

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

W.A. No. 94 of 2023

Smt. Naorem Ongbi Ibemhal alias Leimahal Devi

..... *Appellant*

- Versus -

Smt. RK Ibemhal Devi alias RK Lembisana Devi &
Ors.

..... *Respondents*

With
MC(WA) No. 146 of 2023

BEFORE
R.K. MEMCHA DEVI (PRESIDING OFFICER)
KH. AJIT SINGH (MEMBER)
SMT. MONALISA MAIBAM (MEMBER)

09.05.2026

[1] Smt. Naorem (O) Ibemhal Devi, appellant in person is present along with her conducting counsel, Mr. P. Tomcha.

[2] Mr. Maibam Gautam Singh, Under Secretary (Land Resources) for respondent Nos. 3, 4 & 5 and Ms. Reena Chongtham, Legal Officer (Land Resources) are present along with learned conducting Deputy Government Advocate, Mr. W. Niranjit. Respondent No. 1 and 2 (D) as authorized by other LRs of respondent No. 2 (who is now deceased) along with the learned counsel, learned Syed Mohd Fariz is present.

[3] Whereas disputes had arisen between the private parties concerning the ownership and use of a shop plot/property, the private parties have voluntarily agreed to dispose the matter amicably through Lok Adalat on the following terms of settlement.

Terms of settlement :

- (i) The private parties mutually agree that the Shop Plot under Patta No. 911 comprised in C.S. Dag No. 16/2538/3141 having an area of .01487 acre (hereinafter referred as Shop Plot), shall be divided into 3 (three) equal shares i.e., 1/3 share each.
- (ii) The western one-third (1/3) share of the Shop Plot is to be given to Smt. Naorem (O) Ibemhal @ Leimahal Devi (appellant).
- (iii) The eastern two-thirds (2/3) of the Shop Plot is to be given in equal share to the Respondents Nos. 1 to 2(F).
- (iv) The respondent Nos. 1 to 2(F) agree to release the occupied rented shop over the Shop Plot which are presently occupied by them to the appellant as the said rented shop comes under the share of the appellant (1/3).
- (v) This exercise for release of the above said rented shop to the appellant shall be completed within a period of 3 (three) months from today.

- (vi) The appellant agreed that she shall not claim any right, title, or interest in any other property belonged/left behind by her deceased parents which includes present or future claims relating to inheritance, succession, or ownership of any other movable or immovable property of her deceased parents.
- (vii) It is also agreed that the present settlement represents a full and final settlement of all disputes between the parties regarding the Shop Plot and other inheritance matters.

[4] The parties confirm that they have read and understood the terms of this Agreement voluntarily, without any coercions, undue influence or pressure.

[5] The proforma respondent Nos. 3, 4 & 5 along with learned Deputy Government Advocate submit that they have no specific objection to the above settlement arrived at between the appellant and respondent Nos. 1 to 2 (F) but expressed certain reservation as follows:

- (i) That, the respondent Nos. 3, 4 & 5 only recognizes the allottees of the CS Dag No. 2538(P) of Sheet No. 16 IM and CS Dag No. 2578 of Sheet No. 16 IM i.e., the respondent No. 1 and her husband respectively vide allotment order dated 22.12.1984 of the State Government.

(ii) That, if there are any acts/omissions of the private respondents that would adversely affect the interest of the State or if there is any violation of any Act/Rules in contravention of above said allotment order, the State shall be at liberty to take appropriate legal action.

(iii) Notwithstanding any other provisions in this agreement, Land Resources Department, Government of Manipur shall possess the absolute right to suspend, terminate or modify this agreement immediately upon written notice, without penalty or liability, if it determines, in its sole & absolute discretion, that such action is necessary to protect, uphold, or advance the public interest, or key State policies.

[6] All the private parties agreed to the above said terms and conditions along with the reservations expressed by the respondent Nos. 3, 4 & 5.

[7] In view of the aforementioned terms and conditions, the present case i.e., W.A. No. 94 of 2023 and its connected case are settled.

MEMBER

MEMBER

PRESIDING OFFICER