

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

W.A. No. 74 of 2023

State of Manipur; & Ors.

Appellants

Vs.

Brahmacharimayum Achou Sharma

Respondent

***Clubbed with
MC (W.A.) No. 9 of 2021***

BEFORE

**HON'BLE THE CHIEF JUSTICE MR. M. SUNDAR
HON'BLE MR. JUSTICE AHANTHEM BIMOL SINGH**

(ORDER)

(Order of the Court was made by M. Sundar, CJ)

05.11.2025

[1] In the captioned matter, Mr. S. Nepolean, learned Sr. Advocate instructed by Mr. W. Niranjit, learned State Counsel for appellants in the main writ appeal and Mr. Kh. Tarunkumar, learned Sr. Advocate instructed by Mr. S. Johnson, learned counsel on record for sole respondent are before this Court.

[2] Afore-referred both learned senior counsel on instructions submit in one voice in unison that the captioned matter was referred to mediation, mediation was successful and the same has culminated in a settlement. It is also submitted that the terms of settlement have been reduced to writing *vide* a 'settlement agreement dated 15.09.2025' ('said settlement agreement' for the

sake of convenience) and a scanned reproduction of the said settlement agreement placed before us is as follows:

**HIGH COURT LEGAL SERVICES COMMITTEE
HIGH COURT OF MANIPUR**

Mediation Case No. 126 of 2025
W.A. No. 74 of 2023
State of Manipur & Ors
.....Applicant

Vs
Brahmachariyayum Achou Sharma
.....Respondent

Settlement Agreement
Imphal, 15th September, 2025

As directed by the Hon'ble High Court order dated 23.07.2025 passed in W.A. No. 74 of 2023, all the parties from both the sides were present in person for 4 (four) sessions of mediation on 05.08.2025, 14.08.2025, 01.09.2025 and 08.09.2025 and agreed to the following terms and conditions to bring about an amicable solution to the above mentioned writ appeal.

The Parties agreed to the following terms and condition

1. That the 1st Party mainly the appellant No. 2 Managing Director MSPDCL, represented by Smt. A. Priyaranjan Singh (General Manager EC-1) MSPDCL and Smt. Ambika Lourembam (Deputy General Manager-Legal) MSPDCL, hereby agrees and undertake to pay the outstanding bill amount of Rs 3,00,00/- (Three Lakhs) Only out of the total bill amount of Rs 5,48,680/- (Five Lakh Forty Eight Thousand Six Hundred and Eight) Only to the 2nd party represented by his son Brahmachariyayum Shivadutta Sharma subject to production of No Objection Certificate from the other family members within the period of two month from this day of agreement to the following account number of the 2nd Party.

Account Name: Brahmachariyayum Shivadutta & Brahmachariyayum Radhamani
Account Number: 30126687815
IFSC Code: SBIN0000092
2. That, the 2nd Party agreed to accept the outstanding bills payment and hereby undertakes to make no further claims other than the agreed outstanding bills amount payable to him. The 2nd Party will avail a No Objection Certificate from other family members of the 2nd Party and any claims regarding the outstanding bill amount which will be submitted to the first party at the time of making the payment
3. That, this agreement should be final and binding to all the parties concerned.

In the light of above terms, the mutual agreement was signed between the Appellants and Respondents of W.A. No. 74 of 2021 in the presence of the Mediator.

Signature of the 1st Party
1. *[Signature]* Ch. Priyaranjan Singh
2. *[Signature]* Ambika Lourembam
Signature of the 2nd Party
B. Shivadutta Sharma

[Signature] Smt. Girija Jain
Mediator
15/9/25

[3] Both learned senior counsel and their respective counsel on record submit in unison that the captioned main writ appeal and the captioned miscellaneous case thereat can be given a closure by disposing of the same in terms of said settlement agreement. This common/joint request by both sides is acceded to.

[4] Captioned main writ appeal and captioned miscellaneous case thereat are disposed of as closed in terms of said settlement agreement (scanned and reproduced *supra*) which shall now form part of this order. There shall be no order as to costs.

Sandeep

JUDGE

CHIEF JUSTICE