WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.07.2026

CORAM

THE HONOURABLE MR.JUSTICE **HEMANT CHANDANGOUDAR**

W.P.No.4879 of 2025
and
W.M.P.No.54967 of 2025

A.Padmanaban
S/o.Late Arunagiri ... Petitioner

vs.

1. The District Collector
Salem District-636 001.

2. The Revenue Divisional Officer
Salem.

3. P.Saravanan
S/o.A.Padmanaban … Respondents

Writ Petition filed under Article 226 of the Constitution of India praying a writ of Certiorarified Mandamus, to call for the records on the file of the 1st respondent herein, proceedings in Na.Ka.No.e-2476754/2024/C4 dated 23.09.2025 issued by the 1st respondent herein, proceedings in Na.Ka.3622/2023/A1 dated 19.01.2024 issued by the 2nd respondent herein, quash the same and to issue consequential directions to the 1st and 2nd respondents herein to cancel the settlement deed settled in favour of the 3rd

https://www.mhc.tn.gov.in/judis

WEB COPY

respondent in the year 2000 vide document No.1150 registered in SRO Office, Collectorate, Salem, measuring 667 sq.ft under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, thereby enabling the petitioner to maintain himself.

* Prayer amended vide order dated 10.07.2026 made in W.M.P.No.54962 of 2025 in W.P.No.4879 of 2025.

For Petitioner	:	Mr.P.Aravindhan
For Respondents	:	Mr.P.Siddarth Government Counsel, for R1 & R2 Ms.P.C.Geethammal, for R3

*****

ORDER

The petitioner has challenged the order dated 23.09.2025 passed by the first respondent, which confirmed the order dated 19.01.2024 passed by the second respondent.

2. The petitioner had executed a settlement deed in favour of the third respondent. Subsequently, the petitioner sought cancellation of the settlement deed under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, alleging that the third respondent had neglected to maintain the petitioner.

3. The second respondent rejected the request for cancellation of the

https://www.mhc.tn.gov.in/judis

WEB COPY

settlement deed. However, considering the petitioner's age and financial condition, the second respondent directed the third respondent to pay monthly maintenance of Rs.9,000/- and also to bear the petitioner's medical expenses. The first respondent confirmed the said order.

4. The learned counsel for the petitioner submitted that the authorities ought to have cancelled the settlement deed since the third respondent had failed to maintain the petitioner. On the other hand, the learned Government Counsel appearing for respondents 1 and 2 and the learned counsel for the third respondent supported the impugned orders.

5. It is not in dispute that the settlement deed executed by the petitioner does not contain any clause requiring the third respondent to provide the petitioner with maintenance, basic amenities or physical needs.

6. A Division Bench of this Court, in ***R. Muniyammal v. District Collector/Appellate Tribunal***, relying upon the decision of the Hon'ble Supreme Court in ***Sudesh Chhikara v. Ramti Devi***, held that the obligation to maintain a senior citizen under Section 23(1) of the Act may be implied even if it is not expressly stated in the settlement deed.

https://www.mhc.tn.gov.in/judis

WEB COPY

7. However, a coordinate Bench of this Court, in ***Karuppan v. District Magistrate-cum-District Collector***, after considering the judgments of the Hon'ble Supreme Court in ***S. Vanitha v. Deputy Commissioner, Sudesh Chhikara v. Ramti Devi, and Urmila Dixit v. Sunil Sharan Dixit***, held that Section 23(1) requires an express condition in the settlement deed obligating the transferee to maintain the transferor. According to the coordinate Bench, such a condition cannot be presumed or implied.

8. The coordinate Bench further observed that the Supreme Court judgments do not dispense with the requirement of an express condition. It also noted that in Urmila Dixit, the obligation to maintain the transferor was specifically incorporated in the documents executed between the parties.

9. The coordinate Bench also disagreed with the view that love and affection, which may have prompted the execution of the settlement deed, could itself amount to the statutory condition contemplated under Section 23(1). It held that the Court cannot read into the statute an implied condition when the legislature has consciously required a specific condition.

https://www.mhc.tn.gov.in/judis

WEB COPY

10. The coordinate Bench further held that certain later Division Bench decisions accepting the theory of implied conditions were inconsistent with the earlier binding precedents and the law laid down by the Hon'ble Supreme Court. Therefore, it held that the earlier binding decisions must prevail.

11. Applying the above principles, this Court finds that the settlement deed executed by the petitioner does not contain any clause requiring the third respondent to maintain the petitioner or provide basic amenities and physical needs. Since such a condition is a prerequisite for invoking Section 23(1) of the Act, the authorities were justified in refusing to cancel the settlement deed. The challenge to that part of the impugned orders therefore cannot be accepted.

12. At the same time, it is not disputed that the petitioner is about 79 years of age and has no independent source of income. It is also stated that the third respondent is receiving rental income from the property conveyed under the settlement deed.

https://www.mhc.tn.gov.in/judis

WEB COPY

13. Though the authorities directed the third respondent to pay monthly maintenance of Rs.9,000/- and meet the petitioner's medical expenses, the petitioner submits that, except for payment of maintenance arrears pursuant to the interim order of this Court, the third respondent has neither taken proper care of the petitioner nor paid the medical expenses as directed.

14. Having regard to the petitioner's advanced age, financial condition and medical needs, this Court is of the view that the maintenance awarded by the authorities requires enhancement. Accordingly, while upholding the rejection of the petitioner's request for cancellation of the settlement deed, the impugned orders are modified as follows:

(i) The third respondent shall pay a lump sum amount of Rs.1,00,000/- towards the petitioner's medical expenses within six weeks from the date of receipt of a copy of this order.

(ii) The monthly maintenance payable to the petitioner is enhanced from Rs.9,000/- to Rs.15,000/- per month with effect from 01.09.2026. The enhanced amount shall be inclusive of medical

https://www.mhc.tn.gov.in/judis

WEB COPY

expenses.

(iii) In view of the above enhancement, the petitioner shall not be entitled to claim any separate amount towards medical expenses from the third respondent.

15. Subject to the above modification, the writ petition is disposed of. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.

31.07.2026

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

mk

To

1. The District Collector
   Salem District-636 001.

2. The Revenue Divisional Officer
   Salem.

https://www.mhc.tn.gov.in/judis

WEB COPY

HEMANT CHANDANGOUDAR, J.,

mk

W.P.No.4879 of 2025

31.07.2026

https://www.mhc.tn.gov.in/judis