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IN THE HIGH COURT OF MANIPUR
AT IMPHAL

WP(C) No.1195 of 2018 with
MC (WP(C)) No.155 of 2026 with
MC (WP(C)) No.156 of 2026 with
WP(C) No.964 of 2019

WP(C) No.1195 of 2018

P. Jangamlung, aged about 67 years old,
S/O (L) P. Bauchalin of Phoibut Charoi Tupul,
P.O. & P.S. Noney, District-Tamenglong,
Manipur. PIN-795159

.....Petitioner.

-Versus-

1. The State of Manipur through the Principal Secretary/Commissioner/Secretary (Revenue), Government of Manipur, Manipur Secretariat at Babupara, Imphal, Manipur-795001.

2. The District Collector/Deputy Commissioner (LA), Tamenglong District, (HQ) Manipur, P.O & P.S Tamenglong, Manipur-795141.

3. Mr. Namdikhonang, aged about 65 years old, S/O (Late) Hultoupou of Langkhong (Rangkhong) Village, P.O & P.S Noney, District-Noney, Manipur PIN-795159 Tamenglong-District,

4. S. K. Agong, aged about 48 years old, S/O Tuijinang of Khumji Part-3, P.O & P.S Noney, District-Tamenglong, Manipur. PIN-795159.

5. R. Chamei, aged about 65 years old, S/O (Late) R. Mukhamang of Rangkhung Village, P.O & P.S Noney, District-Tamenglong, Manipur PIN-795159

... respondents

MC (WP(C)) No.155 of 2026

P. Jangamlung, aged about 74 years old,
S/O (L) P. Bauchilin of Phoibut Charaoi Tupul,
P.O & P.S Noney, District- Noney, Manipur
PIN-795159.

…Applicant

-VERSUS-

1. The State of Manipur through the Principal Secretary/Commissioner/Secretary (Revenue), Government of Manipur, Manipur Secretariat at Babupara, Imphal, Manipur-795001.

2. The District Collector/Deputy Commissioner (LA), Tamenglong District (HQ), P.O & P.S Tamenglong, Manipur-795141.

3. Mr. Namdikhoang, aged about 72 years old,
S/O (Late) Hultoupou of Lankhong (Rangkhong) Village,
P.O. & Noney, District-Noney, Manipur-795159

4. S. K. Agong, aged about 55 years old,
S/O Tuijinang of Khumji Part-3, P.O & P.S Noney,
District- Noney, Manipur. PIN-795159.

5. R. Chamei, aged about 65 years old,
S/O (Late) R. Mukhamang of Rangkhung Village,
P.O & P.S Noney, District-Noney, Manipur,
PIN-795159.

… respondents

MC (WP(C)) No.156 of 2026

P. Jangamlung, aged about 74 years old,
S/O (L) P. Bauchilin of Phoibut Charaoi Tupul,
P.O & P.S Noney, District- Noney, Manipur
PIN-795159.

...APPLICANT

-VERSUS-

1. The State of Manipur through the Principal Secretary/Commissioner/Secretary (Revenue), Government of Manipur, Manipur Secretariat at Babupara, Imphal, Manipur-795001.

2. The District Collector/Deputy Commissioner (LA),
Tamenglong District (HQ), P.O & P.S Tamenglong,
Manipur-795141.

3. S. K. Agong, aged about 48 years old,
S/O Tuijinang of Khumji Part-3, P.O & P.S Noney,
District- Tamenglong, Manipur. PIN-795159.

...RESPONDENTS

WP(C) No.964 of 2019

P. Jangamlung, aged about 68 years old,
S/O (L) P. Bauchalin of Phoibut Charoi Tupul,
P.O. & P.S. Noney, District-Tamenglong,
Manipur. PIN-795159

.....Petitioner.

-Versus-

1. The State of Manipur through the Principal
Secretary/Commissioner/Secretary (Revenue),
Government of Manipur, Manipur Secretariat at
Babupara, Imphal, Manipur-795001

2. The District Collector/Deputy Commissioner (LA),
Tamenglong District, (HQ) Manipur, P.O &
P.S Tamenglong, Manipur-795141

3. S. K. Agong (Phougongrei Singuang Kamei),
aged about 49 years old, S/O Tunjinang of Khumji
Part-3, P.O & P.S Noney, District-Tamenglong,
Manipur PIN-795159

.....Respondents.

