

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

MAT. APP. No. 13 of 2025

Ningthoukhongjam Upen Singh, aged about 33 years,
S/o Shri Bhumeshor Singh, a resident of Langthabal
Kunja Mayai Leikai, P.O. & P.S. Singjamei, Imphal West
District, Manipur.

... Appellant

- Versus -

Smt. Waikhom (Ningol) Ningthoukhongjam (Ongbi)
Rashiroy Devi, aged about 33 years, W/o Shri
Ningthoukhongjam Upen Singh and D/o (Late) Waikhom
Ibochouba Singh, a resident of Thoubal Bamon Leikai,
P.O. & P.S. Thoubal, Thoubal District, Manipur.

... Respondent

With
MC(MAT. APP.) No. 15 of 2025

B E F O R E
HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA

For the appellant : Mr. Kh. Surajfrenko, Advocate

For the respondent : Ms. N. Savitri, Advocate

Date of hearing & order : **20.05.2026**

O R D E R

[M. Sundar, CJ]

[1] Captioned matter is listed under the cause list caption, 'FOR MEDIATION REPORT'.

[2] In the hearing today, Mr. Kh. Surajfrenko, learned counsel on record for appellant (Ex-husband) and Ms. N. Savitri, learned counsel on record for lone respondent (Ex-wife) are before this Court (Physical Court).

[3] Mediation report sent to the Registry of this Court by the High Court Legal Services Committee brings to light that the mediation was successful, the terms of settlement were reduced to writing vide a mediation settlement agreement dated 20.04.2026 and mediation settlement agreement is enclosed *qua* the mediation report.

[4] This Court, at the joint request of learned counsel on both sides, deems it appropriate to capture some facts for better appreciation of instant order/mediation settlement agreement. These facts are as follows:

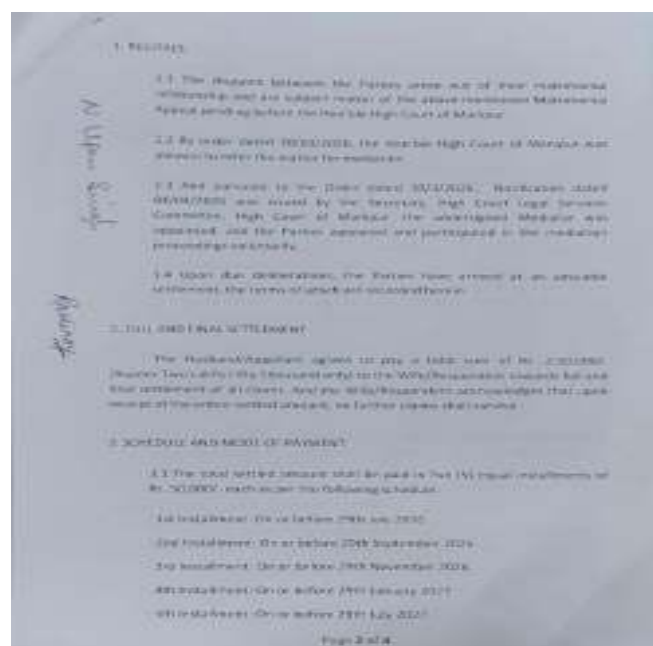
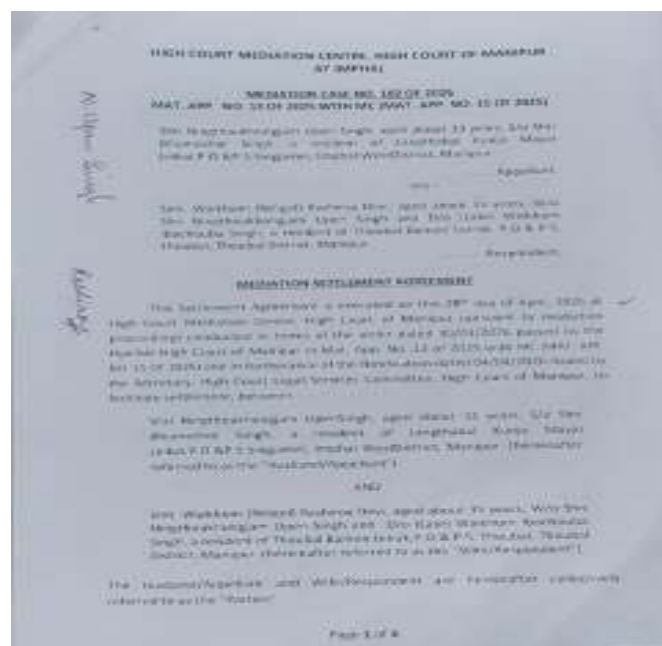
- (a) marriage between appellant and respondent was solemnized as per 'Hindu Manipuri Customary Rites' on 02.07.2008;
- (b) in a suit by the wife seeking divorce, being Matrimonial (Divorce) Suit Case No. 19 of 2021,

