APP. No. 4 of 2016

Meitankeisangbam (Ongbi) Ibemcha Devi, aged about 32 years, w/o late M. Megha Chandra of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur at present Yairipok Nongpok Keithelmanbi, P.O. & P.S. Thoubal, Thoubal District, Manipur.

... Appellant

- Versus -

1. Meitankeisangbam Indrajit Singh represented by his LR :

Smt. Asharani, aged about 52 years old, w/o (Late) Meitankeisangbam Indrajit Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur – 795005.

2. Shri Meitankeisangbam Binoy Singh, aged about 60 years, S/o late M. Ibotombi Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur.

3. Shri Meitangkeisangbam Ibopishak Singh, aged about 50 years, S/o Late M. Ibotombi Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur.

... Respondents

With

MC(MAT. APP.) No. 2 of 2016

Meitankeisangbam (Ongbi) Ibemcha Devi, aged about 32 years, w/o late M. Meghachandra of Khurai Thangjam Leikai presently at Yairipok Nongpok Keithelmanbi, P.O. & P.S. Yairipok in Thoubal District of Manipur.

... Applicant



2026:MNHC:137-DB

- Versus -

1. Meitankeisangbam Indrajit Singh represented by his LR :
Smt. Asharani, aged about 52 years old, w/o (Late) Meitankeisangbam Indrajit Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur – 795005.
2. Shri Meitankeisangbam Binoy Singh, aged about 60 years, S/o late M. Ibotombi Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur.
3. Shri Meitangkeisangbam Ibopishak Singh, aged about 50 years, S/o Late M. Ibotombi Singh of Khurai Thangjam Leikai, P.O. & P.S. Porompat, Imphal East District, Manipur.

... Respondents

B E F O R E

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

For appellant/applicant : Mr. Md. Murtaza Ahmed, Advocate
For respondents : Mr. H. Maipaksana, Advocate
Date of order : **22.07.2026**

O R D E R
(Oral)

[M. Sundar, CJ]

[1] This judgment and order will now dispose of captioned main matrimonial appeal and captioned 'Miscellaneous Case' ('MC' for the sake of convenience) thereat.



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[2] Read this in conjunction with and in continuation of earlier proceedings made in the previous listing yesterday (21.07.2026) which reads as follows:

'Item Nos. 5 & 6

IN THE HIGH COURT OF MANIPUR

AT IMPHAL

Mat. App. No.4 of 2016

With

MC(Mat. App.) NO.2 of 2026

M(O) Ibemcha Devi

Petitioner/s

Vrs.

*Meitankeishangbam Indrajit Singh represented
by his LR M. Asharani and 2 Ors.*

Respondent/s

BEFORE

***HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA
(ORDER)***

(Order of the Court was made by Mr. M. Sundar, CJ)

21.07.2026

*Captioned matter is listed under cause-list caption 'FOR
MEDIATION REPORT'.*

*Mediation report is before this Court, it comes to light that
mediation was successful and terms of settlement have been
reduced to writing but there is no representation for both sides
either in the physical Court or on the Video Conferencing (VC)
platform.*

*However, with the intention of giving an opportunity to
litigants on both sides and learned counsel on both sides, let
captioned matter be listed again tomorrow i.e., 22.07.2026.*

*List under the caption 'ON MEDIATION REPORT' tomorrow
i.e., 22.07.2026.*

JUDGE

CHIEF JUSTICE

Ab. Surjit '



[3] Today, Mr. Md. Murtaza Ahmed, learned counsel for lone appellant and Mr. H. Maipaksana, learned counsel representing Mr. L. Sanamacha, learned counsel on record for all respondents are before this Court (Physical Court).

[4] To be noted, Mr. Md. Murtaza Ahmed has been appointed as Pro Bono counsel by a predecessor Bench *vide* a judicial order but Registry has not shown his name in the cause list. Learned counsel submits that he missed the matter yesterday as his name was not shown in the cause list. To be noted, today also his name has not been shown in the cause list but learned counsel has diligently come before this Court.