BEFORE
HON'BLE MR. JUSTICE A.GUNESHWAR SHARMA

19.11.2026

Present Mr.H.S.Paonam, learned senior counsel assisted by Ms.Harichhaya, learned counsel for petitioner, Mr.S.Niranjan, learned Government Advocate for State, Mr.Y.Daljeet, learned counsel

for respondent Nos.3 and 5 and Mr.N.Mahendra, learned counsel for respondent No.4.

2. The present dispute arises out of an award dated 18.8.2018 passed by District Collector (Land Acquisition), Tamenglong. The award is challenged in the present petition on the ground that the award was passed on the basis of an agreement, without the petitioner, who is also one of the beneficiaries of the award.

3. During pendency of the appeal, parties have entered into an agreement and have settled the dispute among themselves. The Compromise Deed -cum- Settlement Agreement dated 16.11.2026 executed between the petitioner as first party, respondent No.3 as second party and respondent No.4 as third party has been filed by way of affidavit dated 18.11.2026 filed by the petitioner.

4. It is submitted by learned counsel for petitioner and private respondents that writ petition may be disposed of on the basis of mutual Settlement Agreement dated 16.11.2026 as the dispute is purely between the petitioner and private parties. However, Mr.S.Niranjan, learned Government Advocate has pointed out to para 7 and 8 of the agreement relating to declaration of the Gift Deed dated 7.9.2007 and Sale Deed dated 29.11.2018 as null and void and also the judgment and decree dated 20.07.1985 passed in O.S No.1/83/17/84 in the Court of Munsiff, Imphal will have no effect. It is submitted that Agreement, Sale Deed and registered documents and decree of a Court cannot be declared null and void on the basis of agreement.

5. This Court has perused the materials on record and since the dispute is purely between the private parties, matter may be disposed of as prayed for by learned counsel for petitioner and private

respondents. In order to have a clarity in the matter, the Award dated 18.08.2018 and Deed of Compromise are reproduced below:

" *GOVERNMENT OF MANIPUR*

OFFICE OF THE DISTRICT COLLECTOR (LA): TAMENGLONG DISTRICT MANIPUR

COMPENSATION PAYMENT AWARD
Tamenglong, 18th August, 2018

NO.DC(TML)11/370(RLY)R-K/09: 1) Whereas, the Deputy Chief Engineer/Con/Imphal, Northeast Frontier Railway, Silchar, had submitted a 'Revised Land Plan' vide his letter No.W/207/Can/J-1/324 dated 20/08/2009 (Annexure page-1) proposing to acquire land falling under the Railway chainage No.63.626 to 97 900 (including Railway chainage No.82.342 to 83.272 measuring 56.950 Acres) for construction of the Jiribam-Imphal B.G. Railway line. Accordingly, the District Collector (LA) Tamenglong District had initiated Land Acquisition proceedings and had completed almost all sections leaving out the land measuring 56.950 Acres within 82.342 to 83.272 Railway chainage at Khumji part-3 village section due to the unresolved land dispute, counterclaimed by Shri. R. Chamei of Rangkhung village.

2) Land Acquisition proceedings for the land measuring 56.950 Acres which was under dispute was initiated under Land Acquisition Act, 1894, but had to be halted pending settlement of Land-ownership of Shri. Pougongrei Singuang Kamei, s/o. S.K. Tunjinang of Khumji part-3 being counter claimed by Shri. R. Chamei of Rangkhung village.

3) Having put a good deal of efforts by the District Administration and realizing, on the part of the disputing parties, the futility of continued deadlock, the disputing land-owners have come to a Mutual Compromise vide their "Mutual Agreement on Permanent Settlement of Inter-Village Boundary Between Khumji part-3 and Rangkhung village, Tamenglong District, Manipur" dated 26th March, 2018 (Annexure pages 2-6) by defining Land Boundaries as detailed at page 2 of the said 'Agreement' dated 26-03-2018 which is reproduced below.

INTER-VILLAGE BOUNDARY REDEFINED

I. North : Railway track line (under construction).

II. South: Aga (Ejei) river covering existing NH-37 and Rangkhung village Settlement.

III. West "Kha-ngao-pangthok' stream by Khumji and 'Joujithok' stream by Rangkhung flowing down from 'Songtulai' by the kukis who were inhabiting till 1993 and Khangselu-Laibu by the Nagas.