Family Court, Thoubal passed an ex-parte decree of divorce on 28.08.2024 ('said divorce decree' for the sake of convenience);

- (c) husband filed a Judicial Misc. Case No. 12 of 2025 with a prayer to set aside the said ex-parte divorce decree {obviously under Order IX Rule 13 of 'Code of Civil Procedure (CPC), 1908'}. This Judicial Misc. Case was dismissed by the said Family Court on 07.08.2025. Captioned appeal is directed against 'this 07.08.2025 order' ('impugned order' for the sake of convenience;
- (d) in and vide said ex-parte divorce decree, alimony was also ordered.

[5] In the aforesaid circumstances, parties were referred to mediation and mediation settlement agreement is before this Court. Learned counsel on both sides submit that the mediation settlement agreement is primarily regarding quantum of alimony, the said ex-parte divorce decree dated 28.08.2024 made by the said Family Court dissolving the marriage dated 02.07.2008 will stand/remain undisturbed. It is also submitted by both sides that the two minor children from their wedlock is in the care and custody of appellant and this arrangement will also continue. It is also submitted by learned counsel on record for

both sides that the mediation settlement agreement was signed by both parties in the presence of each other and their respective counsel (to be noted, the two counsel who are before this Court), to be both counsel also have signed the mediation settlement agreement in the presence of each other. A scanned reproduction mediation settlement agreement dated 20.04.2026 placed before this Court is as follows:



3.5 The parties agree that, if the Settlement shall be made by the Defendant/Respondent to the satisfaction of the Plaintiff/Petitioner through Google pay to the registered mobile number 9362370886 of the Plaintiff/Petitioner.

Pl. Vignesh Singh

4. CONSTITUTION OF THE COURT

4.1 In the event of failure by the Defendant/Respondent to pay any withdrawal or to pay the 20% of the scheduled award, each party shall constitute a court.

4.2 **Court of Referee**

The court consisting of one or more arbitrators shall be constituted immediately by the parties. The arbitrators shall be appointed by the parties. The arbitrators shall be appointed by the parties. The arbitrators shall be appointed by the parties.

Defendant

5. UNDERTAKING TO THE COURT

5.1 The Parties undertake to abide by the terms of the Settlement Agreement and submit to the same being passed before the Court of Referee.

5.2 The Parties agree that the Settlement Agreement may be made part of the order/judgment of the Court of Referee and shall be enforceable as a decree.

6. WITHDRAWAL / DISPOSAL OF PROCEEDINGS

6.1 The Parties shall jointly pay for deposit of Mut. App. No. 12 of 2023 in terms of the Settlement Agreement.

6.2 The Parties further agree to withdraw/stop any other pending proceedings. They agree each other in accordance with law.

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7. ARBITRARY EXECUTION

The Parties declare that the Settlement Agreement has been executed voluntarily and with full understanding of its contents, without coercion, undue influence, fraud or misrepresentation.

8. ENFORCEABLE AGREEMENT

The Settlement Agreement is a true, correct, and binding upon the Parties and shall be enforceable, legal, irrevocable, and binding.

9. LIBERTY TO APPROACH COURT

In case of any difficulty to execute or implement the Settlement Agreement, either Party shall be at liberty to approach the Court of Referee for appropriate remedy.

SIGNATURES

Plaintiff/Petitioner: *Pl. Vignesh Singh*

Defendant/Respondent: *Defendant*

WITNESSES

1. *Pl. Vignesh Singh, Plaintiff*
Counsel for Plaintiff

2. *Pl. Vignesh Singh, Defendant*
Counsel for Defendant

NOTARIZATION

Pl. Vignesh Singh, Plaintiff
Plaintiff

Pl. Vignesh Singh, Defendant
Defendant

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[6] Afore-referred learned counsel on record for appellant as well as respondent make a joint/common request that captioned appeal may please be disposed of in terms of afore-referred mediation settlement agreement and the other contents of instant order set out supra may also be treated as part of mediation settlement agreement dated 20.04.2026. This request is acceded to.

[7] In the light of narrative thus far, captioned matter is disposed of in terms of mediation settlement agreement dated 20.04.2026 which shall form part of instant order. There shall be no order as to costs.

JUDGE

CHIEF JUSTICE

FR/NFR

Bipin