

REPORTABLE

Supple. Sl. Nos. 7 & 8

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

CRP(CRP.Art.227) No. 21 of 2026

Yumnam Rajesh Singh, aged about 48 years, S/o Late
Yumnam Tombi Singh of Uripok Achom Leikai, P.O. & P.S.
Imphal, Imphal West District, Manipur.

.....Petitioner

Vs.

Shri Meinam Mithai, aged about 81 years, S/o Late M.
Kaminibabu Singh, of Uripok Achom Leikai, P.O. & P.S.
Imphal, Imphal West District, Manipur.

.....Respondents

With

MC(CRP(CRP.Art.227)) No. 33 of 2026

Yumnam Rajesh Singh, aged about 48 years, S/o Late
Yumnam Tombi Singh of Uripok Achom Leikai, P.O. & P.S.
Imphal, Imphal West District, Manipur.

.....Applicant

Vs.

Shri Meinam Mithai, aged about 81 years, S/o Late M.
Kaminibabu Singh, of Uripok Achom Leikai, P.O. & P.S.
Imphal, Imphal West District, Manipur.

.....Respondents

BEFORE

HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR

For revision petitioner	Mr. Hidam Maipaksana, Advocate
Date of Judgment & Order	19.05.2026

JUDGMENT AND ORDER
(ORAL)

[1] The following abbreviations/short forms are used in this order:

Sl. No.	Abbreviation/Short Form/other references for the sake of convenience and clarity	Full Form/Expansion
1.	CRP	Civil Revision Petition
2.	MC	Miscellaneous Case
3.	CPC	Code of Civil Procedure, 1908 (5 of 1908)
4.	impugned order	Order dated 01.04.2026 made by Court of Civil Judge (Senior Division), Imphal West.
5.	said Trial Court	Court which made impugned order i.e., Court of Civil Judge (Senior Division), Imphal West.
6.	defendant	revision petitioner in captioned CRP
7.	plaintiff	respondent in captioned CRP
8.	said mediation settlement	terms and conditions of a mediation settlement vide order of Mediator dated 23.09.2024
9.	Mediation Act	The Mediation Act, 2023 (32 of 2023)

[2] Captioned CRP has been presented in this Court on 18.05.2026 under Article 227 of the Constitution of India.

[3] In captioned CRP, an order dated 01.04.2026 made in Judicial Misc. Case No.595 of 2025 in Original Suit No.87 of 2023 on the file of Court of Civil Judge (Senior Division), Imphal West has been assailed. To be noted, as would be evident from the tabulation supra this

'01.04.2026 order' is being referred to as 'impugned order' and the Court which made impugned order is being referred to as 'said Trial Court' (both for the sake of convenience and brevity).

[4] Short facts, shorn of elaboration and details which are not imperative for appreciating instant order are that one Mr. Meinam Mithai (lone respondent in captioned CRP) launched a money suit against sole revision petitioner (Mr. Yumnam Rajesh Singh); that the parties viz., Mr. Meinam Mithai and Mr. Yumnam Rajesh Singh shall be referred to by their respective ranks in the said Trial Court (also) for the sake of convenience and clarity, that this means that the 'revision petitioner in captioned CRP' shall be referred to as 'defendant' and 'respondent in captioned CRP' shall be referred to as 'plaintiff'; that the plaintiff vide a plaint dated 18.05.2023 launched a money suit being Original (Money) Suit No.87 of 2023 on the file of said Trial Court claiming a sum of Rs. 16,00,000/-(Rupees Sixteen lakhs) from the defendant; that in the suit, future interest besides cost of litigation have also been prayed for; that the prayer includes a usual regular residuary limb; that the defendant resisted this money suit by filing a written statement dated 11.08.2023; that on 10.11.2023, plaintiff took out M.C. being Misc.Case No.499 of 2023 with a prayer seeking permission to file a replication to the written statement; that at this stage, on 07.06.2024, the parties were referred to mediation; that according to defendant, mediation was successful, a settlement was arrived at and the terms and conditions of the settlement

