WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.07.2026

CORAM

THE HONOURABLE MR.JUSTICE **HEMANT CHANDANGOUDAR**

W.P.No.29925 of 2024
and
W.M.P.No.32624 of 2024

S.Ellammal
W/o.Shesaiah ... Petitioner

vs.

1. The District Collector
Appellate Tribunal under
Maintenance and Welfare of Parents
and Senior Citizens Act
Thiruvallur District – 600 062.

2. The Revenue Divisional Officer
Tribunal under the Maintenance and
Welfare of Parents and Senior Citizen Act
Thiruvallur District – 600 062.

3. Shanmugam
S/o.Sheshaiya … Respondents

Writ Petition filed under Article 226 of the Constitution of India praying a writ of Certiorarified Mandamus, to call for the records of the order dated 25.03.2024 passed by the 1st respondent in proceedings No.Na.Ka.1264074/2024/M.4 and impugned order passed by the 2nd respondent in Mu.Mu.1859/2022/A6 dated 18.04.2023 and quash the same

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

WEB COPY

and consequently, direct the respondents to cancel the settlement deed dated 21.08.2017, executed by the petitioner to the 3rd respondent and consequently, direct the 1st respondent to adjudicate the petition dated 25.08.2023 filed by the petitioner afresh and pass a reasoned and speaking order by adhering to the procedure and provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

For Petitioner	:	Ms.S.Vasanthi
For Respondents	:	Mr.M.Sivavarthanan, Government Counsel, for R1 & R2 Mr.P.Veeraraghavan, for R3

*****

ORDER

The petitioner challenges the order dated 25.03.2024 passed by the first respondent confirming the order dated 18.04.2023 passed by the second respondent. By the order dated 18.04.2023, the second respondent directed the third respondent to pay the petitioner monthly maintenance of Rs.5,000/- and provide her with residential accommodation. However, the petitioner's request for cancellation of the settlement deed was rejected.

2. The petitioner is the mother of the third respondent. She executed a settlement deed dated 21.08.2017 in favour of her son. Alleging that the third respondent failed to provide her with basic amenities and physical needs, she

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

WEB COPY

filed an application under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the settlement deed. The application was partly allowed by directing payment of maintenance and provision of residence, but the prayer for cancellation of the settlement deed was rejected.

3. The learned counsel for the petitioner contended that although the settlement deed does not contain an express clause requiring the third respondent to maintain the petitioner, the deed was executed out of love and affection. Therefore, such an obligation should be treated as implied, and the settlement deed ought to have been cancelled under Section 23 of the Act. Reliance was placed on the decision of this Court in ***Mohamed Dayan v. District Collector (W.P. No.28190 of 2022, dated 08.09.2023)***.

4. Per contra, the learned counsel for the third respondent and the learned State counsel appearing for respondents 1 and 2 submitted that an express condition requiring the transferee to provide basic amenities and physical needs is a mandatory requirement under Section 23 of the Act. Since the settlement deed contains no such condition, the authorities rightly declined to cancel it.

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

WEB COPY

5. Heard the learned counsel appearing on either side.

6. It is not in dispute that the settlement deed dated 21.08.2017 does not contain any clause requiring the third respondent to provide the petitioner with basic amenities or physical needs.

7. A Division Bench of this Court, in ***R. Muniyammal v. District Collector/Appellate Tribunal (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***, held that the condition to maintain a senior citizen under Section 23(1) of the Act may be implied and need not be expressly stated in the settlement deed.

8. However, a coordinate Bench of this Court, in *Karuppan v. District Magistrate-cum-District Collector* **(W.P. No.4540 of 2022, dated 19.06.2025)**, examined the issue in the light of the judgments of the Hon'ble Supreme Court and held that Section 23(1) requires a specific condition in the settlement deed obligating the transferee to provide the transferor with basic amenities and physical needs. Such a condition cannot be presumed or implied.

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

WEB COPY

9. The coordinate Bench analysed the decisions of the Hon'ble Supreme Court in ***S. Vanitha v. Deputy Commissioner***, ***Sudesh Chhikara v. Ramti Devi***, **and** ***Urmila Dixit v. Sunil Sharan Dixit***, and held that none of those decisions dispense with the requirement of an express condition. It also observed that in ***Urmila Dixit***, the obligation to maintain the donor was expressly incorporated in the documents executed between the parties.

10. The coordinate Bench further disagreed with the view taken in ***Mohamed Dayan v. District Collector***, holding that while love and affection may be the reason for executing a settlement deed, they cannot be treated as the statutory condition contemplated under Section 23(1). The Court held that it is not permissible to read into the statute a concept of implied conditions when the legislature has required a specific condition.

11. 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, and held that they were inconsistent with the earlier binding Division Bench decisions and the judgments of the Hon'ble Supreme Court. It therefore held that the earlier decisions and the judgments of the Hon'ble

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

WEB COPY

Supreme Court must prevail.

12. Applying those principles, the coordinate Bench held that where the settlement deed does not contain a 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 be cancelled merely because the transferor alleges neglect.

13. In the present case, the settlement deed admittedly contains no clause requiring the third respondent to provide the petitioner with basic amenities or physical needs. Such a condition is a sine qua non for invoking Section 23(1) of the Act. Therefore, the authorities rightly rejected the petitioner's request for cancellation of the settlement deed.

14. However, having regard to the facts and circumstances of the case, this Court is of the view that the maintenance awarded to the petitioner requires enhancement. Accordingly, while upholding the rejection of the prayer for cancellation of the settlement deed, the order dated 25.03.2024 passed by the first respondent and the order dated 18.04.2023 passed by the second respondent are modified to the following extent:

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

WEB COPY

(i) The directions requiring the third respondent to provide the petitioner with residential accommodation shall continue to remain in force.

(ii) The monthly maintenance payable by the third respondent to the petitioner is enhanced from Rs.5,000/- to Rs.10,000/-, with effect from 01.08.2026.

(iii) The third respondent shall continue to permit the petitioner to reside in the house in question.

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

23.07.2026

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

mk

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

WEB COPY

To

1. The District Collector
Appellate Tribunal under
Maintenance and Welfare of Parents
and Senior Citizens Act
Thiruvallur District – 600 062.

2. The Revenue Divisional Officer
Tribunal under the Maintenance and
Welfare of Parents and Senior Citizen Act
Thiruvallur District – 600 062.

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

WEB COPY

HEMANT CHANDANGOUDAR, J.,

mk

W.P.No.29925 of 2024

23.07.2026

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