

GAHC020003432025



**THE GAUHATI HIGH COURT  
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL  
PRADESH)  
KOHIMA BENCH**

**Case No. : WP(C)/110/2025**

THE VILLAGE GUARD ASSOCIATION OF NAGALAND  
REPRESENTED BY ITS VICE PRESIDENT, SHRI TONGKAMMAND ITS  
EXECUTIVE CHAIRMAN SHRI M. LASETSU

VERSUS

STATE OF NAGALAND AND 5 ORS  
REPRESENTED BY THE CHIEF SECRETARY, GOVT. OF NAGALAND 2:THE  
UNION OF INDIA  
REPRESENTED BY THE STATE SECRETARY (NORTH EAST DIVISION) TO THE  
GOVT. OF INDIA  
MINISTRY OF HOME AFFAIRS  
NORTH BLOCK NEW DELHI-110001

3:THE ADDITIONAL CHIEF SECRETARY AND FINANCE COMMISSIONER  
GOVT. OF NAGALAND  
CHAIRMAN EXPERT COMMITTEE TO EXAMINE AND DETERMINE THE  
PAYMENT/ENTITLEMENT OF VILLAGE GUARDS IN NAGALAND KOHIMA

4:THE COMMISSIONER AND SECRETARY  
P AND AR DEPT. NAGALAND KOHIMA

5:THE HOME COMMISSIONER  
NAGALAND KOHIMA

6:THE COMMISSIONER OF NAGALAND AND COMMANDANT  
GENERAL  
VILLAGE GUARDS  
NAGALAND KOHIM

For the Petitioner(s) : Mr. Taka Masa, Sr. Advocate  
: Ms. Tiakumla, Advocate

For the Respondent(s) : Mr. Yanger Wati, CGC  
: Mr. Imti Imsong, Addl. AG, Nagaland

**BEFORE  
HON'BLE MR. JUSTICE DEVASHIS BARUAH**

**ORDER**

**Date : 02.06.2026**

Heard Mr. Taka Masa, the learned Senior counsel assisted by Ms. Tiakumla, the learned counsel appearing on behalf of the Petitioner and Mr. Imti Imsong, the learned Additional Advocate General appearing on behalf of the Respondent Nos. 1, 3, 4, 5 and 6. I have also heard Mr. Yanger Wati the learned CGC appearing on behalf of the Respondent No.2.

2. The present writ petition has been filed by the Village Guard Association of Nagaland which is a registered association. The said association represents all the village guard personnels which is about 9579 serving under the Government of Nagaland as on the date of filing of the writ petition.

3. The Petitioner association has challenged the report of the re-constituted Expert Committee dated 04.07.2023 and further has sought for direction for payment of the minimum wages in respect to skilled

category to the members of the Petitioner association w.e.f. 14.06.2019. In addition to that, the Petitioner has also sought for a direction upon the Respondent Authorities for regular scale of pay in terms with the notification dated 05.03.2025 and the Office Memorandum dated 05.03.2025.

4. The primary challenge in the instant writ petition is the Expert Committee's report dated 04.07.2023 whereby the committee so constituted were of the opinion that the members of the Petitioner association would not be entitled to the equal pay for equal work vis-à-vis the Home Guards employed by the State of Nagaland.

5. Mr. Taka Masa, the learned Senior counsel submitted that the basis which were taken into consideration by the Expert Committee so constituted in the report dated 04.07.2023 are fallacious inasmuch as various important aspects were not taken into consideration.

6. The learned Senior counsel submitted that the Expert Committee in the case of recruitment observed that while Home Guards are recruited, the members of the Petitioner association volunteers which on the face of it is incorrect taking into consideration the

Office Memorandum dated 10.01.2013 which categorically mandates as to how the recruitment would be carried out and what is the minimum required service to earn benefits. The learned Senior counsel submitted that when the person can be dismissed or discharged as would be seen in Clause 5 of the Office Memorandum dated 10.01.2013, it implies that there is a recruitment inasmuch as without a recruitment, there cannot be a discharge or a dismissal. In addition to that, the learned Senior counsel submitted that various irrelevant considerations were taken while making the impugned Report dated 04.07.2023. The learned Senior counsel submitted that when an irrelevant consideration is being taken, the report on the face of it becomes unreasonable as it would not satisfy the requirement of the principle of Wednesbury reasonableness.