were reduced to writing vide order of Mediator (Manipur State Legal Services Authority) on 23.09.2024 under the caption 'TERMS AND CONDITIONS' ('said mediation settlement' for the sake of convenience) ; that under the said mediation settlement, according to defendant, the plaintiff agreed to receive Rs. 5,00,000/- (Rupees five lakhs) in full quit qua the money suit for Rs. 16,00,000/-(Rupees Sixteen lakhs) with future interest; that even according to defendant, he agreed to pay this Rs.5,00,000/-(Rupees five lakhs) to plaintiff on or before 20.12.2024; that admittedly, the defendant did not pay this Rs.5,00,00/- (Rupees five lakhs) on or before 20.12.2024 and further admittedly, it remains unpaid until today; that on 28.02.2025, post mediation when the matter was sent back to said Trial Court, plaintiff was present in person and defendant was represented by his learned counsel; that the said Trial Court made an order on 28.02.2025 recording that the plaintiff submits that he did not agree qua the terms of settlement vide said mediation agreement and on this basis, directed that the suit shall proceed further; that the said Trial Court directed M.C No.499 of 2023 filed by plaintiff, seeking leave to file replication, to be put up; that the defendant did not challenge this order and defendant has taken a clear and categorical stand that he is not aggrieved by this order (to be noted, learned counsel on record for defendant has made an endorsement in the case file today that the defendant is not aggrieved by this order); that thereafter, defendant took out an application dated 31.07.2025 (M.C. No.595 of 2025) stating that he was unable to pay Rs.5,00,000/-(Rupees five lakhs)

on or before 20.12.2024 owing to unavoidable circumstances, that he proposes to pay Rs.5,00,000/-(Rupees five lakhs) and in this M.C No.595 of 2025, the defendant made a prayer for a decree for Rs.5,00,000/-(Rupees five lakhs) in terms of said mediation settlement dated 23.09.2024, enforcement of the same and sought a further direction to the plaintiff to comply with the terms of said mediation settlement agreement; that this M.C being M.C No.595 of 2025 was resisted by the plaintiff by filing a counter affidavit in September of 2025; that in this counter affidavit, plaintiff took a categorical stand that on 28.02.2025 said Trial Court, after examining the plaintiff in person and after noticing that the plaintiff submitted that he did not agree for terms of mediation settlement agreement, directed the money suit to proceed; that the plaintiff also took the stand that if defendant is aggrieved, he should seek review of this application which of course will be resisted by the plaintiff but without even seeking review of this 28.02.2025 order, the plaintiff has come up with M.C No.595 of 2025; that after hearing both sides, said Trial Court made the impugned order which is a very simple order, which in sum and substance says that the defendant has not chosen to challenge the earlier order dated 28.02.2025 made by learned predecessor Judge; that the impugned order further says that even review of this 28.02.2025 order has not been sought and on that basis rejected M.C No.595 of 2025; that the defendant contending that he is aggrieved by the impugned order, has presented the captioned CRP in this Court on 18.05.2026.

[5] In the hearing today, Mr. H. Maipaksana, learned counsel on record for defendant (revision petitioner) is before this Court in the Admission Board.

[6] At the outset, this Court wanted to know the reasons for defendant not assailing the afore-referred 28.02.2025 judicial order. In response to this, learned counsel on record for revision petitioner submitted that the defendant is not aggrieved by this 28.02.2025 judicial order, learned counsel made an endorsement in the case file in this regard and a scanned reproduction of this endorsement made in the case file of this Court by learned counsel on record for defendant (revision petitioner) is as follows:

Noting by Office of Advocate		Serial No.
1.	2.	
<i>I am not aggrieved by the order of 28-02-2025 passed in O.S No. 87 of 2023</i> <i>H. Maipaksana</i> H. MAIPAKSANA SPL, Dt. 19.05.2026		

[7] To be noted, this Court gave the option to learned counsel on record for revision petitioner to assail that 28.02.2025 order but learned counsel for revision petitioner insisted that the defendant is not aggrieved to the 28.02.2025 order, therefore, there is no need to assail the 28.02.2025 order and made the afore-referred endorsement asserting that this is the stated position of the defendant (revision petitioner).

[8] As already alluded to supra, captioned CRP is in the Admission Board.

