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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-08-2026

CORAM

THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP No. 1069 of 2026 AND
WMP NOS. 1242 & 1243 OF 2026

Z.Sikandar
S/o.Mohammed Jikkiriya,
No.45, H.A.R Street,
Pallikonda,
Vellore- 635 809.

..Petitioner(s)

Vs

1. The District Collector
   Collectorate Campus,
   C.P.Chitarasu House, Sathuvacheri,
   Vellore- 632 009.

2. The Revenue Divisional Officer,
   Divisional Office - Collectorate Campus,
   C.P.Chitarasu House, Sathuvacheri,
   Vellore- 632 009.

3. The Sub Registrar,
   Pallikonda Sub Registrar Office,
   Pallikonda, Vellore- 635 809.

4. R.Narayanasamy
   S/o.Rangasamy,
   Kommalangkuttai,
   Othiyathur, Anaicut Taluk,
   Vellore- 603 312.

5. N.Thukaram
   S/o.Narayanasamy,
   Plot 76, Nadarajan Salai Main Road,
   Ramapuram,
   Tiruvallur- 600 089.

..Respondent(s)

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PRAYER : Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari, to call for the records of the 2nd respondent proceedings in PA.MU (A1) 5801/ 2022, dated 10.09.2025 and quash the same.

For Petitioner(s): Mr.P.Praveen Kumar

For Respondent(s): Mr.S.Sidhartha Vishnu, GA for RR1 to 3
Mr.K.A.Ravindran for R4
Mr.G.Jaisivaramaraj for R5

Order

The petitioner has approached this Court challenging the order dated 10.09.2025 passed by the second respondent under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

2. The fourth respondent is the father of the fifth respondent. He executed a settlement deed dated 26.06.2015 in favour of the fifth respondent in respect of the property situated at Kommalangkuttai, Othiyathur, Anaicut Taluk, Vellore, out of love and affection. The fourth respondent alleged that the fifth respondent had failed to provide him with his physical needs and basic maintenance, thereby violating a condition of the settlement deed. He therefore filed a complaint dated 14.11.2022 under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

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3. During the pendency of the proceedings, the fifth respondent conveyed the subject property to the petitioner under a registered sale deed dated 27.09.2023. Though notice was issued to the fifth respondent, he did not participate in the enquiry. Consequently, the second respondent allowed the complaint and set aside the settlement deed executed in favour of the fifth respondent. Aggrieved by the said order, the petitioner has approached this Court.

4. Heard the learned counsel appearing for the parties.

5.The settlement deed is in the vernacular language, and the learned counsel appearing for both sides have provided an English translation of the same. A perusal of the settlement deed shows that there is no clause requiring the fifth respondent to provide physical needs and basic maintenance to the fourth respondent.

6. In these circumstances, it is relevant to refer to the decision of this Court made in ***W.P.No.32907 of 2025 dated 20.07.2026*** in the case of ***S.Sunder Rajan Vs. The District Magistrate-cum-District Collector, M Singaravelar Maligai, No. 62 Rajaji Salai, Chennai 600 001 and others***. The relevant paragraphs are extracted hereunder:

"5. A Division Bench of this Court, in R. Muniyammal v. The District Collector/Appellate Tribunal and others

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(W.A.No.935 of 2025, dated 28.04.2025), relying on the decision of the Hon'ble Supreme Court in Sudesh Chhikara v. Ramti Devi (2022 SCC OnLine SC 1684), held that, for satisfying the requirement under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, it is sufficient if the condition to maintain the senior citizen is implied. The Division Bench observed that such a condition need not be expressly stated in the settlement deed. Since the settlement deed in that case had been executed by the mother in favour of her son out of love and affection and for his better future, it held that there was an implied obligation on the son to maintain his mother. On that reasoning, the Division Bench held that an implied condition would satisfy the requirement of Section 23(1) of the Act.

6. The above decision of the Division Bench was considered by a coordinate Bench of this Court in Karuppan v. The District Magistrate-cum-District Collector (W.P.No.4540 of 2022, dated 19.06.2025), in the light of the judgments of the Hon'ble Supreme Court. The coordinate Bench examined the issue in detail and held that Section 23(1) requires the transfer of property to be subject to a specific condition that the transferee shall provide the basic amenities and physical needs of the transferor. Such a condition cannot be presumed or implied.

7. The coordinate Bench analysed the decisions of the Supreme Court in S. Vanitha v. Deputy Commissioner, Sudesh Chhikara v. Ramti Devi, and Urmila Dixit v. Sunil Sharan Dixit, and held that these decisions do not support the view that an implied condition is sufficient. It observed that Urmila

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Dixit was a case where both the gift deed and the accompanying promissory note expressly recorded the obligation of the donee to maintain the donor. Therefore, the Supreme Court did not dilute the requirement of an express condition.

8. The coordinate Bench also disagreed with the view taken in Mohamed Dayan v. District Collector, which held that love and affection could be treated as an implied condition. It observed that love and affection may be the motive for executing a gift or settlement deed, but it cannot be treated as the statutory condition contemplated under Section 23(1). The Court further held that it is not permissible to rewrite the statutory provision by substituting the words used by the legislature with the concept of an implied condition.

9. The coordinate Bench also considered the later Division Bench decisions in S. Mala v. District Arbitrator & District Collector and Easwaramoorthy v. Paranthaman, which accepted the theory of implied conditions. It held that those decisions were inconsistent with the earlier Division Bench judgments as well as the binding decisions of the Hon'ble Supreme Court. Relying on the principles governing judicial precedents, the coordinate Bench concluded that the earlier decisions and the judgments of the Supreme Court must prevail.

10. Applying the above principles to the facts before it, the coordinate Bench held that where the settlement deed contains no specific condition requiring the transferee to maintain the transferor, proceedings under Section 23(1) of the Act are not maintainable, and the settlement deed cannot

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be cancelled merely on the ground that the transferor was not cared for."

7. In the present case, the settlement deed does not contain any clause requiring the fifth respondent to provide physical needs or basic maintenance to the fourth respondent. However, the fourth respondent is aged more than 90 years and has no source of income. Therefore, the fifth respondent, in whose favour the subject property was settled, is under an obligation to provide maintenance to the fourth respondent.

8. In view of the above, the impugned order passed by the second respondent cannot be sustained in law, as the settlement deed does not contain any condition requiring the fifth respondent to provide maintenance to the fourth respondent.

9. Accordingly, the Writ Petition is allowed and the impugned order passed by the second respondent is set aside. The fifth respondent is directed to pay a sum of Rs.5,000/- per month as maintenance to the fourth respondent during his lifetime. The payment shall commence from 01.09.2026 and shall be made on or before the 7th day of every succeeding month. No costs.

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Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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