IV East: A dry nulla known by Khumji as 'Bangrithok' and "Ababang' nullah by Rangkhung coming down from the higher hill face/Railway track down to Ejei river separating wet paddy fields of Khumji and Rangkhung on Ejei river bank.

4) The said 'Agreement' has been duly countersigned by the former Deputy Commissioner, Tamenglong to establish authenticity. An Order bearing No.DC (TML)11/370/RLY/R-K/09, dated 31-2018 has been issued by the former D.C. Tamenglong accepting the said 'Negotiated Agreement ted 26-03-2018' (Annexure page 7).

5) Subsequently, the Customary Pei dai (Thoupei) of Rangkhung village had issued a Unanimous Decision' dated 31-03-2018 confirming the said 'Mutual Agreement' dated 26/03/2018 pledging that the spirit of the 'negotiated Agreement/Settlement shall remain binding on all the stakeholders of Rangkhung village. Thus the long-drawn Inter-village Dispute stands resolved for good. (Annexure page 8)

6) Having consented that the disputed Land portion now solely belongs to Shri. Pougongrei Singuang Kamel of Khumji part-3, the compensatory payment being released by N.F.Railway through the District Collector (Land Acquisition), Tamenglong shall be received by Shri. Pougongrei Singuang Kamei of Khumji part-3 (refer to the para 6 of the said 'Mutual Agreement dated 26-03-2018 along with supplementary supportive documents. (Relevant documents Annexed at pages 9-13)

7) Fresh initiation of Land Acquisition process for this land under the RFCTA & RR Act, 2013 would take another two years and longer. Having settled the land dispute issue now, the rightful Land-Owner Shri. Pougongrei Singuang Kamei S/o.

S.K. Tunjinang and the farmers/villagers concerned have been insisting to expedite release of compensatory Award/payment entitled to them without any further delay. Hence, proposal for DIRECT PURCHASE system is proposed as permissible vide office Memorandum bearing No.4/6/LA/2017-Com(Rev)pt. dated 09/10/2017 (Annexure page 14) issued by the Revenue Secretariat, government of Manipur

8) In order to determine the extent of losses, field verification had been carried out by a joint team of departinental officials including responsible representative from the N.F. Railway headed by the then S.D.O/Tamenglong, vide this office Memorandum No.DC(TML)11/370(Rly)DS/2011 dated 15-11-2014. (Annexure pages 15)

9) The District Collector (LA), Tamenglong after referring to the Govt. approved rates for determining of compensation in respect of land and standing properties have determined the amount of compensation to be paid to the affected land owner and affected parties as detailed below:

Sl. No.	*Particulars*	*Amount*
1	*A total of 2,845 Nos of Horticultural fruit trees belonging to 38 farmers all of Khumji part-3 village valued as per existing/old Government-approved rates. Details reflected at (Annexure pages 16-34)*	*Rs. 91,64,840/-*
2.	*Value of 823 Nos of Forest class trees belonging to 8 farmers/land owners' family, all of Khumji part-3. Details 1 reflected at (Annexure Pages 35-40)*	*Rs. 10,05,149/-*
3.	*Value of 56.950 Acres of land @Rs.10/- per Sq.ft = Rs 2,48,07,420/-. However, as per the Govt. Notification No. 4/12/La/2014-Com (Rev) dt. 03-08-2015, the market value of land shall be multiplied by a factor of 2 (two) in payment of compensation for projects*	*Rs 4,96,14,840/-*

	which are at a distance of 10 km. or more from urban areas. Therefore the rate of land will be 10x2 i.e. Rs. 20/- sq.ft. Therefore 56.950 Acre (24,80,742 sq.ft x 20)=	
4.	*Sub Total*	*Rs 5,97,84,829/-*
5.	*Add 100% solatium on the market value of Land and standing properties i.e Rs 5,97,84,829x2=*	*Rs 11,95,69,658/-*
6.	*1.5% Contingency charges as Administrative Expenses for survey work, documentation, etc. borne on Rs. 5,97,84,987/-*	*Rs. 8,96,772/*
7.	*GRAND TOTAL (5+6)*	*Rs 12,04,66,430/-*

(Rupees Twelve Crores, Four Lakhs, Sixty Six Thousand, Four Hundred and Thirty) only.

