

Khundrakpam Noren Singh ... Petitioner

Khundrakpam Pulinkant Singh ... Respondent

18.7.2026

[2] This Court referred the matter to High Court Mediation Centre for mediation for settlement of dispute between the brothers on ancestral property. In the mediation proceeding dated 17.6.2026 parties have arrived at a settlement and decided to close the matter in terms of the settlement proceedings. The mediation proceedings dated 17.6.2026 is reproduced hereunder:

" SETTLEMENT AGREEMENT

This Settlement Agreement is entered into BETWEEN

L) Khundrakpam Noren Singh, aged about 84 years, S/o (L) Kh. Nilakanta Singh of Keishamthong Top Leirak, P.O &P.S Imphal, Imphal West District, Manipur, who had expired on 07-11-2025. and now represented by his legal representatives/heirs (As per Hon'ble High Court's Order dated passed in MC(RSA) No.6 of 2026), namely:

(1) Khundrakpam Deepukumar Singh, aged about 60 years S/o (L) Khundrakpam Noren Singh of

Keishamthong Top Leirak, PO.&PS.Imphal, Imphal West District, Manipur,

(2) Khundrakpam Sushilkumar Singh, aged about 57 years S/o (L) Khundrakpam Noren Singh of Keishamthong Top Leirak, PO &PS Imphal, Imphal West District, Manipur,

(3) Khundrakpam Akendro Singh, aged about 42 years S/o (L) Khundrakpam Noren Singh of Keishamthong Top Leirak, PO &PS Imphal, Imphal West District, Manipur,

(4) Ornal Khundrakpam, aged about 27 years C/o Kh. Aroonkumar Singh of Keishamthong Top Leirak, PO &P.S.Imphal, Imphal West District, Manipur,

(5) Sunita Khundrakpam, aged about 54 years W/o Nahakpam Aldrin Singh, Thangmeiband Yumnam Leikai, PO &PS Imphal, Imphal West District, Manipur,

(6) Banita Khundrakpam, aged about 49 years W/o Huirem Hemochandra Singh of Kongba Nandeibam Leikai, PO & PS Porompat, Imphal East District, Manipur

(Hereinafter called as "THE FIRST PARTY"), on the ONE PART

Khundrakpam Pulinkant Singh, aged about 92 years, S/o (L) Kh. Nilakanta Sagh of Keishamthong Top Leirak, PO & PS Imphal. Imphal West District, Manipur present Bishnupur Awang Ward No. 4. PO&PS Bishnupur, District Bishnupur, stanipur (Hereinafter called as "THE SECOND PARTY"), on the OTHER PART.

WHEREAS,

Shri Khundrakpam Noren Singh, aged about 84 years, S/o (L) Kh. Nilakanta Singh of Keishamthong Top Leirak, P.O.& P.S. Imphal, Imphal West District, Manipur, filed Regular Second Appeal no. 7 of 2024 against the Second Party before the Hon'ble High Court of Manipur

2 During the pendency of the said RSA No 7 of 2024, the appellant Shri Khundrakpam Noren Singh had expired on 07-11 2025, Thereafter, on 21-01-2026 the legal representatives/heirs (aforesaid First Party) of late appellant filed an application, MC(RSA) No.6 of 2026

before the Hon'ble High Court of Manipur for allowing bringing on record of the RSA No 7 of 2024 the legal representatives/heirs of the deceased appellant. The Hon'ble Court allowed the MC(RSA) No.6 of 2026 on 27.02.2026.

3. The said Regular Second Appeal No. 7 of 2024 along with MC(RSA) No. 32 of 2025⁴ which was filed by the First Party were referred to the High Court of Manipur Mediation Centre vide an order dated 27.04.2026 passed by Hon'ble Mr. Justice A. Guneshwar Sharma

4. The High Court Legal Services Committee, High Court of Manipur appointed Shri Aribam Gautam Sharma, Advocate as Mediator for conducting mediation in connection with Regular Second Appeal No. 7 of 2024 along with MC(RSA) No. 32 of 2025 on 05-05-2026

5. Three mediation sessions were held with the parties and their respective counsels on 08-05-2026, 25-05-2026, 06-06-2026 and 17-06-2026. The Parties, with the assistance of the Mediator, and proactive participation of the Counsels for the Parties, have voluntarily arrived at an amicable solution.

