



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 30TH DAY OF JUNE, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MR. JUSTICE VENKATESH NAIK T
REGULAR FIRST APPEAL NO. 1210 OF 2025 (PAR)

BETWEEN:

MRS. MALACHIRA KANTHI AIYAPPA
D/O LATE CHENDANDA MUTHAPPA
W/O DR. MALACHIRA AIYAPPA
AGED ABOUT 62 YEARS
RESIDING AT ANGEL FIELD ESTATE
GUYVA VILLAGE, VIRAJPET TALUK
SOUTH KODAGU- 571 253

...APPELLANT

(BY MS. AKSHATA BENEGAL A/W
MS. MANJUSHA B.S., ADVOCATES FOR
SRI. MANU PRABHAKAR KULKARNI, ADVOCATE)

AND:

1. MRS. NADIKERIYANDA JYOTHI PONNAPPA
D/O LATE CHENDANDA MUTHAPPA
W/O MR. NADIKERIYANDA A. PONNAPPA
AGED ABOUT 66 YEARS
RESIDING AT ANGEL FIELD ESTATE
GUYVA VILLAGE, VIRAJPET TALUK,
SOUTH KODAGU-571253

Digitally
signed by
PAVITHRA N
Location:
High Court
of Karnataka



2. MRS. URMILA PONNAPPA
D/O NADIKERIYANDA PONNAPPA
AGED ABOUT 46 YEARS
RESIDING AT R/A 33, CLUB STREET,
07-19, EMERALD GARDEN APARTMENT,
SINGAPORE-069415

3. DR. MALACHIRA AIYAPPA @ NANDA
S/O LATE MALACHIRA KARIAPPA,
AGED ABOUT 70 YEARS,
RESIDING AT ANGEL FIELD ESTATE
POSTAL ADDRESS NANDA CLINIC,
MYSORE ROAD, SIDDAPUR,
SOUTH KODAGU -571253

...RESPONDENTS

(BY SRI. I.S.DEVAIAH, ADV. FOR R1 & R2;
V/C/O DATED 16.09.2025 NOTICE TO R3 IS DESPENSED WITH)

THE RFA IS FILED UNDER SECTION 96 READ WITH ORDER XLI RULE 1 OF THE CODE OF CIVIL PROCEDURE, 1908, AGAINST THE COMMON JUDGMENT AND DECREE DATED 29.01.2025 PASSED IN OS NO.98/2015 ON THE FILE OF SENIOR CIVIL JUDGE AND JMFC, VIRAJPET, PARTLY DECREERING THE SUIT IN OS NO.98/2015 FOR DECLARATION AND POSSESSION, DISMISSING THE SUIT IN OS NO.189/2015 FOR PARTITION AND SEPARATE POSSESSION.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:



CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

Heard the learned counsel appearing for the appellant as well as the learned counsel appearing for the respondents.

2. It is submitted that the issue between the parties stands settled in the mediation. The terms of the settlement are as below;

1. The Parties acknowledge and confirm the existence, execution and validity of the Partition Partition Deed dated 04.03.1996 (the "Partition Deed") executed by and between late Mr. Chendanda Muthappa, late Mrs. Devaki Muthappa, the Appellant and the Respondent, and the Will dated 18.02.2010 ("Will") executed by late Mrs. Devaki Muthappa (to the extent that the Will does not contradict the terms of the Partition Deed), and that the contents thereof are valid and binding on the parties. The Appellant and the Respondent however have agreed to modify the mode and manner of enjoyment of their respective properties in the manner as detailed below:
 - i) Both the parties have agreed Regarding -Road to Appellant's wetlands and handover of possession of the bungalow and other neighbouring buildings and equipment, such as garages, outhouses, vehicles and keys, etc as follows:
 - a) The parties agree that both parties shall have equal right to continue to use and enjoy the road which leads from Guyya Temple Road till the gate of the bungalow in Sy.



No. 145/2 ("Bungalow Road"). The said Bungalow Road is more fully depicted in pink colour and identified as points ABC in the sketch at Annexure A enclosed with this settlement and it is part parcel of this settlement agreement.