10) EXCLUSION OF INTEREST: The 12% interest per annum borne on the basis of land value U/S 30(3) of the new Act has not been applied in order to minimize the total amount assessed.

11) The Subject land measuring 56.950 Acres covered by Railway chainage 82.342 has already been utilized for the construction of Railway track line, on the basis of CONSENT UNDERTAKING given by the Land-Owners dated 16/11/2009 before Land-Owner(s). (Annexure page 41)

Having examined/considered the proposal submitted vide this office letter bearing No.DC(TML)12/Railway/2015 dated

08/04/2018 (Annexure pages 42-43), the State Government Cabinet approval has been conveyed vide their letter No.4/Misc/LA/2017-Com(Rev) dated 04/08/2018 of the secretariat (Revenue Department) Government of Manipur (Annexure Page 44) for the total assessed amount of Rs. 11,95,69,658/- (Rupees eleven Crore, ninety Five lakhs. Sixty Nine thousand, Six Hundred and fifty eight) only, payable to the affected parties on account of loss of land, forest trees and horticulture crops.

Shri. R. Chamei, land-Owner of Rangkhung village has agreed vide paragraph 6 of the 'Mutual Agreement dated 26/03/2018 to receive a goodwill Gift of Rs.1,00,00,000/- only from Shri Pougongrei Singuang Kamei, Land-Owner of Khumji part 3 in addition to concession of sizeble/extensive land area given away to the permanent possession of Rangkhung village being the main term for bringing about 'Negotiated Settlement' between the two neighbouring villages.

This award is announced.
This 18th day of August, 2018."

Deed of Compromise:

"*MUTUAL AGREEMENT ON PERMANENT SETTLEMENT OF INTER-VILLAGE BOUNDARY BETWEEN KHUMJI AND RANGKHUNG VILLAGES, TAMENGLONG DISTRICT, MANIPUR.*

An inter-village boundary dispute exists between the villages of Khumji and Rangkhung, in Tamenglong subdivision of Tamenglong district. The boundary between these two villages was first determined in 1927 by the then SDO, Tamenglong, Mr. J.S. Duncan (order dated 26/08/1927) which was later reaffirmed in 1934 by the succeeding SDO, Tamenglong Mr. C.S. Booth as well. However, the boundary dispute between these two villages persisted with the portion still having conflicting claims on the boundary. Now NF railway seeks to acquire some of this disputed land between these two villages for the ongoing Jiribam-Makhuam/Imphal railway line project. Payment of compensation for the land being acquired depends on the issue of ownership of this disputed land. Thus this dispute gives rise to hampering the ongoing railway project, as well as create a law and order problem. In the past there have been serious apprehensions of breach of peace, violence and clash between the two villages over the disputed land scheduled below:

Having regard to the people's interest, maintenance and restoration of the law and order, and completion of railway project, we, the respective Land-owners of Khumji and Rangkhung villages hereby SOLEMLY AFFIRM and agree on the following points, with our mutual understanding in order to settle the dispute amicably and permanently:

1. The redefining/adjustment will stand as follows:-

NORTH: Railway track line (under construction)

SOUTH: Aga (Ejei) river covering existing NH-37 and Rangkhung village settlement.

WEST: 'Kha-ngao-pangthok' stream known by Khumji and 'Joujithok' stream by Rangkhung flowing down from 'Songtulai' by the Kuki who were inhabiting till 1993 and 'Khangselu-Laibu' by the Nagas.

EAST: A dry nullah known by Khumji as 'Bangrithok' and 'Ababang' nullah by Rangkhung coming from higher hill phase/Railway track down to Ejei river.

It is now finally recognised/accepted/agreed by Mr. Namdikhonang Riamei, Khunbu and Co-Land-owner of Rangkhung side that inter-village boundary is 'Kha-ngao-pangthok' known by Khumji village and 'Joujithok' known by Rangkhung village.

2. Now, realising the futility of fostering unending land dispute, the respective landowners have come to negotiated settlement as follows with the adjustment of land demarcation/boundaries.

3. Mr. Pougongrei Singuang Kamei, land-owner of Khumji part 3 has agreed to offer part of his land portion to the peaceful continued possession of Rangkhung, bounded by the above mentioned land schedules at para 1 above.

