

GAHC030001232019



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

Case No. : Cont.Cas(C)/7/2019

Vanlalsiama
Sakawrdai, Aizawl

VERSUS

Lalnunmawia Chuaungo and 5 Ors.
Aizawl2:Lalrinliana Fanai Home Secretary
Govt. of Mizoram Aizawl

3:Smt. Renu Sharma
Chief Secretary to the Govt. of Mioram

4:Sh. Vanlalngaihsaka
Secretary to the Govt. of Mizoram
Home Department

5:Sh. H. Lalengmawia
I.A.S.
Secretary to the Govt. of Mizoram
Home Departmen

Advocate for the Petitioner : Mr Nei Chunga Darlong

Advocate for the Respondent : Mr C Zoramchhana for R1

**BEFORE
HONORABLE MRS. JUSTICE SHAMIMA JAHAN
JUDGMENT / ORDER**

Date : **20.07.2026**

Heard Mr. Nei Chunga Darlong, learned Counsel for the petitioner and Ms. Mary L. Khiangte, learned Counsel for all the respondents.

2. This is a contempt application filed under Section 11 and 12 of the contempt of Courts Act, 1971 R/W Article 215 of the Constitution of India. The petitioner has claimed that there is willful disobedience of the order dated 04.09.2017 passed by this Court, by the respondents. By the order dated 04.09.2017, this Court had disposed of the writ petition being WP(C) No. 80/2016 on the basis of the memorandum of settlement entered into between the Government of Mizoram and Hmar People's Convention (HPC) on 27.07.1994. In the said settlement, agreements were reached between the parties and contents of the same were inserted for the compliance thereof by the State Respondents and they are paragraph numbers 5.1 to 5.4. Clause/paragraph 5.1 of the said settlement provided that in order to satisfy the desires and aspirations of Hmar Community in Mizoram, the State Government should initiate the measures for use of Hmar language as a medium of instruction up to primary level and recognition of Hmar language as one of the major language of the State of Mizoram. As far as other agreements are concerned, the same have been complied with by the Respondents. It be also stated that the second part of Clause 5.1 was also put into practice by the Respondents.

3. Out of the other agreements mentioned above, one agreement was entered into between the State and the Hmar People's Convention (HPC) included in Clause 5.3 that a new civil sub-division will be opened at Sakawrdai

and the sub-divisional offices of different departments will also be established at convenient location in the area. It was also agreed by the same clause that the primary health center at Sakawrdai will also be upgraded into 30 bedded community health center. Aggrieved by non-implementation of Clauses 5.1 and 5.3 of the said settlement, the petitioners filed the aforesaid Writ Petition and the Learned Court, on the basis of the said agreements, disposed of, the aforesaid writ petition on 04.09.2017 with the direction that the State Respondents should comply with Clause 5.1 and Clause 5.3 of the memorandum of settlement. It was also directed that the State Respondents should comply with the said agreements within a period of one year from the date of receipt of the certified copy.

4. It is stated by the petitioner that the said order dated 04.09.2017 was not followed and a contempt application was filed being Contempt Case No. 20/2018. This Court by order dated 09.10.2018 passed in the aforesaid contempt application had directed the petitioner on the basis of the submissions made by the Counsels for the petitioner, to submit a representation before the State Respondents for compliance of the order dated 04.09.2017 passed in WP(C) No. 80/2016.

5. The learned Counsel for the petitioner submits that in compliance of the said order dated 09.10.2018, the representation was submitted by the petitioner before the authorities concerned, but the same was not disposed of by the authorities in the Government and in pursuance thereof, the present contempt case being Contempt Case No. 07/2019 is filed. The learned Counsel for the petitioner submits that as far as the other agreements are concerned, which were provided in Clause 5.3 of the memorandum of settlement as well as in the order of this Court, the civil sub-division was created at Sakawrdai and sub-

divisional office of different departments were also established at convenient locations and as such, he submits that the said directions were complied with. He also submits that other directions as per the agreement entered into between the parties that health center at Sakawrdai should be upgraded into 30 bedded community health center, the same was also complied by the authorities concerned. The learned Counsel also submits that a notification was also issued in pursuance to the second part of the Clause 5.1 to the effect that Hmar language was recognized as one of the major languages of the State of Mizoram. The only grievance that the petitioner has raised in the present proceeding is that the Hmar language has not been used as a medium of instruction up to primary level in the State of Mizoram. The learned Counsel vehemently argues that till date, the said language has not been provided as the medium of instruction up to said primary level in the entire State of Mizoram.