[9] It is in the afore-referred scenario that instant order is being made in the Admission Board. Afore-referred Judicial Misc.Case No.595 of 2025 has been taken out by defendant, inter-alia under Section 89(b), Order XXIII Rule 3 of CPC and Section 27 of Mediation Act. In this Judicial Misc.Case (as already alluded to in factual matrix narrative supra), defendant has submitted that he could not pay Rs.5,00,000/-(Rupees five lakhs) to the plaintiff on or before 20.12.2024 owing to unavoidable circumstances. The defendant also contended that the said mediation settlement agreement is of binding nature and hence, defendant is entitled to a decree for Rs.5,00,000/-(Rupees five lakhs). In this regard, it is to be noted that it has also been contended that defendant has not challenged the said mediation settlement agreement within 90 days on the ground of fraud, corruption, impersonation or on the ground that the matter is not fit for mediation vide Section 6 of the

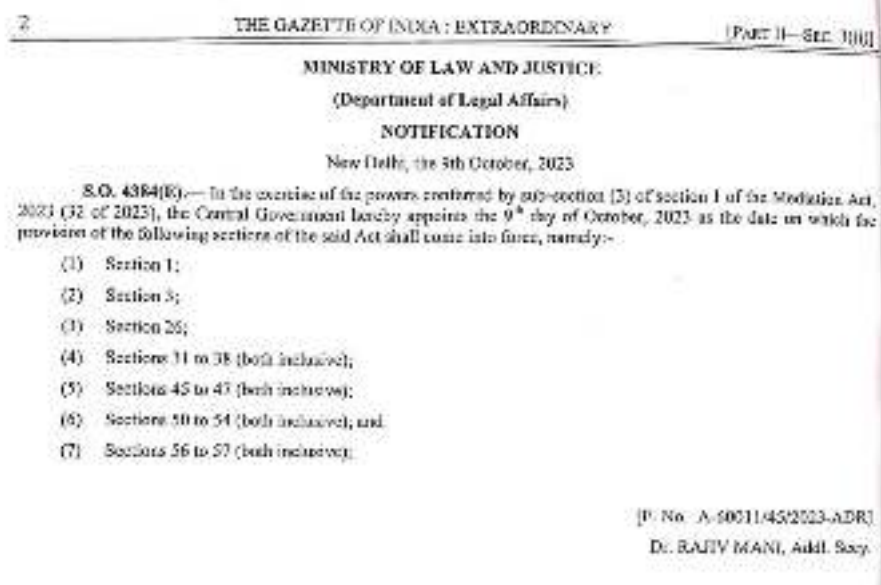
Mediation Act. Obviously, these pleadings are predicated on Sections 27 and 28 of the Mediation Act. The Mediation Act is clearly a conditional legislation as is evident from sub-Section (3) of Section 1 which reads as follows:

'1. Short title, extent and commencement.—(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.'

The Mediation Act consists of 65 sections in all and the Act is dated 14.09.2023. It has been published in the Official Gazette of India on 15.09.2023 but only 21 out of 65 Sections have come into force on 09.10.2023 vide a Notification of the Central Government being S.O.4384(E) and a scanned reproduction of this notification is as follows:



Therefore, it is clear that neither Section 27 (which has been invoked) nor Section 28 on which M.C No.595 of 2025 is predicated have come into force. Be that as it may, without taking this technical approach, as already alluded to supra elsewhere supra in this order, this Court did give the option to the learned counsel for defendant/revision petitioner to assail the 28.02.2025 order of the said Trial Court (to be noted, this 28.02.2025 order was made by predecessor learned Judge qua learned Judge who made the impugned order) but defendant/revision petitioner took a categorical stand that defendant is not aggrieved by that order and he would not challenge the said order. An endorsement has been made in this regard by the learned counsel on record for the defendant and a scanned reproduction of the same has been set out (supra).

[10] In this scenario, learned counsel pressed into service the oft quoted **AFCONS Infrastructure Ltd. & anr. v. Cherian Varkey Construction Co. (P) Ltd. & ors.** case law reported in **(2010) 8 SCC 24** and drew attention of this Court to sub paragraph (h) of paragraph No. 43 thereat which finds its place under sub caption 'Summation' and the same reads as follows:

'Summation

41.

42.

43. *We may summarise the procedure to be adopted by a court under Section 89 of the Code as under:*

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h) If the reference to the ADR process fails, on receipt of the report of the ADR forum, the court shall proceed with hearing of the suit. If there is a settlement, the court shall examine the settlement and make a decree in terms of it, keeping the principles of Order 23 Rule 3 of the Code in mind.'