[5] As regards the respondents, Mr. H. Maipaksana, learned counsel submits that Mr. L. Sanamacha Singh is indisposed and therefore he missed the matter yesterday. Learned counsel expresses regret on behalf of Mr. L. Sanamacha Singh for having missed the matter yesterday.

[6] Be that as it may, as already captured in earlier proceedings made in the previous listing yesterday, captioned matter was referred to mediation, mediation was successful and terms of settlement have been reduced to writing *vide* a settlement agreement dated 15.07.2026 which has been duly signed by lone appellant/MC



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applicant and all three respondents as well as their respective counsel.

This 'settlement agreement dated 15.07.2026' shall be referred to as 'said settlement agreement' for the sake of convenience.

[7] Cover letter of Secretary of HCLSC (High Court Legal Service Committee) under which said settlement agreement has been sent to this Court and the said settlement agreement (scanned reproduction) are as follows:

**HIGH COURT LEGAL SERVICES COMMITTEE
HIGH COURT OF MANIPUR**

Imphal, the 18th July, 2026

No. HCLSC/ Med/2-2024/ 1455

To
The Registrar (Judl.),
High Court of Manipur

Subject: Transmission of case record.

Sir,

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

Sl. No.	Mediator	Case No./ Name
1.	Shri L. Raju Singh, Advocate	Mat. App. No. 4 of 2016 Smt. Meltankeishangbam (O) Ibemcha Devi Vs Smt. Asharani Devi & Ors

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

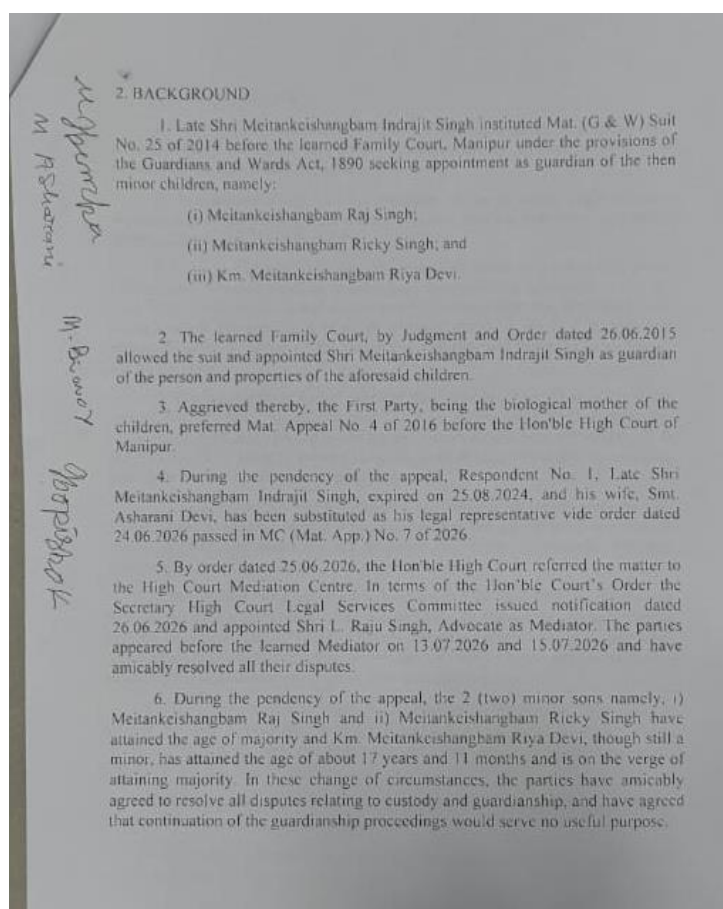
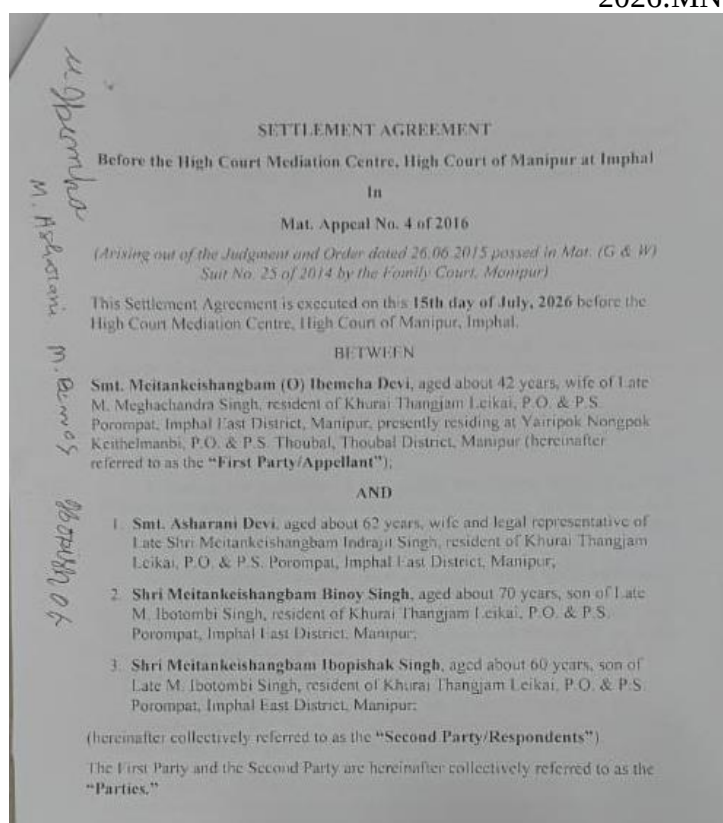
Yours sincerely,