6. The Parties hereto confirm and declare that they have arrived at this Settlement Agreement voluntarily, and of their own free will

7. The following settlement has been arrived at between the Parties hereto

(a) It has been agreed between the Parties that the Suit land, that is, the homestead land under Patta No. 543(Old)/155(New) covered by C. S. Dag No. 1307 having an area of 0.10 acre of Village No.42-Keishamthong, Imphal West Tahsil, is to be divided into two equal portions, and the First Party would get the western half portion of the said homestead land and the Second Party would get the eastern half portion of the homestead land. And in dividing the said homestead land into two equal portions, the part/area of the homestead land which had been already acquired by the State would be deducted from the total area of the homestead land. Further, it has been agreed between the Parties that the amount of compensation paid by the State to the First

Party for acquiring the building built on that acquired area shall not be claimed by the Second Party

(b) It has been agreed and undertaken by the Parties that the First Party shall keep aside for the ingress and egress of the Second Party and his family, and also as a common path, (a part of the western half portion), as a common approach way/footpath which is to be on the northern side of the building of the First Party having a length of 51 feet approx.. (running from West to East from the western gate of the First Party ending exactly at the verandah of the house of the Second Party. These 51.5 feet (approx.) common approach way/footpath has varying width/breadth as given below:

i. From the western gate 0(zero) ft. till 31.5 ft. (approx.), the width/breadth of the path is 4.5 ft (from North to South).

ii. From 31.5 to 35.5 ft (approx) (West to East), the width/breadth of the path is 3.6 ft (North to South),

iii. From 35.5 to 51.5 ft. (approx) (West to East), the width/breadth of the path is 4.5 ft (North to South)

It has been further agreed between the Parties that in case the said building is dismantled/demolished in the future, the width/breadth of the approach way/footpath is to be kept as 4.5 ft. uniformly by the First Party.

(c) It has also been agreed between the Parties that the First Party shall remove that portion of the toilet (at the ground floor) of the First Party which block the above mentioned footpath, within 6(S) months from the date of passing final orders by Hon'ble High Court in terms of the present Settlement Agreement.

(d) It has been agreed between the Parties to partition the said homestead land and mutate in their respective names after the closing of the RSA No. 7 of 2024, on the basis of the settlement agreement.

(e) Both the Parties shall pray to the Hon'ble Court for giving a direction to the Deputy Commissioner, Imphal West, Govt. of Manipur, or any other appropriate

authority to partition of the homestead land by metes and bounds in accordance with law.

(f) Both the Parties shall pray to the Hon'ble High Court of Manipur that the present Regular Second Appeal No. 7 of 2024 with MC(RSA) No. 32 of 20254 may be disposed of in terms of the present Settlement Agreement

8. By giving consent to this Settlement Agreement, the Parties hereto state that they shall have no further claims or demands against each other and all the disputes and claims have been amicably settled by the Parties hereto through the process of Mediation.

9. That the Parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. The Parties further agree and undertake that they shall not resile from the present Settlement Agreement.

10 Both the Parties have agreed that they are entering into the present Settlement Agreement voluntarily, out of their own free will and volition. The Parties further state that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsels, in the presence of each other

11. In affirmation of the above-mentioned terms of the settlement agreement, the First Party and Second Party hereunder give their respective signatures willingly.

SIGNATURES OF THE PARTIES

1. Sd/- (Khundrakpam Deepukumar Singh)
 2. Sd/- (Khundrakpam Sushilkumar Singh)
 3. Sd/- (Khundrakpam Akendro Singh)
 4. Sd/- (Ornak Khundrakpam)
 5. Sd/- (Sunita Khundrakpam)
 6. (Banita Khundrakpam)
- (First Party

Sd/- (Khundrakpam Pulinkant Singh)
(Second Party)"

[3] Learned counsel for both parties submit that the Second Appeal may be disposed of in terms of the Mediation settlement dated 17.6.2026.

[4] This Court perused the materials on record and is satisfied that the mediation settlement is in terms of applicable law and parties have arrived at a settlement on mutual understanding and the Second Appeal is disposed of in terms of mediation settlement reproduced above.

[5] In terms of provisions of Rule 90 of the MLR & LR Rules 1961, a copy of this order be forwarded to the Deputy Commissioner, Imphal West, for making necessary endorsement in the revenue record in terms of settlement dated 17.6.2026 and order of this Court dated 18.7.2026 (which is a decree of the Court)/

With this observation, the RSA No.7 of 2024 is disposed of. MC (RSA) No.32 of 2024 also stands disposed of.

Send a copy of this order to the office of the Deputy Commissioner, Imphal West for doing the needful.

Registry to prepare Appellate Decree.

JUDGE

Priyojit

RAJKUMAR
PRIYOJIT
SINGH

Digitally signed by
RAJKUMAR
PRIYOJIT SINGH
Date: 2026.07.21
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