6. Ms. Mary L. Khiangte, learned Counsel for the respondents, however, submits that the requirement under the memorandum of settlement as well as the Courts order is that the State Government should initiate measures for use of Hmar language as a medium of instruction up to primary level. She submits that in the said clause, it is not provided/stated that the Hmar language should be used as a medium of instruction up to primary level in the State of Mizoram. She submits that the State of Mizoram is only referred in the second part of Clause 5.1 which says that Hmar language should be recognized as one of the major language of the State of Mizoram and she reiterates that the first part of Clause 5.1 does not say that medium of instruction should also be in Hmar language, in all the educational institutions in the entire State of Mizoram. She also states that the initiative measures which were directed to be taken as per

Clause 5.1 were in fact undertaken by the respondents, by holding various meetings to that effect, taking decisions in the same and also by adopting implementing measures. She has placed the affidavit filed by Respondent no. 3 and 5 on 29.07.2025 in the present proceeding.

7. At the outset, she has placed that a new memorandum of settlement was entered into between Government of Mizoram and Hmar People's Convention (Democratic) on 02.04.2018 wherein it was agreed between the parties that the said settlement was reached and the earlier settlement dated 27.07.1994 stood superseded. The same was provided at Clause 7.2 of the said settlement. She, however stated that for compliance of the directions given by this Court by Order dated 04.09.2017, a meeting was held under the Chairmanship of the Hon'ble Minister of the School Education Department with the Officers of the said School Education Department on 16.10.2017 at about 01:00 pm, and in the said meeting, implementation of Clause 5.1 was dealt with and it was decided that the Director of School Education Department will conduct a survey to ascertain the feasibility for implementation of Clause 5.1 as per the Courts order dated 04.09.2017. It was further resolved that after the conclusion of the survey, another meeting should be held with the concerned DEO's and SDEO's and the proceedings of the said meeting was directed to be submitted to the Government for further consideration. In pursuant to the same and in pursuant to the survey done, another meeting was held on 30.09.2020, wherein the implementation of Clause 5.1 was again discussed and it was resolved that a joint meeting to discuss the implementation of the same to be held with the representatives of Sinlung Hills Council and accordingly a meeting was fixed to be held on 07.10.2020. In pursuance to the said resolution, a meeting notice was issued on 01.10.2020, wherein the committee was formed with the

members mentioned therein which included representative of Sinlung Hill's Council, for the meeting to be held on 07.10.2020 in the Office of the Minister of School Education Department.

8. The Learned Counsel further submitted that in compliance with the same, a meeting was held in the chamber of the Minister of School Education on 07.10.2020 and in the said meeting, the representatives from Sinlung Hills Council were present and an agenda was formulated about use of Hmar language as a medium of instruction up to primary level within Sinlung Hills Council Area. The said subject was broadly discussed and it was resolved that the representatives of the Sinlung Hill's Council, will have a consultation with Hmar Community to have a concrete decision and after the said consultation, a meeting was scheduled to be held on 22.10.2020. She thereafter stated that in compliance of the same, a meeting was held on 22.10.2020 and in the said meeting, request was made to the officials from Sinlung Hills Council to report the outcome of the consultation held between the Council and the Hmar Community and in reply to the same, the Sinlung Hill's Council submitted its report. It was stated in the report that the Government of Mizoram may issue notification for implementation of Para No. 5.1 of the memorandum of settlement entered in the year 1994 and to conduct a joint meeting with the petitioners in the original writ petition being WP(C) No.80/2016. It was also stated in the report that the said petitioners may have consultation with Hmar community regarding the implementation of Hmar language as medium of instruction. It further stated that the representatives of the Hmar community were present in the consultation and the said representatives of the Hmar community further suggested that Hmar language be introduced as major Indian language and taught as one subject from primary level to high school

level. On placing the said report, the meeting was concluded and it was resolved that a notification should be issued by the Government regarding Para No. 5.1 of the memorandum of settlement 1994 as per direction of the Hon'ble Gauhati High Court and that necessary follow up action to be taken in consultation with Sinlung Hill's District Council. It was further resolved that as far as the suggestion of the Hmar community that Hmar language has to be used as major Indian language up to High School Level is concerned, the same was left to be considered by other departments with the further stipulation that the said meeting was only in connection with the order passed by this Court.

9. The learned Counsel for the respondents further submitted that in pursuant thereof, a notification was issued on 29.10.2020 by the Government of Mizoram, notifying that Hmar language was to be used as medium of instruction up to primary school within areas of Sinlung Hill's District. She further submits that on 11.03.2021, a subsequent meeting was held for implementation of the High Court's order wherein the officials of both Sinlung Hill's Council and the School Education Department were present and after a lengthy discussion, it was resolved that action be taken for preparation of textbooks for Class I to IV in Hmar language. She, however, submits that the textbooks were in fact prepared but the Hmar community expressed preference not to use these textbooks and as such the said textbooks were not distributed for use.