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

*Spd (Judl. J)
D-17-26
18-07-26*



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3. TERMS OF SETTLEMENT

A. The Parties acknowledge that Meitankeishangbam Raj Singh and Meitankeishangbam Ricky Singh have attained majority and are competent to decide their own residence and affairs.

B. The Second Party have no objection to the aforesaid major children residing with or maintaining their relationship with the First Party, their biological mother, according to their own wishes.

C. In respect of Km. Meitankeishangbam Riya Devi, who is presently about 17 years and 11 months old, the Second Party unequivocally acknowledge that the First Party is her biological and natural mother and state that they have agreed and no objection to her continuing to reside with and remain in the care, custody and protection of the First Party until she attains majority, and thereafter according to her own wishes.

D. The Second Party further state that they have agreed and has no objection and allowed the Mat. Appeal No. 4 of 2016 by setting aside the Judgment and Order dated 26.06.2015 passed by the learned Family Court, Manipur in Mat. (G & W) Suit No. 25 of 2014, in view of the subsequent developments and the amicable settlement arrived at between the parties.

E. The Second Party hereby withdraw and abandon all claims made by Late Shri Meitankeishangbam Indrajit Singh in relation to the guardianship and custody of the children and undertake not to assert any claim inconsistent with this settlement.

F. The Second Party undertake to hand over to the First Party all documents, records and properties belonging to the children, including the original Family Pension Payment Order (PPO), Family Pension Book, pension passbook, educational records, identity documents and all other documents or properties belonging to the children which are in their possession or control.

G. The Parties agreed to jointly request/approach the Hon'ble High Court to dispose of Mat. Appeal No. 4 of 2016 and connected cases in terms of this settlement by setting aside the Judgment and Order dated 26.06.2015 passed in Mat. (G & W) Suit No. 25 of 2014.

H. This settlement has been arrived at voluntarily, without coercion, undue influence, fraud or misrepresentation.

I. The Parties undertake not to initiate any further proceedings against each other concerning the subject matter.

Date: 15th July, 2026

SIGNATURES

1st party/Appellant

Signature: M. Ibemcha

Name: Smt. Meitankeishangbam (O) Ibemcha Devi

Respondent No. 1

Signature: M. Asharani

Name: Smt. Asharani Devi

2nd party /Respondent(s)

Signature: M. Binoy

Name: (Meitankeishangbam Binoy Singh)

Signature: Meitankeishangbam Ibopishak

Name: (Meitankeishangbam Ibopishak Singh)



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COUNSEL FOR THE APPELLANT

Signature: Syed Murtaza Ahmed
Name: (Syed Murtaza Ahmed)
Advocate

COUNSEL FOR THE RESPONDENTS

Signature: Laishram Sanamacha Singh
Name: (Laishram Sanamacha Singh)
Advocate

MEDIATOR

Certified that the parties voluntarily participated in the mediation and arrived at the above settlement of their own free will, without coercion or undue influence.

