



W.P(MD)No.16028 of 2024

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 23.07.2026

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.16028 of 2024
and
W.M.P.(MD).Nos.13930 to 13932 of 2024

1.D.Mani

2.A.Ragulraj

... Petitioners

Vs

1.The District Collector,
Dindigul,
Dindigul District.

2.The District Revenue Officer,
Dindigul,
Dindigul District.

3.The Revenue Divisional Office
Palani Taluk,
Dindigul District.

4.The Thasildhar,
Oddanchatram Taluk,
Dindigul District.



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5.The District Registrar,
Dindigul,
Dindigul District.

6.The Sub Registrar,
Oddanchathiram Taluk,
Dindigul District.

7.Vellaiyammal .P

8.P.Periyasamy Gounder

... Respondents

PRAYER: Writ Petition filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned order passed by the respondent No. 3 in Pa.Mu.No. 11413/2023/B2 dated 30.05.2024 and quash the same as illegal and consequently restraining the respondent No. 6 not to cancel Sale Deed in Doc. No. 3558 of 2023 dated 10.11.2023 in favour of the petitioners.

For Petitioners : Mr.K.Dinesh

For R-1 to R-6 : Mrs.K.R.Shivashankari,
Counsel for State

For R-7 and R-8 : Mr.K.Muthu Ganesapandian



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ORDER

This Writ Petition has been filed challenging the proceedings of the third respondent in Pa.Mu.No.11413/2023/B2 dated 30.05.2024 and consequently seeking a direction restraining the sixth respondent from cancelling the Sale Deed registered as Document No.3558 of 2023 dated 10.11.2023 in favour of the petitioners.

2. The learned counsel appearing for the petitioners submitted that the seventh respondent, who is the mother of the eighth respondent, executed a registered Settlement Deed in favour of the eighth respondent vide Document No. 2430 of 2013. Pursuant to the said settlement, the eighth respondent became the absolute owner of the property and thereafter sold the same to one Suresh. Subsequently, the said Suresh executed a registered Sale Deed in favour of the petitioners, which was registered as Document No.3558 of 2023 dated 10.11.2023.



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2.1. It is the further submission of the learned counsel for the petitioners that, suppressing the subsequent alienations, the seventh respondent initiated proceedings before the third respondent under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the Settlement Deed executed in favour of the eighth respondent. Acting upon the said complaint, the third respondent passed the impugned order cancelling the Settlement Deed, which has the effect of clouding the title of the petitioners, who are bona fide purchasers for valuable consideration. Aggrieved by the said order, the present Writ Petition has been filed.

3. The learned Counsel for State appearing for the official respondents submitted that the issue involved in the present writ petition is covered by the decisions of this Court governing the scope of Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, and left the matter to the discretion of this Court.

4. Heard the learned counsel appearing for the sixth and seventh respondents.



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5. 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 settlement deed cannot be cancelled under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, unless the transfer is made subject to a condition requiring the transferee to provide the transferor with basic amenities and basic physical needs. The relevant observations are extracted below:

"46. The writ petition in W.P.(MD) No.6889 of 2020 is filed by the daughter of the second respondent to quash the order passed by the first respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The gift deed executed by the second respondent in favour of the writ petitioner was unilaterally cancelled by the second respondent father. The settlement deed dated 06.03.2015 is irrevocable and was executed 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



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Act. It is seen that the settlor has not imposed any condition requiring the transferee to provide basic amenities and physical needs. Therefore, there is no scope for invoking Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. Consequently, the impugned order is liable to be quashed."

6. Further, the Division Bench of this Court in ***M.M. Ramesh v. M.S. Manikavasagam and another***, reported in ***2026 (2) CTC 513***, has reiterated the legal position governing the exercise of powers under the Act and the limited scope of Section 23 thereof.

7. In the present case, the Settlement Deed executed by the seventh respondent in favour of the eighth respondent is an absolute and irrevocable settlement deed. A careful reading of the recitals shows that the document does not contain any condition obligating the eighth respondent to maintain the seventh respondent or provide her with basic amenities and basic physical needs. Nor does it reserve any right in favour of the settlor to revoke or cancel the settlement in the event of failure to maintain her. Therefore, the essential ingredients required for invoking Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, are absent.



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8. It is also not in dispute that, acting upon the said Settlement Deed, the eighth respondent had alienated the property in favour of one Suresh, who, in turn, conveyed the property to the petitioners by a registered Sale Deed bearing Document No.3558 of 2023 dated 10.11.2023. The petitioners, therefore, claim title as subsequent purchasers under a registered conveyance.

9. In view of the law laid down by the Hon'ble Full Bench in ***Sasikala*** (supra), the third respondent had no jurisdiction to invoke Section 23 of the Act for cancelling the Settlement Deed in the absence of any condition relating to maintenance. Consequently, the impugned proceedings dated 30.05.2024 are unsustainable in law and are liable to be set aside. However, it is made clear that setting aside the impugned order shall not absolve the eighth respondent of his statutory as well as moral obligation to maintain his aged mother in accordance with the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The seventh respondent is at liberty to work out any other remedy available to her in accordance with law.



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10. Accordingly, the impugned proceedings of the third respondent in Pa.Mu.No.11413/2023/B2 dated 30.05.2024 are set aside. Consequently, the sixth respondent shall not give effect to the impugned order so as to interfere with or cancel the Sale Deed registered as Document No.3558 of 2023 dated 10.11.2023 standing in the name of the petitioners.

11. In the result, the Writ Petition stands allowed. There shall be no order as to costs. Consequently, connected Miscellaneous Petitions are closed.

23.07.2026

NCC : Yes / No
Index : Yes / No
TSG

To

1.The District Collector,
Dindigul,
Dindigul District.

2.The District Revenue Officer,
Dindigul,
Dindigul District.

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M.DHANDAPANI, J.

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