

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

**W.P. (C) No. 700 of 2023 with
MC(W.P. (C)) No. 297 of 2023**

Nongthombam Inao Singh Alias Nongangjao

... *Petitioner*

- *Versus* -

State of Manipur and 4 Ors.

... *Respondents*

**B E F O R E
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA**

ORDER

16.02.2026

[1] Present Mr. H. Dijen, learned counsel for the petitioner and Mr. S. Niranjana, learned GA for the State respondents.

[2] The present matter is regarding the compensation for land acquired for development of tourism project. As per first mediation report dated 04.09.2025, the parties have arrived an amicable settlement. However, when the matter was listed before this Court with the first mediation report on 13.11.2025, it has been submitted that there was an error in 'clause 4' of the terms of settlement and on this submission, the matter was again referred to the mediation. The first mediation proceedings report dated 04.09.2025 is reproduced herein below:

"SETTLEMENT AGREEMENT

In the matter of: WP(C) No. 700 of 2023 - Nongthombam Inao Singh alias Nongangjao vs State of Manipur & 4 Ors.

Before: The Hon'ble High Court of Manipur

Venue: The High Court Mediation Centre

This Settlement Agreement is entered into by and between:

PETITIONER:

Nongthombam Inao Singh alias Nongangjao, aged about 65 years, S/o Late N. Yaima Singh, a resident of Kontha Khabam Maning Leikai, P.O. Mantripukhri & P.S. Heingang, Imphal East District, Manipur, 795002

RESPONDENTS:

*1. **Respondent No. 1:** State of Manipur, represented by the Commissioner Revenue, Government of Manipur, Old Secretariat Building, Babupara, P.O & P.S. Imphal, Imphal West District, Manipur, 795001.*

*2. **Respondent No. 2:** The Commissioner Tourism, Government of Manipur, New Secretariat Building, Babupara, P.O & P.S. Imphal, Imphal West District, Manipur, 795001*

*3. **Respondent No. 3:** The Deputy Commissioner, Imphal East District, Porompat D.C Complex, P.O & P.S. Porompat, Imphal East District, Manipur, 795005*

*4. **Respondent No. 4:** The Director, Tourism, Government of Manipur, North A.O.C., P.O & P.S. Imphal, Imphal West District, Manipur, 795001.*

*5. **Respondent No. 5:** Soraisam Sorolata Devi, aged about 62 years W/o Late S. Amu Singh, a resident of Sagolband Tera Yambem Leirak, P.O & P.S. Imphal, Imphal West District, Manipur, 795001.*

RECITALS:

*WHEREAS the Petitioner is the absolute owner, recorded pattadar and in exclusive physical possession of two agricultural land under one patta being New patta no. 232/760 corresponding to the Old patta no. 27 covered by C.S. Dag no. 280/992 measuring an area of **.30** acre and C.S. Dag No. 280/1195 measuring an area of **.03** acre in total **.33** acre which form a compact area both of village no. 005- Khabam, Heingang Tahsil, Porompat Sub-Division, Imphal East District, Manipur situated at Kontha Khabam Maning Leikai, Imphal East District, Manipur*

WHEREAS the petitioner had previously mortgaged the said land to Respondent No. 5, and during the subsistence of the mortgage, the name of Respondent No. 5 was entered in the Revenue Records.

WHEREAS the Government of Manipur issued a Notice/Letter being No. SDO/P/IE/Dem/ dated 18-05-2020 for acquisition of pattalands, and the petitioner's land was included in the acquisition.

WHEREAS the Tourism Department declined to sanction compensation to the petitioner, citing the presence of Respondent No. 5's name in the revenue database.

WHEREAS the petitioner filed WP(C) No. 700 of 2023 before the Hon'ble High Court of Manipur, and the matter was referred to mediation.

CONSENT OF PARTIES

*Petitioner is present in person and give his consent to the **Settlement** terms. Respondents no. 1-4 are duly represented during the mediation proceedings by their respective authorised representatives and hereby give their consent to the **Settlement** terms. Respondent No. 5, Soraisam Sorolata Devi, appeared through **Video Conferencing** and expressly conveyed her **consent** to the settlement terms, confirming that the mortgage stands resolved and she has no further claim over the said land.*

TERMS OF SETTLEMENT

- 1. All the parties acknowledge that the petitioner, Nongthombam Inao Singh alias Nongangjao, is the rightful owner of the pattaland in question.*
- 2. The mortgage between the petitioner and Respondent No. 5 stands settled. Respondent No. 5 confirms that no dues remain and relinquishes any claim over the said land.*
- 3. The petitioner's name has been re-entered in the Revenue Records, reflecting his ownership status.*
- 4. The Tourism Department agrees to process and sanction the compensation amount in favour of the Petitioner after a Joint*

Survey with the concerned Revenue officials for clarity with respect to the land as per applicable norms and acquisition procedures.

5. Respondent No. 3, the Deputy Commissioner, Imphal East, has no objection and undertakes to take part in the Joint Survey.

6. All parties agree that the matter stands resolved and no further claims or disputes shall be raised in respect of the said land or compensation.

DECLARATION

This agreement has been entered into voluntarily by all parties, without coercion or undue influence, and shall be binding upon them and their successors."

[3] In the second mediation proceedings dated 09.02.2026, the parties have arrived amicable settlement and it is stated that 'clause 4' of the earlier settlement will be replaced by para nos. 1, 2 & 3 mentioned in the mediation proceedings dated 09.02.2026. It is also agreed that the final payment will be made on the basis of the rate fixed after the joint survey with the Revenue Officials and the payment will be done within the period as fixed by this Court. The relevant paras of mediation proceedings dated 09.02.2026 is reproduced below:

- 1. That the Tourism Department agrees to process and sanction the compensation amount including the demolished standing properties in favour of the Petitioner as per the rate fixed earlier after a joint survey with the concerned Revenue Officials for clarity with respect of the affected area of land.*
- 2. The payment will be done as soon as the Manipur Police Housing Corporation submits foreclosure reports or as per the direction of the Hon'ble High court in respect of the time scheduled.*
- 3. The clause nos. 1, 2, 3, 5 and 6 of the terms of settlement will remain unchanged as agreed in the earlier mediation report.*

[4] During the course of proceeding, the learned counsel for the petitioner and the learned GA amicably agreed that the terms of agreement and payment may be made within a period of 4(four) months from the date of receipt of a copy of this order.

[5] In view of the above and as agreed between the parties, the present writ petition being W.P. (C) No. 700 of 2023 is disposed of in terms of the 2(two) mediation proceedings provided the final payment will be made within a period of 4(four) months from the date of receipt of a copy of this order.

[6] Accordingly, the MC(W.P. (C)) No. 297 of 2023 is also closed in terms of the above order.

JUDGE

Thoiba

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