7. Be that as it may, it is the submission of the learned Senior counsel that there has been certain subsequent events post the report which would be apparent from the affidavit-in-opposition filed by the Respondent No.2. The learned Senior counsel has referred to the various paragraphs of the affidavit-in-

opposition filed by the Respondent No.2 wherein it is categorically mentioned that the Ministry of Home Affairs under the Scheme of Security Related Expenditure reimburses 90% of the expenditure borne by the North Eastern State Government for deployment of village guards, for security duties. It is also mentioned that the Government of India have also pursuant to the Tripartite Memorandum of Agreement dated 05.02.2026 with the Government of Nagaland and Eastern Nagaland Peoples' Association incorporated a Clause being Clause 7.2 in the Memorandum of Agreement wherein the Frontier Nagaland Territorial Authority would be modernized and upgraded and the village guards through restructuring, recruitment, training, weaponry etc. in consultation with and financial assistance of Ministry of home affairs.

8. The learned Senior counsel also submitted that upon signing of the Memorandum of Agreement, steps would be taken in terms with Clause 7.2 for upgradation of the village guards of the Nagaland as have been stated in a time bound manner. He therefore submitted that in view of the recent development which took place as would be seen from

the affidavit-in-opposition filed by the Respondent No.2, the aspects which were the basis on which the impugned Report of the Expert Committee dated 04.07.2023 were made, no longer survives.

9. This Court has also heard the learned counsels for the State Respondents as well as the Central Government.

10. From a perusal of the affidavit-in-opposition so filed by the Respondent No.2, it is seen that there are certain developments have taken place on the basis of the Memorandum of Agreement dated 05.02.2026. In this regard, this Court finds it relevant to reproduce paragraph Nos. 2, 3, 4 and 5 of the affidavit-in-opposition filed by the Respondent No.2.

“2. *With regard to the present petition of the Village Guard Association of Nagaland, it is respectfully submitted that a Tripartite Memorandum of Agreement (MoA) between Government of India, Government of Nagaland and Eastern Nagaland Peoples' Organisation (ENPO) was signed on 05.02.2026, which inter-alia includes in clause 7.2 of the MoA that Frontier Nagaland Territorial Authority (FNTA) will modernise and upgrade the Village Guards through restructuring, recruitment, training, weaponry etc. in consultation with and financial assistance from the Government of India (MHA).*

3. *Upon signing of aforesaid MoA, the all signatories of the MoA i.e. Government of India, Government of Nagaland, FNTA and ENPO are committed to implement the all clauses of above MoA, including clause no. 7.2 related to Village Guards of Nagaland, in a time bound manner.*
4. *The aforesaid MoA also prescribes in clause 12 for constitution of a Joint Monitoring Committee with representatives of Ministry of Home Affairs, Government of Nagaland, FNTA and ENPO to periodically review implementation of the provisions of the MoA.*
5. *It is respectfully submitted that the Government of India and Government of Nagaland have initiated preliminarily action towards implementation of the above MoA. This MoA envisages for creation of a self governing territorial authority, namely, FNTA, which will be responsible for modernisation and upgradation of the Village Guards through restructuring, recruitment, training, weaponry etc. in consultation with and financial assistance from the Government of India (MHA)."*

11. From the said affidavit-in-opposition, it is therefore seen that the Ministry of Home Affairs/Government of India would be taking active steps with consultation with the State Government for the purpose of modernizing or upgrading the village guards through restructuring, recruitment, training, weaponry etc. In addition to that, there would be further financial assistance to be made by the

Ministry of Home Affairs. Further to that, it is also mentioned at Paragraph No.3 as quoted above that the Memorandum of Agreement including Clause 7.2 would be implemented in a time bound manner.

12. Considering the above, this Court defers the adjudication of the instant writ petition for a period of 2 (two) months so that an update can be placed as regards the steps taken for the implementation of Clause 7.2 of the Memorandum of Agreement dated 05.02.2026.

13. Before parting with the records, this Court finds it very pertinent to observe that it is the mandate of law that the minimum wages has to be paid. However, it is disheartening to note that the Village Guards as on date are not being paid at least the minimum wages. This Court expects that the Government of India as well as the State Government shall consider the same while implementing Clause 7.2 of the Memorandum of Agreement dated 05.02.2026.

14. List this matter again on 17.08.2026 for an update.

15. An affidavit be filed by a Competent Authority of the State Respondents with up to date status on or before the next date.

Sd/-

**JUDGE**

**Comparing Assistant**