4. The existing Rangkhung main settlement will continue to be possessed by Rangkhung. The redefined village site of Rangkhung -is handed over for permanent possession/property of Mr. Riamei Chamei and Mr. Namdikhonang Riamei, Co-Land-owners of Rangkhung and their heirs/successors free from encumbrances.

5. Henceforth, the land portion above the railway track in the north and 'kha-ngao-pangthok/Joujithok in the west will continue to be peacefully possessed by Pougongrei Singuang Kamei s/o S.K. Tunjinang and his/their heirs and successors.

6. The land falling within the railway land acquisition (from railway chainage 82.342 to 83.272 measuring 56.950 acres) is hereby recognised to be under the ownership of Khumji part 3 village/concerned land owners. The compensation being paid by the NF railway for the acquisition of this land will be received by the concerned land owners of Khumji part 3 i.e., Pougongrei Singuang kamei s/o S.K. Tunjinang, an amount of Rs. 1 crore (one crore rupees only) will go to Rangkhung village out of the land compensatory payment assessed in respect of the 56.950 acres as and when the same is released/available for payment.

7. In case any of Rangkhung villagers desiring to undertake seasonal crop plantations above and north of the railway trackline Cokitell do so with the knowledge and consent of the landowners concerned with certain royalty to be paid and so decided upon by Khumji part 3 landowner.

8. We, both the parties, hereby agree to withdraw all the court cases related to these boundary disputes etc. pending in various courts within the territory of Union of India. The interim order dated 16/08/2010 passed in the regular first Appeal No. 3 of 2010 by the Ld. District Judge Manipur west, STAYING the operation of the judgement and decree dated 25/03/2010 of the Civil Suit No.5 of 2009 shall be sought to be vacated/withdrawn.

Thus, we resolve to end the inter-village boundary dispute between our neighbouring villages based on above mentioned points and maintain harmonious relationships and peace in future. We abide by this agreement and swear in the name of Almighty God that we shall NOT resort to any such acts which will violate the terms of this agreement. Thus our dispute in question stands permanently settled as per the provision of this agreement with immediate effect.

The spirit of this mutual agreement/negotiated settlement will remain binding on us (both Rangkhung and Khumji part 3 village), our heirs and successors for all time to come.

This mutual agreement/negotiated settlement may be registered with the Sub-registrar, Tamenglong district/Noney District Manipur,

May God help us.

The 26th day of March 2018 AD

Sd/- Namdikhonang Riamei
S/o late Hulotpou Khunpu/
co-land owner of Rangkhung Village.

Sd/- R.Chamei S/o late Miukhamang
Khullakpa & Land -owner of Rangkhung Vill.

Sd/- Pougongrei Singuang Kamei
S/o S.K. Tunjinang Khumji
Part 3 Village

Witnesses:

Th Kaniangmei Riamei S/o
Late Miukhamang Rangkhung Village

Sd/-Jaojiana Jaojiana Phaomei;
Secretary Customary Court (Thoupei)
Rangkhung Vill

Sd/-S.K. Khiumonang S/o
S.K. Tunjinang Khumji Part 3

Countersigned by:

(ARMSTRONG PAME), IAS
District Collector (Land Acquisition):
Tamenglong District, Manipur"

Even though, prayer in the present writ petition is for setting aside of Award dated 18.8.2018 on the sole ground of petitioner being left out and parties having entered into a Compromise Deed among themselves, writ petition can be disposed of in terms of the compromise executed between the parties on 16.11.2026. However, with regard to para Nos.7 and 8 of the Deed of Agreement dated 16.11.2026 as pointed out by learned Government Advocate, it is

clarified that parties have undertaken before the Court that in spite of existence of registered Sale Deed, Gift Deed and Decree of Court, parties are bound by the terms and conditions of Compromise Deed dated 16.11.2026.

In the circumstances, this Court does not express any opinion on the validity of the registered Gift Deed, Sale Deed and Decree of Civil Court.

With these observations, the writ petition is disposed of in terms of Settlement dated 16.11.2026. Interim order, for not to release the award, is vacated and merged with the Compromise Deed.

Misc cases also stand disposed of.

JUDGE

Priyojit

RAJKUMAR PRIYOJIT SINGH

Digitally signed by RAJKUMAR PRIYOJIT SINGH
Date: 2026.11.20 14:31:09 +05'30'