

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

W.A. No. 79 of 2023
Clubbed with
MC (W.A.) No. 134 of 2023

1. State of Manipur represented by the Commissioner (Power), Government of Manipur, Secretariat, Babupara, P.O. & P.S. Imphal, Imphal West District, Manipur – 795001
2. The Chief Secretary, Government of Manipur, Secretariat, Babupara, P.O. & P.S. Imphal, Imphal West District, Manipur – 795001.
3. The Manipur State Power Distribution Company Limited (MSPDCL), represented by the Managing Director, Near 2nd MR, North AOC, Imphal, P.O. Lamlong & P.S. Imphal, Imphal East District, Manipur -795001.

Appellants /Applicants

Vs.

1. Master Prajesh Khundrakpam, aged about 7 years, S/o Khundrakpam Joy Singh, resident of Nachou Kha Mayai Leikai, P.O. & P.S. Bishnupur, Bishnupur District, Manipur – 795126.
2. Khundrakpam Joy Singh, aged about 41 years, S/o (L) Kh. Ningthemjao Singh, resident of Nachou Kha Mayai Leikai, P.O. & P.S. Bishnupur, Bishnupur District, Manipur – 795126.

The Respondent No. 1 being a minor represented by the natural father (Respondent No. 2)

Respondents

BEFORE

HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
HON'BLE MR. JUSTICE AHANTHEM BIMOL SINGH

For Appellants : Ms. RK. Emily, Deputy Government Advocate,
led by Mr. S. Nepolean, Sr. Advocate

For Respondents : None Appeared

Date of Order : 02.02.2026

(ORDER)

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

[1] This order will now dispose of the captioned Writ Appeal (WA) and the captioned Misc. Case (MC) thereat.

[2] This order has to be read in conjunction with and in continuation of earlier proceedings/order made in the listing on 23.01.2026 which reads as follows :

'23.01.2026

[1] Mrs. R.K. Emily, learned State Counsel for the appellants is before this Court but there is no representation for the respondents.

[2] Learned State Counsel submits that the captioned matter was referred to mediation, mediation was successful and settlement has been arrived at.

[3] From the case file, we find that there is a mediation report, mediation has been successful and settlement agreement dated 20.01.2026 has been arrived at.

[4] However, with the intention of giving opportunity to respondents and learned counsel for respondents, this matter will stand over to Tuesday (27.01.2026) but with a caveat that if the respondents do not come before this Court in the next listing also, captioned matter will be disposed of in terms of the settlement agreement arrived at mediation.

[5] List on 27.01.2026.'

[3] In the hearing today, Ms. RK Emily, learned State counsel led by Mr. S. Nepolean, learned senior advocate is before this Court but

as regards respondents, the position is no different, *i.e.*, not different from earlier listing on 23.01.2026 (to be noted, there is no representation for respondents either in the physical court or in the video conferencing platform today also).

[4] This Court makes it clear that earlier proceedings/order dated 23.01.2026 shall now be read as an integral part and parcel of instant order. In the light of paragraph 4 of the earlier order, this Court now proceeds to dispose of the captioned writ appeal in terms of the settlement that has been arrived at between the parties in the mediation and reduced to writing *vide* a 'Settlement Agreement dated 20.01.2026' (hereinafter 'said Settlement Agreement' for the sake of convenience and clarity).

[5] On instructions from Ms. RK Emily, learned State counsel, Mr. S. Nepolean, learned senior advocate submitted that the afore-referred Settlement Agreement was signed by the Managing Director of Manipur State Power Distribution Company Limited (MSPDCL) and 2nd respondent for himself and for 1st respondent as he is representing 1st respondent who is a minor (to be noted, 2nd respondent is father of 1st respondent)

[6] Mediation Report/said Settlement Agreement have been sent to this Court under cover of a letter dated 22.01.2026 bearing Reference No. HCLSC/Med/2-2024/1019 from the Secretary of the High Court Legal Services Committee under the aegis of High Court of

Manipur. Scanned reproduction of the aforesaid cover letter and mediation report/said settlement agreement are as follows :

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

No. HCLSC/Med/2-2024/ 1019

Imphal, the 22nd January, 2026

To

The Registrar (Judl.),
High Court of Manipur

Subject: Transmission of case records.

Sir,

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

Sl. No.	Mediator	Case No./ Name
1.	Shri L. Raju Singh, Advocate	WA No. 79 of 2023 with MC(WA) No. 134 of 2023 State of Manipur & 2 ors Vs Master Prajesh Khundrakpam & anr

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

Yours sincerely,

SP, Encl (III)
22/01/2026


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

HIGH COURT MEDIATION CENTRE, HIGH COURT OF MANIPUR
MEDIATION CASE NO.347 OF 2025

W.P. (C) No. 404 of 2019
Ref: Writ Appeal No. 79 of 2023
State of Manipur & 2 Ors.

-vs-

Master Prajesh Khundrakpam & Anr.

