



GAHC030007942024



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

Case No. : RFA/50/2024

Sh. H. Lalnunzira
S/o Lalsiama (L), R/o Venglai, Kawnpui, Kolasib District, Mizoram

VERSUS

Smt. Vanlalthlengliani and 2 Ors.
W/o Lalfakzuala (L), R/o Venglai, Kawnpui, Kolasib District, Mizoram 2:Sh. Jesse
Lalnghaihawma

3:Sh. Lalnunmawi

Advocate for the Petitioner : Mr. Zodinpuia Hnamte

Advocate for the Respondent : Mr B Lalramenga

BEFORE
HONOURABLE MR. JUSTICE NELSON SAILO
ORDER

17.03.2026

Heard Mr. Zodinpuia Hnamte, learned counsel for the appellant and Mr. Lawmawma Ralte, learned counsel for all the respondents.

2. At the outset, the learned counsels for the rival parties have come to an amicable settlement by signing an Agreement on 07.02.2026 in front of two (2)



reliable witnesses. They submit that the sum and substance of the Agreement is that the parties have agreed to divide the suit property amongst themselves in the manner indicated in the Agreement. In support of their submissions, the learned counsels have produced a copy of the original Agreement in Mizo vernacular along with a translated copy of the same. The translated copy of the Agreement is being abstracted hereunder:-

“AGREEMENT

We, Mr. H. Lalnunzira, S/o Lalsiama (L) R/o Hunthar Veng, Aizawl, Mizoram (FIRST PARTY), and Mr. Jesse Lalngaihawma, S/o Lalfakzuala (L) R/o Kawnpui, Kolasib, Mizoram, and Mr. Lalnunmawia, S/o Lalfakzuala (L) R/O Kawnpui, Kolasib, Mizoram (SECOND PARTIES), have entered into the following agreement in respect of A-LSC No. KLB/GAD/KPI-1 of 2002 located at Kawnpui, Kolasib District, Mizoram, as stated below:

1. The above-mentioned A-LSC No. KLB/GAD/KPI-1 of 2002, located at Kawnpui in Kolasib District, Mizoram, is entitled to receive compensation from the Government (for the construction of a four-lane road), this LSC stands in the name of the First Party's father, Mr. Lalsiama (L) through Heirship Application No. 132 of 2021, by Order dated 25.10.2024, the First Party has inherited this LSC.

2. At the time of receiving compensation from the said LSC, the amount payable based on the land value, including the solatium and interest attached to the land value, shall be equally shared (50/50) between the FIRST PARTY and the SECOND PARTIES as mutually agreed between them.

3. With regard to the compensation receivable from the said LSC, any amount other



than the payment based on land value, including compensation arising from various assets belonging to the First Party within the area covered by the said LSC, along with the solatium and interest arising therefrom, shall be entirely received by the FIRST PARTY as mutually agreed.

4. In addition to the land covered by the said LSC, the parties also managed a land which is being used as a quarry. After the Government completes the acquisition and payment of compensation for the land under A-LSC No. KLB/GAD/KPI-1 of 2002, the said LSC and the other lands shall be measured together and treated as a single parcel of land. The total land so combined shall be divided equally (50/50) between the parties. The FIRST PARTY shall receive the portion of land located towards Bualpui village, while the SECOND PARTIES shall receive the portion of land located towards Kawnpui village, as mutually agreed between the parties.

5. In view of this agreement, it has been agreed that the case presently pending before the Gauhati High Court, Aizawl Bench, namely RFA No. 50/2024, concerning the said LSC, shall be withdrawn. Further, as per the said agreement, in respect of the share of land to be received by the SECOND PARTIES, as already determined in Heirship Application No. 132/2021, Order dated 25.10.2024, Mr. Lalnunmawia S/o Lalfakzuala (L), shall also have the ownership rights.

6. At the time of making this agreement, Mr. Lalnunmawia, S/o Lalfakzuala (L), is in Noida due to his work. Therefore, in relation to this agreement and for any further matters that may arise in the future, Mr. Jesse Lalngaihawma shall take responsibility and act on behalf of Mr. Lalnunmawia.



7. *This agreement has been made after careful and thoughtful consideration by the FIRST PARTY and the SECOND PARTIES, and no one shall be able to alter or change it. Even if it becomes necessary to revise this agreement, the FIRST PARTY and the SECOND PARTIES shall cancel this agreement and enter into a new agreement.*

The above agreement has been made voluntarily by the FIRST PARTY and the SECOND PARTIES of their own free will, we have affixed our signatures to this Agreement today, the 7th day of February, 2026 (Saturday). Mr. Jesse Lalngaihawma has also signed on behalf of Mr. Lalnunmawia.

-sd-

(H. LALNUNZIRA)
FIRST PARTY

-sd-

(JESSE LALNGAIHAWMA)
& representing LALNUNMAWIA
SECOND PARTY

WITNESSESS:

-sd-

1. (LALROKIMA)
TLANGNUAM VENGTHAR

-sd-

2. (LALHNEKIMA)
CHANMARI WEST"

3. The learned counsels for the parties thus submit that the instant appeal may be disposed of in terms of the Agreement reached by the parties.

4. Upon considering the submissions made and on perusal of the Agreement said to have been signed by the parties, the appeal is disposed of in terms of the Agreement dated 07.02.2026.



5. The Agreement produced by the learned counsels for the rival parties is retained in the record and marked as 'X' for identification.

JUDGE

Comparing Assistant