L. Raju Singh
(Shri Lourembam Raju Singh)
Mediator
High Court Mediation Centre
High Court of Manipur
Imphal

LOUREMBAM RAJU SINGH
Advocate
B.Sc., LL.B.
Changrangkhul Haldrom Laikol
Imphal West, Manipur - 795001

[8] Afore-referred learned counsel on both sides confirmed that the parties have arrived at settlement in mediation, and the terms of settlement have been reduced to writing *vide* afore-referred said settlement agreement and both learned counsel also request for a judicial order/judgment in terms of said settlement agreement.

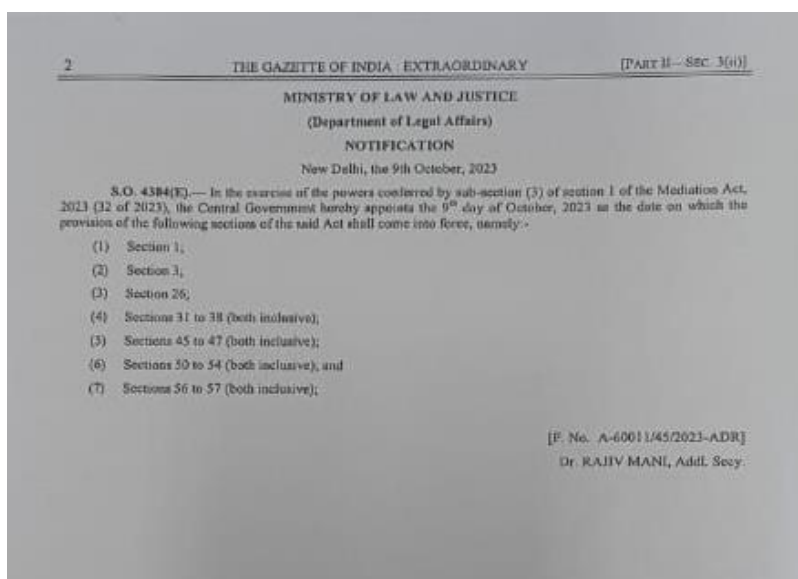
[9] Sections 19 (1) and 27 of 'Mediation Act, 2023 (32 of 2023)' {'said Act' for the sake of brevity and clarity} which is a conditional legislation, are yet to be notified i.e., yet to kick in/come into force {though Section 3 (n) which defines 'mediated settlement agreement' has kicked in}. Therefore, we accede to afore-referred joint/common request of learned counsel on both sides made in unison.



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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 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.'*





[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. - *Int this Act, unless the context otherwise requires, -*

- (a)
- (b)
-
- (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*



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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.'

[11] To be noted, though obvious, for the sake of specificity, we deem it appropriate to write that the *ex-parte* judgment and order dated 26.06.2015 made by Family Court, Manipur at Lamphelpat in Mat. (G & W) Suit No. 25 of 2014 stands effaced/merged with instant order.

[12] Registry is directed to draft an appropriate decree and furnish it to both parties subject to parties applying for certified copies of the same and complying with procedural and other requirements.

[13] Notwithstanding settlement by resorting to mediation, this Court is marking instant order as 'Reportable' owing to elucidation *qua* said Act and the need to make a judicial order in terms of settlement arrived at in mediation.

[14] Ergo, sequitur is, captioned main matrimonial appeal and captioned MC thereat are disposed of in terms of said settlement agreement (scanned and reproduced *supra*) which shall now form part of instant judgment/order. There shall be no order as to costs.

JUDGE

CHIEF JUSTICE

Bipin

FR/NFR