[11] Though **AFCONS** was rendered by Hon'ble Supreme Court on 26.07.2010 even before the Mediation Act was made on 14.09.2023 and certainly before only 21 Sections of the Mediation Act kicked in on 09.10.2023 (Sections 27 & 28 of Mediation not kicked in until today). **AFCONS** principle may operate but in the case on hand, as defendant is taking the stand that he is not aggrieved with/by the 28.02.2025 judicial order, sub paragraph (h) of paragraph 43 of **AFCONS** does not come to the aid of the defendant. To be noted, a scanned reproduction of this 28.02.2025 order is as follows:

Abstract copy of ORDER

Dated 28/02/2025

Plaintiff in person present

Defendant by Id. Counsel present

Plaintiff submitted that he does not agreed with the term of settlement arrive during mediation.

Hence, suit shall proceed further.

Put up after disposal of Judl. Misc. Case No. ~~127~~ of 2023

Sd/-

Civil Judge Senior Division, Imphal West


Smt. M. Ruby Devi
Dist. Court Secy. (Civil)
Imphal West District & High Court
Regd. No. 625/2016

[12] Thereafter, learned counsel for defendant/revision petitioner pressed into service a judgment and order of the Orissa High Court being judgment and order dated 24.10.2025 made by a Hon'ble Single Judge of the Orissa High Court in **C.M.P. No. 1133 of 2024(Charulata Beura & Anr. Vs. Ranjana Pradhan & Ors.)**. Placing reliance on this judgment (**Charulata Beura** case) learned counsel submitted that once dispute has been settled and the report has been submitted to the Court, there is no option available to the Court other than passing a decree in accordance with the settlement. **Charulata Beura** though not rendered by coordinate Bench, was respectfully looked into but it does not come to the aid of the revision

petitioner, as on facts, it is a case where in a declaration and perpetual injunction suit parties were referred to mediation. Mediation culminated in a settlement and thereafter, when the matter came back to the Court both sides prayed for acceptance of the report and passing of a decree but the Court insisted on evidence being let in. The facts in instant case are completely different. This is not the case at hand as it is not one where both sides prayed for a decree in terms of the said mediation settlement. As would be evident from the narrative thus far, one party, i.e., the plaintiff, clearly did not make such a prayer and on the contrary, went before Trial Court in person on 28.02.2025 and submitted that he did not agree on the terms of settlement qua said mediation settlement during mediation.

[13] This Court notices that Section 89 (b) and Order XXIII Rule 3 of CPC have also been invoked for filing M.C. No. 595 of 2025. In the light of defendant/revision petitioner taking a categorical and emphatic stand that he is not aggrieved by the afore-referred 28.02.2025 judicial order, neither of these provision come to the aid of the revision petitioner/defendant. To be noted, a scanned reproduction of the impugned order is as follows:



Annexure A

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION,
IMPHAL WEST

Judl. Misc. Case No. 59 of 2025
Ref : (i) Original Suit No. 87 of 2023

Meinam Mithai, aged about 81 years S/o. late M. Kaminihabu
Singh of uripok Achom Leikai, P.O. & P.S. Imphal, District Imphal
West, Manipur.

..... Opp. party/Plaintiff

- Versus -

Yumnam Rajesh Singh, aged about 48 years S/o. late Yumnam
Tombi Singh of Uripok Achom Leikai, P.O. & P.S. Imphal, District
Imphal West, Manipur.

..... Petitioner/Defendant :

ORDER
1/4/2026

Case is put up today as I was on leave on 11/2/2026.

The present application is filed by the defendant thereby praying for
passing a decree based on mediated settlement agreement dated
23/9/2024 and for enforcement thereof.

