

WEB COPY

WP No. 32907 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-07-2026

CORAM

THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP No. 32907 of 2025

and WMP.No. 36892 of 2025

S.Sunder Rajan

S/o. Late K Selvarajan, No. 69/2 New No. 20/2
Halls Road, Kilpauk Chennai 600 010.

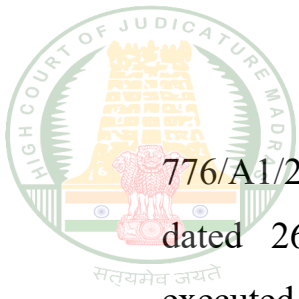
..Petitioner(s)

Vs

1. The District Magistrate
Cum District Collector, M Singaravelar Maligai,
No. 62 Rajaji Salai, Chennai 600 001.
2. The Sub Divisional Magistrate Cum Revenue
Divisional Officer
South Chennaizone, Guindy Chennai 600 032.
3. S Dhanalskshmi
W/o. Late K Sivarajan, 639/1 Halls Road
Kilpaluk Chenani . 600 010.

..Respondent(s)

Writ Petition is filed under Article 226 of Constitution of India, praying for issuance of writ of certiorari, calling for the records culminating the impugned order dated nil 08.2025 vide proceedings No. Se. Mu Na Ka no.



776/A1/2025 passed by the 1st respondent cancelling the settlement deed dated 26.10.2021 registered as Doc no. 3449/2021 in the SRO Mylapore executed by the 3rd respondent in favour of the petitioner in respect of the property mentioned therein thereby confirming the impugned order dated 05.03.2025 passed by the 2nd respondent vide proceedings se Mu order no. A3/3708/2024 and to quash the same as contrary to chapter V Section 23(1) of the maintenance and welfare of parents and senior citizens act 2007 and pass.

For Petitioner(s): Mr. Ravi Kumar Paul, Senior Advocate

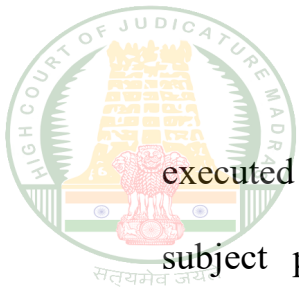
For Respondent(s): Mr.M.Sivavarthanan, Govt.Counsel – R1
& R2

Ms. Narmadasampath –R3

ORDER

The petitioner challenges the order dated Nil.08.2025 passed by the first respondent confirming the order dated 26.10.2021 passed by the second respondent, by which the settlement deed dated 26.10.2021 executed in favour of the petitioner was cancelled.

2. The petitioner is the son of the third respondent. The third respondent had originally executed a settlement deed dated 30.08.2013 in favour of the petitioner, conveying the subject property while reserving a life interest in her favour. Subsequently, by a deed of revocation dated 26.10.2021, the said settlement deed was cancelled. On the very same day, the third respondent

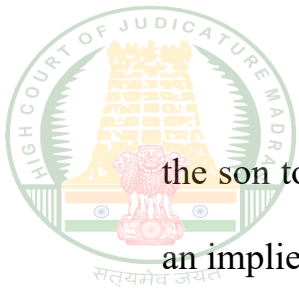


executed a fresh settlement deed in favour of the petitioner, again conveying the subject property. However, unlike the earlier settlement deed, the fresh settlement deed did not reserve any life interest in favour of the third respondent.

3. Alleging that the petitioner failed to provide her with physical needs and basic amenities and prevented her from collecting rent from the tenants of the subject property, the third respondent filed an application under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

4. By the impugned order, the second respondent cancelled the settlement deed dated 26.10.2021. The said order was confirmed by the first respondent in the appeal filed by the petitioner under Section 16 of the Act.

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

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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 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

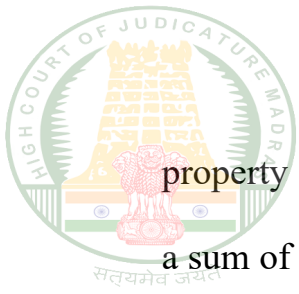


for executing a gift or settlement deed, but it cannot be treated as the statutory condition contemplated under Section 23(1). The Court further held that it is not permissible to rewrite the statutory provision by substituting the words used by the legislature with the concept of an implied condition.

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

11. In the present case, the settlement deed does not contain any clause obligating the petitioner to provide the physical needs and basic amenities of the third respondent. However, according to the third respondent, the subject



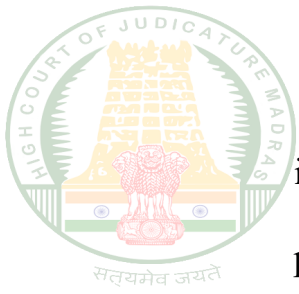
property fetches a monthly rental income of about Rs.4.5 lakhs, and as on date, a sum of Rs.60,000/- has been kept in a separate account.

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12. During the earlier proceedings before my learned predecessor, the petitioner agreed to pay the third respondent a monthly maintenance of Rs.1,50,000/- and also to pay the arrears of maintenance from the date of the undertaking. In order to put an end to the dispute, it would be appropriate to direct the petitioner to pay a sum of Rs.25,00,000/- towards the arrears of maintenance as on date and to continue paying Rs.1,50,000/- per month during the lifetime of the third respondent.

13. In view of the above, the impugned order dated Nil.08.2025 passed by the first respondent is set aside. The writ petition is disposed of with the following directions:

- i. The petitioner shall pay a sum of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) towards the arrears of maintenance to the third respondent within four weeks from today.
- ii. The petitioner shall continue to pay a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) per month with effect from 01.08.2026, on or before the 5th day of every succeeding month, during the lifetime of the third respondent.



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iii. The third respondent shall not obstruct or interfere with the petitioner's collection of rent from the subject property.

iv. Consequently, the connected Miscellaneous Petitions are closed.

There shall be no order as to costs.

20-07-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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To

1. The District Magistrate
Cum District Collector, M Singaravelar Maligai,
No. 62 Rajaji Salai, Chennai 600 001.
2. The Sub Divisional Magistrate Cum Revenue
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HEMANT CHANDANGOUDAR, J.

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