



W.P(MD)No.16545 of 2022

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 16.07.2026

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.16545 of 2022

and

W.M.P(MD)Nos.11957 & 11960 of 2022

K.D.Subburaj

... Petitioner

Vs

1.The District Collector,
O/o. The District Collector,
Madurai District.

2.The Revenue Divisional Officer,
O/o. the Revenue Divisional Officer,
Madurai District.

3.S.Kathiresan

... Respondents

PRAYER: Writ Petition filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus calling for the records relating to the impugned order passed by the first respondent vide his proceedings in Na.Ka.(C5)/49201/2021 dated 13.05.2022 confirming the order passed by the second respondent vide his proceedings in Moo.Mo.No.4291/2020/J



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dated 15.09.2021 and quash the same as illegal and consequentially to cancel the gift deed in document No.314 of 2011 executed in favour of the third respondent in terms of Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 within the period stipulated by this Court.

For Petitioner : Mr.V.G.Vallarasu Chezhiyan

For Respondents : Mrs.K.R.Shiva Shankari (R1 & R2)
counsel for State

ORDER

This Writ Petition has been filed challenging the order dated 13.05.2022 passed by the first respondent confirming the order dated 15.09.2021 passed by the second respondent and seeking to quash the same as illegal. The petitioner has also sought a consequential direction to cancel the Settlement Deed registered as Document No.314 of 2011 executed in favour of the third respondent by invoking Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, within the time stipulated by this Court.



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2.Learned counsel appearing for the petitioner submitted that the petitioner is a senior citizen. His wife passed away in the year 2017, leaving behind four sons, including the third respondent, and one daughter. The petitioner is the absolute owner of a self-acquired property bearing Door No. 324 in Survey No.72A, measuring an extent of 1,195 square feet, wherein he had constructed row houses. He also owned another property situated at Trichy in Ward No.3, comprised in Survey Nos.172/1 and 173/1, measuring an extent of 2³/₄ cents.

3.It is the further case of the petitioner that the Trichy property was originally settled in favour of the third respondent, who is his son, by way of a Settlement Deed dated 07.05.2003. Thereafter, the third respondent allegedly failed to take care of the petitioner. It is stated that the third respondent had also availed a loan from ICICI Bank by creating an encumbrance over the said property. In order to protect the property, the third respondent executed a Settlement Deed in favour of the petitioner on 07.07.2007. Subsequently, the petitioner again settled the property in favour



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of the third respondent by executing a registered Settlement Deed dated 27.01.2011, registered as Document No.314 of 2011.

4.Subsequently, alleging that the third respondent had neglected and failed to maintain him, the petitioner submitted a complaint before the second respondent seeking cancellation of the Settlement Deed dated 27.01.2011. The second respondent, by order dated 15.09.2021, declined to cancel the Settlement Deed. However, taking note of the petitioner's grievance, the second respondent directed each of the petitioner's four sons to pay a sum of Rs.5,000/- per month to the petitioner, aggregating to Rs.20,000/- per month towards his maintenance. Aggrieved by the refusal to cancel the Settlement Deed, the petitioner preferred an appeal before the first respondent. The first respondent, by order dated 13.05.2022, confirmed the order of the second respondent. Challenging the said order, the present Writ Petition has been filed.



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5.Learned counsel appearing for the petitioner submitted that although the respondents directed the petitioner's four sons to pay maintenance at the rate of Rs.5,000/- each per month, neither the third respondent nor the other sons have complied with the said direction till date. It is therefore prayed that appropriate orders may be passed by this Court.

6.Per contra, the learned counsel for State appearing for respondents 1 and 2 submitted that the petitioner had voluntarily executed an irrevocable Settlement Deed in favour of the third respondent. Since the Settlement Deed did not contain any condition obligating the third respondent to maintain the petitioner, the respondents 1 and 2 rightly rejected the request for cancellation of the Settlement Deed. However, considering the petitioner's grievance, the respondents directed all the four sons to pay maintenance of Rs.5,000/- each per month. It is therefore contended that, in the absence of any condition in the Settlement Deed reserving a right of revocation, the Settlement Deed cannot be cancelled by



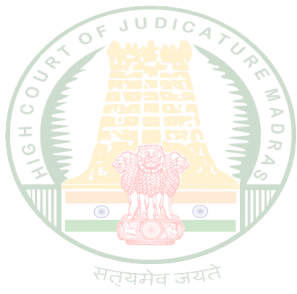
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invoking Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

7.Heard the learned counsel appearing on either side and perused the materials available on record.