10. She therefore submits that there was no willful or deliberate violation of the Court's order dated 04.09.2017. She submits that enough steps were taken for compliance of the first part of Clause 5.1 of the memorandum of settlement as well as the High Courts order and the text book were also printed but the same were rejected by the Hmar community. To substantiate her argument, she

has placed reliance on the Judgment delivered in ***C. Elumalai & Ors. Vs. A.G.L. Irudayaraj & Anr.***, reported in ***(2009) 4 SCC 213*** wherein the Apex Court by relying on an earlier decision in ***Anil Ratan Sarkar Vs. Hirak Ghosh*** held that if an order by Competent Court is clear and unambiguous, not capable of more than one interpretation, disobedience or breach of such order would amount to contempt of Court and the said Court's order should not be amenable to any other interpretation. She submits by relying on the said judgment that Paragraph 5.1 of the settlement does not provide that Hmar language should be used as medium of instruction up to primary level in the whole State of Mizoram. She reiterates that the direction of this Hon'ble Court was only for compliance of Clause 5.1 and Clause 5.3 of the settlement and she further submits that all other agreements between the parties have been complied with and in respect of first part of Clause 5.1, the same which requires steps to be taken for use of Hmar language as medium of instruction at primary level, the same has been done as was stated above.

11. I have heard the Counsels and have gone through the relevant documents of the instant case. It is seen that the Government of Mizoram and the Hmar People's Convention (HPC) had entered into a settlement on 27.07.1994 and it was decided on the following aspects:

“5.1. With a view to satisfying the desires and aspirations of Hmar community in Mizoram, the State Government will initiate measures for use of Hmar language as a medium of instruction upto Primary level and recognition of the Hmar language as one of the major language of the State of Mizoram.

5.2. The Government of Mizoram will take steps for the promotion and preservation of Hmar culture and assistance may be provided as permissible under the rules by the Department of Art and Culture.

5.3. A new Civil Sub-Division will be opened at Sakawrdai and the Sub-Divisional Offices of difference departments will also be established at convenient location in the area. The Primary Health Center at Sakawrdai will also be upgraded into 30-bedded Community Health Center.

5.4. For the social, economic, cultural and educational development of the people in the north and north-eastern parts of Mizoram comprising an area to be specified and agreed upon by Government of Mizoram and HPC. Sinlung Hills Development Council will, by notification in the Official Gazette, be constituted by the Government of Mizoram and separate fund will be earmarked for area of the Council."

12. The writ petitioners had filed a writ petition being WP(C) No. 80/2016 with the prayer that the exercise under Clause No. 5.1 and Clause 5.3 were not done and as such, the said writ petition was disposed of with a direction that the Government should comply with the Clause 5.1 and Clause 5.3 of the said memorandum of settlement by Order dated 04.09.2017. It is also noticed that for alleged non-compliance of the Hon'ble High Court's Order i.e. for non-implementation of Clause 5.1 and Clause 5.3 of the said settlement, the petitioners filed the contempt application being Contempt Case No. 20/2018 and the High Court had disposed of the contempt petition by giving liberty to the petitioner to file a representation to which the petitioners submitted that the representations were filed but the same were not considered and a subsequent application was filed before this Court i.e. the instant one.

13. The direction given in the order dated 04.09.2017 which was strictly on the basis of the memorandum of settlement provided that the State Government should initiate measures for the use of Hmar language as a medium of instruction up to primary level and also for recognition of Hmar language as one of the major languages of the State of Mizoram. The directions were also given for opening and establishment of Civil- Sub Division at

Sakawrdai and Sub-Divisional Offices of different departments in the area and the health center of Sakawrdai was also directed to be upgraded to 30 bedded community health center. It is seen that all other directions are fulfilled barring the first part of Clause 5.1 which provided that the Hmar language be used as medium of instruction upto primary level, as mentioned above. It is also noticed that pursuant to the said order, various meetings were conducted by the State respondents and in one of the meetings held on 30.09.2020, it was resolved as stated above that a joint meeting was to be conducted with representatives of Sinlung Hill's Council. There is nothing on record to show that there was any objection with regard to the meeting held with the representatives of Sinlung Hills Council only and not with any other representatives of the State of Mizoram. It is an admitted position that although there are people from the Hmar Community spread in the entire State of Mizoram but most of the Hmar Community people are concentrated in the Sinlung area. The same can also be discerned from Para/Clause 5.4 of the settlement mentioned above.