- b) Both parties shall be equally responsible to maintain the Bungalow Road in a manner so as to ensure that it remains motorable, and all such expenses shall be borne equally by both parties. All decisions with respect to the maintenance of the Bungalow Road shall be mutual in writing, and any works to be carried out on the Bungalow Road will be upon mutual consent, in writing. It is clarified that such maintenance shall include the pruning of plants and trees, ensuring drainage, etc, on their respective sides of the Bungalow Road.
- c) Both the parties have agreed that the Respondent shall provide, form and construct an independent, fenced, motorable road measuring 10 feet in width ("Wetlands Road") from the outside of the gate of the bungalow connecting the Bungalow Road directly to the wetlands owned by the Appellant situated in Sy. No.111/2, more fully described in Schedule A hereunder written (the "Appellant's Wetlands"). The Wetlands Road and its location are more fully detailed and depicted in neon colour and as points CDE in the sketch at Annexure A.
- d) Both the parties have agreed that the Wetlands Road shall not be a tarred or metalled road but only a motorable road. The Appellant has inspected the Wetlands Road and has confirmed its formation, identity and location. Upon levelling of the Wetlands Road, the Appellant shall not be entitled to use the erstwhile road passing through land bearing Sy. No. 145/2 (Bungalow premises) to the Appellant's Wetlands which shall thereafter no longer be retained as a road. Both parties shall be equally responsible to maintain the Wetlands Road in a motorable manner and all such expenses shall be borne equally by both parties. All decisions with respect to the maintenance of the Wetlands Road shall be mutual in writing, and any works to be carried out on the Wetlands Road will be upon mutual consent, in writing.



- e) In view of this settlement agreement arrived between the parties the Wetlands Road is only an internal and private access road between the Appellant and the Respondent Nos. 1 and 2 to enable the Appellant and her authorised representatives and successors in title to access the Appellant's Wetlands. In the event that the Appellant other successors in title decide to develop a residential layout to be sold to third parties or any commercial construction intended for access and use by the general public, the Wetlands Road shall not serve as an access road to the Appellant's Wetlands and the Appellant shall make alternative road arrangements outside of the Respondent Nos. 1 and 2's property. It is clarified that use of the Appellant's Wetlands for construction of a residential house, including a guesthouse / home stay does not fall within the meaning of 'commercial construction' as referred to in this clause and the Appellant shall be entitled to use the Wetlands Road for the same. It is further expressly agreed and understood that such formation of the Wetlands Road does not constitute a relinquishment of such road in favour of the public at large or a relinquishment of the land comprising the road in favour of the Appellant. This understanding is only a reservation of such road as a private arrangement between the Appellant and the Respondent Nos. 1 and 2 strictly for the purposes contemplated herein.
- ii) Both the parties have agreed Regarding: Road to drying yard as follows:
 - a. The parties agree and confirm that the portion of the drying yard located near the bungalow in Sy. No. 145/1 falls to the share of the Appellant, as depicted in green color and as points FGHF in the sketch annexed hereto as Annexure A. To enable the Appellant to access her share of the drying yard located Sy. No. 145/1, the Appellant and the Respondent Nos. 1 and 2 shall simultaneously and respectively reserve 5 (five) feet of land on either side of the land in Sy. No.145/1 and Sy. No.145/2 and have demarcated a 10 (ten) feet wide motorable, fenced road leading from the Bungalow Road to the drying yard of the Appellant ("Drying Yard Road"). It is expressly clarified that such reservation shall not be



a relinquishment by either party in favour of the other, but shall only be an identification and reservation of land as a common access road and the easementary rights thereupon. The formation and construction of the Drying Yard Road and the expenses thereof have been jointly undertaken by the Appellant and the Respondent Nos. 1 and 2. All decisions with respect to the maintenance of the Drying Yard Road shall be mutual in writing, and any works to be carried out on the Drying Yard Road will be upon mutual consent, in writing. The location of such Drying Yard Road is more fully depicted in blue colour and as points BF in the sketch at Annexure A.

- b. The plantation lands in Sy. Nos. 145/1 and 145/2 being at a higher elevation than the drying yard, it is clarified that it shall be the sole responsibility of the Appellant to create any access from such Drying Yard Road into the drying yard situated in Sy. No.145/1, and the Respondent Nos. 1 and 2 shall not be responsible for the same.
- c. Both parties and their respective successors in title shall be entitled to use and enjoy the Drying Yard Road in a peaceful manner so as not to interfere with the use and enjoyment of the other.
- iii) Both the parties agree regarding Sy. No.146 and Sy. No. 136/1 and Portion of the labour quarters as follows:
 - a. The Parties acknowledge and confirm that the portion of the land bearing Sy.No.146 in blue colour and at points GHIG in the sketch annexed hereto as Annexure B and hereinafter referred to as the "Sy.146 relinquished portion" measuring 90 cents and more fully described in Schedule C hereto is owned by the Appellant as per the Partition Deed but is in the Respondent No. 1's possession. Upon execution of this Agreement, the Appellant shall execute all necessary documents to transfer the right, title and interest in the Sy. No.146 relinquished portion in favour of the Respondent No.1, and to mutate the revenue records thereof in favour of the Respondent No.1. The Annexure B Sketch attached with this settlement agreement forms part and parcel of this settlement.