SETTLEMENT AGREEMENT/ MEDIATION REPORT
Imphal, the 20th January, 2026

This Settlement Agreement is entered on this 20th January 2026 BETWEEN

1 The Managing Director, Manipur State Power Distribution Company Ltd. (MSPDCL),
Near 2nd MR, North A.O.C. P.O. Lamlong, P.S. Imphal Imphal East District, Manipur
(Hereinafter called as "THE FIRST PARTY")

AND

1 Shri Master Prajesh Khundrakpam, aged about 6 years, S/o Khundrakpam Joy Singh,
resident of Nachou Kha Mayai Leikai, P.O. & P.S. Bishnupur, Bishnupur District, Manipur-
795126

2 Master Prajesh Khundrakpam represented by his natural father, Shri. Khundrakpam Joy
Singh, aged about 40 years, S/o (L) Kh. Ningthem Singh, resident of Nachou Kha Mayai Leikai,
P.O. & P.S. Bishnupur, Bishnupur District, Manipur- 795126. (Hereinafter called as "THE
SECOND PARTY")

WHEREAS

1. The First Party filed Writ Appeal No. 79 of 2023 against the order of the Hon'ble High Court
dated 18/10/2019 passed in W.P (C) no. 404 of 2019 wherein the Hon'ble High Court directed
the State Respondents as follows:

(a) The respondents and in particular, the respondent No. 3 shall pay to the petitioner
No. 1 a sum of ₹ 30,00,000/- (Rupees thirty lakh) only as compensation within a period of 60
days from the date of receipt of a copy of this judgement and order, failing which the said amount
of ₹ 30,00,000/- shall be paid with an interest @ 6% per annum

(b) Out of the said amount of ₹ 30,00,000/- a sum of ₹ 5,00,000/- (Five lakh) only shall
be paid to the petitioner No. 2 who is the natural father, for using it towards medical expenses

(c) The remaining ₹ 25,00,000/- (Rupees twenty-five lakh) only shall be kept in the name
of the petitioner No. 1 through his natural father in a fixed deposit in a nearby nationalized bank
till the petitioner No. 1 attains the age of 21 years and only the monthly interest accrued thereto

L. Rajw Singh
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shall be utilized by the petitioner No. 2 towards the petitioner No. 1's day to day requirements including food, education etc.

The said Writ Appeal No. 79 of 2023 was referred to the High Court of Manipur Mediation Centre vide an order dated 08/08/2025 by Hon'ble Chief Justice Mr. K. Somashekhar and Justice Ahanthem Bimol Singh

2. The High Court Legal Services Committee, High Court of Manipur appointed Shri L. Raju Singh, Advocate as Mediator for conducting mediation in connection with Writ Appeal No. 79 of 2023 vide Notification dated 22nd August, 2025

3. Mediation sessions were held with the parties and their respective counsels. The Parties, with the assistance of the Mediator and participation of the Counsels for the Parties, have voluntarily arrived at an amicable solution

4. The parties hereto confirm and declare that they have arrived at this Settlement Agreement voluntarily, and of their own free will, in presence of their respective counsels and the Mediator

5. The following Settlement has been arrived at between the Parties hereto

- (a) It has been agreed and undertaken by the parties that the First Party shall pay a sum of Rs 6,00,000 (Rupees six lakh) only as compensation to the Second Party on compassionate ground as full and final settlement amount as per the present Settlement Agreement
- (b) The payment of the above amount shall be as under:
 - (i) The First Party shall pay by way of cheque/demand draft in favour of the Second Party namely, Master Prajesh Khundrakpam represented by his father Shri. Khundrakpam Joy Singh, to the savings bank account no 08543211017417 maintained at UCO Bank by the Second Party within a period of 2 (two) months of passing of the judicial orders by Hon'ble High Court accepting the present Settlement Agreement.
- (c) It has been agreed between the parties that after receipt of the aforesaid full and final settlement amount by the Second party, the Second Party shall not file any claim petition complaint, suit, application etc., against the First Party in respect of the settled matter.

L. Raju Singh

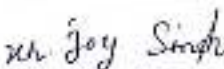
(d) Both the Parties shall pray to the Hon'ble High Court of Manipur that the present Writ Appeal No. 79 of 2023 may be disposed of in terms of the present Settlement Agreement.

6 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.

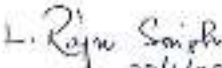
Signature of the First Party

 Managing Director
MSPDCL
The Manipur State Power Distribution Company Ltd.
represented by the Managing Director, 3rd Floor,
new Directorate Building Near 2nd MR Gate Complex
Imphal- 795001

Signature of the Second Party


(Khundrakpaam Joy Singh)

Dated/Imphal 20th January, 2025


20/1/2025
(Shri L. Raju Singh, Advocate / Mediator)

LOSREMBARAJU SINGH
Advocate
B.Sc., LL.B.
Khangsabul Naiton Lokha
Imphal West, Manipal - 795001

[7] This Court also notices that in the light of sub paragraph (b) of paragraph 5 of said Settlement Agreement, payment by way of

cheque/demand draft is to be made within a period of two months from the date of making of judicial orders by this Court *vide* the Settlement Agreement. To be noted, this is another reason which has impelled us to dispose of the captioned writ appeal in terms of said Settlement Agreement dated 20.01.2026.

[8] Captioned WA and captioned MC thereat are disposed of in terms of aforesaid said Settlement Agreement *i.e.*, Settlement Agreement dated 20.01.2026. There shall be no order as to costs.

Sandeep

JUDGE

CHIEF JUSTICE

FR/NFR