

GAHC030002272026



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

Case No. : WP(C)/40/2026

The Mizoram State Health Care Society r/b the SPIO and Dy. Chief Executive Officer and 2 Ors.

Aizawl, Mizoram 2: The Mizoram Health Care Society r/b the former SPIO and Dy. Chief Executive Officer

Aizawl
Mizoram

3: The Mizoram Health Care Society r/b the FAA and Chief Executive Officer

Aizawl
Mizora

VERSUS

State Information Commission, Mizoram and 2 Ors.

R/b Its Secretary, New Capital Complex, Khatla, Aizawl 2: State Chief Information Commissioner

New Capital Complex
Khatla
Aizawl

3: Mr. J. Malsawmzuala Vanchhawng

R/o VK-71 Galilee Veng
Zemabawk
Aizawl
Mizora

Advocate for the Petitioner : Mr Samuel Vanlalhriata Chhangte

Advocate for the Respondent :

B E F O R E
HON'BLE MR. JUSTICE NELSON SAILO
ORDER

22.04.2026

This matter is taken up as an unlisted motion on a mention made by Mr. Samuel Vanlalhriata Chhangte, learned Addl. Advocate General.

Heard Mr. Biswajit Debb, learned Advocate General assisted by Mr. Samuel Vanlalhriata Chhangte, learned Addl. Advocate General for the petitioners who submits that the petitioners are the Mizoram State Health Care Society represented by the SPIO and Deputy Chief Executive Officer and also the Chief Executive Officer and they are aggrieved with the decision rendered by the State Chief Information Commissioner dated 09.04.2026, by which the petitioners have been directed to provide information sought for by the respondent No. 3/complainant free of cost not later than 17.04.2026.

The learned Advocate General submits that an agreement was entered into between the Mizoram State Health Care Society on one part and the Synod Hospital Durtlang, Aizawl on the other. As per the said agreement, there is a specific clause which provides that each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of business contemplated relating to the agreement

and that both parties shall not disclose to any third party, any information relating to the agreement and the documents marked confidential, medical reports, personal information relating to beneficiary and other unpublished information except unless mutually agreed upon by both the parties in writing.

Accordingly, the information sought by the respondent No. 3 was responded to by the SPIO informing about the specific clause, which prevented divulging of information unless the parties specifically agreed to give the same in writing. The complainant therefore, took up the matter before the State Chief Information Commissioner who thereupon, passed the impugned Order dated 09.04.2026. The petitioner aggrieved with the order approached the said authority with the request for re-considering the decision on 17.04.2026. However as the said authority has not considered the request, the petitioners are before this Court through the instant writ petition.

The learned Advocate General has submitted that in passing the impugned order, the respondent authority concerned has failed to take into consideration with provisions of Section 19 (4) of the Right to Information Act, 2005 (the Act), which provides that a reasonable opportunity of being heard is to be provided to the third party. In the present case, no such

opportunity was granted and therefore, in addition to Section 19 (4) of the Act, Section 19 (9) of the same Act has also been violated. Under the circumstance, the learned Advocate General submits that the impugned Order dated 09.04.2026, cannot be sustained and the same should be set aside.

In view of above, issue notice of motion returnable by 3 (three) weeks. Petitioners to take steps for service of notice upon the respondents by speed post within 3 (three) days.

Having regard to the projection made by the petitioner, in the interim it is provided herein that the impugned Order dated 09.04.2026 shall remain stayed till the next returnable date.

List the matter again on **18.05.2026.**

JUDGE

Comparing Assistant