8.The facts of the present case are not in dispute. The relationship between the petitioner and the third respondent is also admitted. It is an admitted fact that the petitioner voluntarily executed the registered Settlement Deed in favour of the third respondent. Subsequently, alleging neglect on the part of the third respondent, the petitioner approached the second respondent seeking cancellation of the Settlement Deed. The second respondent, by order dated 15.09.2021, declined to cancel the Settlement Deed but directed each of the petitioner's four sons to pay maintenance at the rate of Rs.5,000/- per month, aggregating to Rs.20,000/- per month. The said order was confirmed by the first respondent in appeal.



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9.The issue involved in the present Writ Petition is no longer res integra. The Hon'ble Full Bench of this Court, in ***Sasikala v. Revenue Divisional Officer and another***, reported in ***2022 SCC OnLine Mad 4343***, has categorically held that a registered Settlement Deed cannot be cancelled under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, unless the deed itself contains a specific condition that the transferee shall provide the transferor with basic amenities and basic physical needs. The relevant portion of the judgment reads as follows:

"46. ... The settlement deed stated to have been executed by the second respondent, dated 06.03.2015, is irrevocable and it is a deed of settlement out of love and affection. The second respondent has specifically stated that he has no right to revoke the settlement deed. From the recitals, the settlement does not attract Section 126 of the Transfer of Property Act. It is seen that the settlor, viz., the second respondent, has not imposed any condition. In other words, the gift deed is not subject to any condition or term that the transferee shall provide the transferor with basic amenities and basic physical needs. In such



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10. Further, with regard to the applicability of the Act, a Division Bench of this Court in ***M.M. Ramesh v. M.S. Manikavasagam and another***, reported in **2026 (2) CTC 513**, has held that the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, are prospective in operation and cannot be applied retrospectively. The relevant observation reads as follows:

"11. From the law enunciated in the decisions referred to above, it is lucid that the Act shall apply only to transfers of property effected after the commencement of the Act and cannot be given retrospective effect."

11. In the light of the law laid down by the Hon'ble Full Bench and the Division Bench of this Court, it is evident that the Settlement Deed in question does not contain any clause obligating the third respondent to maintain the petitioner or reserving any right of revocation in favour of the



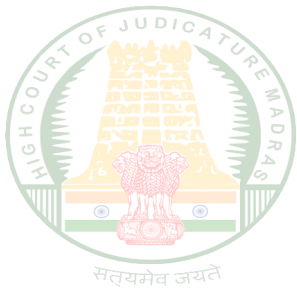
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petitioner. Moreover, the transfer having been effected prior to the applicability of the provisions relied upon by the petitioner, the provisions of Section 23 of the Act cannot be invoked for cancellation of the Settlement Deed.

12.In view of the authoritative pronouncements referred to above, this Court is of the considered opinion that the respondents 1 and 2 were fully justified in declining the petitioner's request for cancellation of the Settlement Deed. The impugned orders do not suffer from any legal infirmity warranting interference under Article 226 of the Constitution of India.

13.However, the grievance of the petitioner that the maintenance amount directed to be paid by his four sons has not been paid deserves consideration. Since the order dated 15.09.2021 directing payment of maintenance continues to remain in force, the second respondent is directed to initiate appropriate proceedings in accordance with law to recover the



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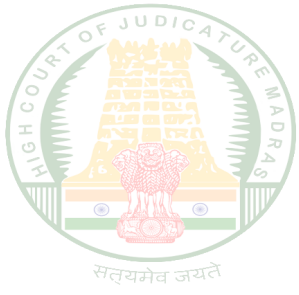
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maintenance amount payable by the third respondent and the other legal heirs, including the arrears, and ensure payment of the maintenance amount to the petitioner strictly in terms of the order dated 15.09.2021, within a period of six (6) weeks from the date of receipt of a copy of this order.

14. Accordingly, the Writ Petition is dismissed with the above direction. There shall be no order as to costs. Consequently, the connected Miscellaneous Petitions are closed.

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NCC : Yes / No
Index : Yes / No
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M.DHANDAPANI, J.

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