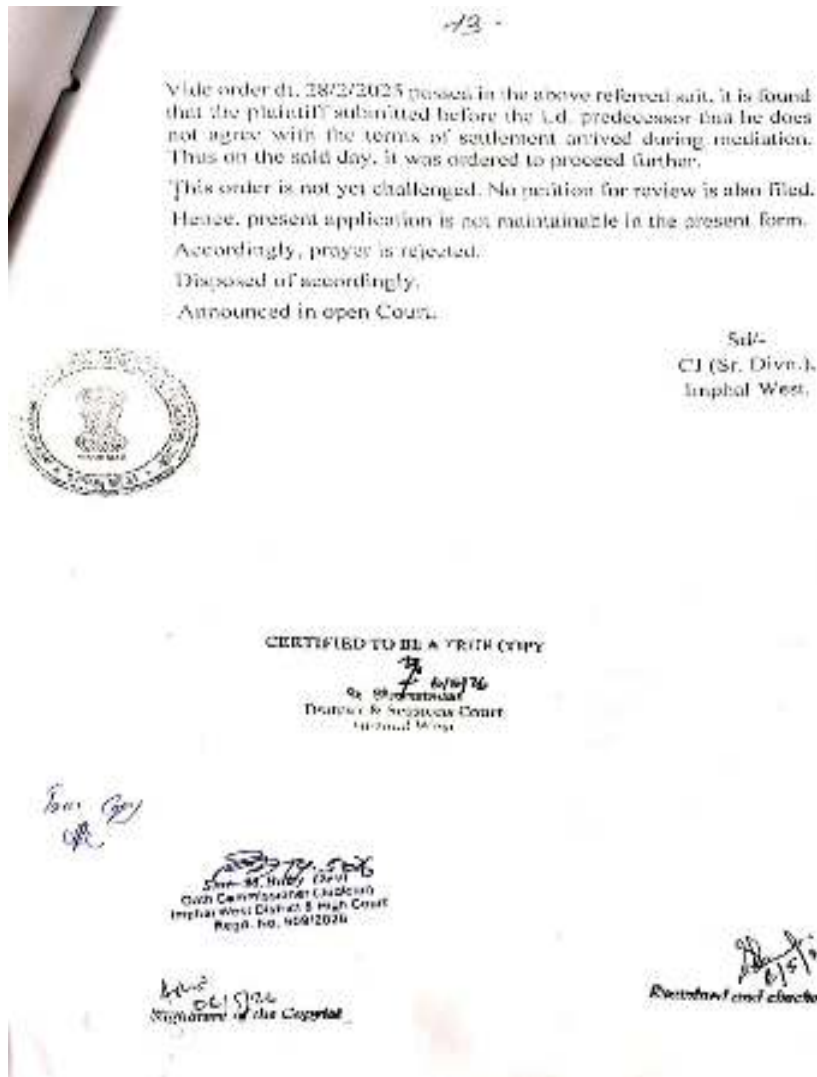
Sri Pari, Ld. Counsel for the defendant submitted that mediation
between the parties was successful. The mediated settlement
agreement is not yet set aside and hence the same is binding to both
parties. Hence, prayed to draw a decree on the basis of the said
agreement. Per contra, Sri Bishwaprem, Ld. Counsel for the
plaintiff contended that the plaintiff has not agreed the terms of
settlement. Hence, the suit has been proceeded. Thus, the said terms
of settlement were challenged by the plaintiff. The mediated
settlement terms are binding to the parties unless challenged. Hence,
prayed to dismiss the present case.

File Copy
OK

[Signature]
Deputy Commissioner

[Signature]
Sd/- Mr. Rajesh Singh
Joint Commissioner (Judicial)
Imphal West District & High Court
Case No. 809/2024

[Signature]
Examined and checked by



[14] This Court also carefully considered the equities of the matter, on a demurrer, even if the said mediation settlement deserves to be acted upon, the defendant should have paid Rs. 5,00,000/- (Rupees five lakhs) to the plaintiff on or before 20.12.2024. Today, 1(one) year and 5(five) months later, in May of 2026 also, this sum remains unpaid but the learned counsel for defendant only makes a oral submission that the defendant is ready to pay. To be noted, neither was the amount tendered in the said Trial Court nor was any application taken out for

depositing the said amount, not even after 20.12.2024, in the last 1(one) year and 5(five) months. This Court also notices that the plaintiff, in 2023 (when money suit was launched) was 81 years old. This means that the plaintiff today is 84 years old, the defendant was 48 years old in 2023 and he is now 51 years old. Therefore, the equities also do not come to the aid of the defendant who is revision petitioner before this Court.

[15] Ergo, sequitur is, in the light of the narrative, discussion and dispositive reasoning set out thus far, this Court finds that the captioned CRP does not pass muster in the Admission Board, it fails and the same is dismissed. Consequently, captioned M.C thereat also perishes with the CRP and therefore, captioned M.C is also dismissed. This Court refrains itself from imposing costs.

CHIEF JUSTICE

FR/NFR

Ab. Surjit