14. In accordance with the said resolution that Joint Meeting is to be conducted with representatives of Sinlung Hill's Council, the officials of the committee was formed with the representatives of Sinlung Hills Development Council. In the subsequent meeting of the said respondents with representatives of Sinlung Hills Council, it was decided that the said representatives will have the consultation with the Hmar community and a decision was directed to be conveyed in the next meeting. Thereafter in the next meeting, the representatives of the Sinlung Hills Council submitted its report after consultation with the Hmar community and in the said report, it was not stated that Hmar language should be used as the medium of instruction in the whole of State of Mizoram, rather a report was submitted, wherein Government of

Mizoram was given liberty to issue notification for implementation of Clause 5.1 of memorandum of settlement and to have a joint meeting with the petitioners of original petition being WP(C) No. 80/2016 and to permit the said petitioners to have consultation with Hmar community regarding implementation of Hmar language as a medium of instruction. Further suggestion was made by Hmar Community that Hmar Language should be used as Major Indian Language from Primary Level to High School, in the said report.

15. Further, it is seen in pursuant to the same, a decision was taken and a notification was issued that Hmar language will be used as medium of instruction up to primary level within the Sinlung Hills Council area. The notification was dated 29.10.2020 and the said notification was never put to challenge on the ground that Hmar Language is directed to be used as medium of instruction upto primary level in Sinlung Hill's Council area. In pursuance thereof, textbooks were also prepared but for reasons unknown, the said textbooks were not accepted by the Hmar community.

16. It is no longer *res integra* that contempt lies only on willful and deliberate disregard or violation of the Court's order. In the considered opinion of this Court, there appears no willful or deliberate violation of the Courts order dated 04.09.2017. In fact in pursuance to the said Courts order, the respondent authorities had taken various steps for compliance of the same as was ordered and had also issued notification to that effect but there still appears disputes amongst the parties. However, contempt as such will not lie. Moreover, the High Court's order was in pursuance to the settlement reached between the Government of Mizoram and Hmar People's Convention. It is seen in the said settlement that representatives from both sides were there and it was resolved that the aforesaid agreements be followed. It is also seen that the

memorandum of settlement has been superseded by another memorandum of settlement entered into between the Government of Mizoram and Hmar People's Convention, however, with a different nomenclature i.e. in 1994, it was between the Government of Mizoram and Hmar People's Convention (HPC) and the subsequent memorandum of settlement was between Government of Mizoram and Hmar People's Convention (Democratic). However, the fact remains that the settlements were for the benefit of the Hmar community. It will not be out of context to mention herein that the representatives of the Hmar Community can again have discussion with the Government of Mizoram for other benefits which they consider appropriate. However in the present facts, contempt as such does not lie.

17. The Hon'ble Supreme Court in its Judgment rendered in ***Naiz Mohammad and Ors. State of Haryana and Ors.***, reported in **(1994) 6 SCC 332** had held as follows:

“9. Section 2(b) of the Contempt of Court Act, 1971 (hereinafter referred to as “the Act”) defines “Civil Contempt to mean “willful disobedience to any judgment, decree, direction, order, writ, or other process of a court....” Where the contempt consists in failure to comply with or carry out an order of the court made in favour of the party, it is a civil contempt. The person or persons in whose favour such order or direction has been made can move the Court for initiating proceeding for contempt against the alleged contemner, with a view to enforce the right flowing from the order or direction in question. But such a proceeding is not like an execution proceeding under CPC. The party in whose favour an order has been passed, is entitled to the benefit of such order. The Court while considering the issue as to whether the alleged contemner should be punished for not having complied and carried out the direction of the Court, has to take into consideration all facts and circumstances of a particular case. That is why the framers of the Act while defining civil contempt, have said that it must be willful disobedience to any judgment, decree, direction, order, writ or other process of

a court. Before a contemner is punished for non compliance of the direction of a court the Court must not only be satisfied about the disobedience of any judgment, decree, direction or writ but should also be satisfied that such disobedience was willful and intentional. The Civil Court while executing a decree against the judgment debtor is not concerned and bothered whether the disobedience to any judgment, or decree, was willful. Once a decree has been passed it is the duty of the court to execute the decree whatever may be consequences thereof. But while examining the grievance of the person who has invoked the jurisdiction of the Court to initiate the proceeding for contempt for disobedience of its order, before any such contemner is held guilty and punished, the Court has to record a finding that such disobedience was willful and intentional. If from the circumstances of a particular case, brought to the notice of the court, the Court is satisfied that although there has been a disobedience but such disobedience is the result of some compelling circumstances which it was not possible for the contemner to comply with the order, the Court may not punish the alleged contemner.”

18. In view of the aforesaid facts and circumstances of the case, there is no willful violation of the Judgment and Order dated 04.09.2017 or any disregard to the same and accordingly the contempt application is closed and is disposed of.

19. No order as to costs.

JUDGE

Comparing Assistant