- b. Similarly, the Respondent No.1 shall relinquish two portions of land measuring 26 cents and 09 cents respectively in Sy. No. 136/1 depicted in pink and yellow colours and indicated at points DEFD and ABCA in the Annexure B sketch and hereinafter referred to as the "Sy. No.136/1 relinquished portion" in favour of the Appellant and shall execute all necessary documents to transfer the right, title and interest therein and to mutate the revenue records therein, in favour of the Appellant. The Respondent No.1 has, as on the date of this Agreement, already handed over possession of the Sy. No.136/1 relinquished portion to the Appellant and shall not interfere with the Appellant's possession of the same.
 - c. The Respondent No.1 shall leave the labour quarters as depicted in red colour at point J in the Annexure B sketch in favour of the Appellant and shall execute all necessary documents to confirm the Appellant's right, title and interest therein, as may be required. The Respondent No.1 has, as on the date of this Agreement, already handed over possession of the labour quarters to the Appellant and shall not interfere with the Appellant's possession of the same.
2. Both the parties agree that immediately upon execution of this Agreement and acceptance of the same by the Hon'ble High Court, the Appellant shall hand over possession of the bungalow situated in Sy. No.145/2, more fully detailed in the Schedule B (Part-I and Part-II) hereunder written (the "Bungalow"), including any construction thereupon, equipment, vehicles being one (1) motor car, one (1) jeep and one (1) trailer the keys and papers relating thereto, in favour of the Respondent.
3. The parties agree that the weapons/ arms, being the 0.22 rifle, the muzzle loading gun and 12 bore double barrel gun have been surrendered to the government.
4. Both the parties undertake not to block any flowing water from the paddy fields / wetlands of the other party, or indulge in any other similar actions or deeds so as to adversely impact the other party or her possession



of her property/ies or cultivation, in any manner whatsoever. It is clarified that at present, the Appellant has re-constructed an embankment on the water stream flowing through Sy. No.111/2, with pipes for controlled and efficient flow of the water as marked as point Z in the Annexure A sketch. The Appellant shall ensure that the said embankment and pipes are cleaned periodically to avoid accumulation of mud in the pipes and to avoid water logging in the remaining portion of Sy. No.111/2 adjoining the Appellant's wetlands, and owned by the Respondent No.1.

5. The parties shall appear before the jurisdictional Sub-Registrar and execute and register all necessary documents as expeditiously as possible from the date of execution of this Agreement.
6. Both the parties agree that upon such execution and registration, the parties shall have no right, title, interest or claim whatsoever over the properties respectively transferred by them under this Agreement. Each party irrevocably waives all past, present and future claims, including but not limited to claims relating to any crop harvested from such property, investments made into such property, etc.
7. In view of this settlement agreement entered into in the above matter, another RFA No.1946/2025 filed by the Appellant may be disposed off as settled on the same terms and conditions.
8. Both the parties further undertake not to interfere with the peaceful possession and enjoyment of the properties transferred to the other party pursuant to this Agreement.
9. Both the parties agreed that the stamp duty registration charges and incidental expenses arising out of this agreement shall be borne equally by the parties.
10. Both the parties state that this settlement has been voluntarily entered into by the parties out of their free will and without any force, coercion or undue influence, and the parties agree to be bound by its terms and conditions.



3. The parties are present before the Court today and they are duly identified by their respective counsel. It is submitted that respondent No.1 represents respondent No.2 as well and that the authorization of respondent No.2 has also been produced.

4. In the above view of the matter, the settlement arrived at between the parties is recorded. The appeal is ***disposed of*** in terms of the settlement. The Registry shall draw up decree accordingly.

Parties are also permitted to produce A3 size maps in colour along with the compromise petition before the Registry, which shall be appended to the decree.

Pending applications, if any, also stand disposed of.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**