

W.P(MD)No.18713 of 2026

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 03.07.2026

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P(MD)No.18713 of 2026

and

WMP (MD) Nos.13831 & 13833 of 2026

K.Ragini Kalvikkarasu

... Petitioner(s)

VS.

1. The District Collector,
Office of the District Collector,
Thanjavur.

2. The Deputy Revenue Officer (DRO),
Office of the Deputy Revenue Officer (DRO),
Thanjavur.

3. The Revenue Divisional Officer (RDO),
Office of the Revenue Divisional Officer,
Kumbakonam,
Thanjavur District.

4. The Sub-Registrar,
Office of the Sub-Registrar,
Kumbakonam,
Thanjavur District.

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6. J.Murali

... Respondent(s)

PRAYER : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorari, calling for the records pertaining to the Impugned Order passed by the 3rd Respondent vide Pa.Mu.No. 1181/2025/A4 dated 18.06.2026 and quash the same as illegal.

For Petitioner	: Mr.S. Anbuchezhian
For R1 to R4	: Mr.M.Mahaboob Athiff, Counsel for State

ORDER

The present Writ Petition has been filed challenging the order dated 18.06.2026 passed by the third respondent cancelling the sale deed.

2. By consent, the Writ Petition is taken up for final disposal at the admission stage itself. Since no adverse order is going to be passed, notice to the respondents 5 and 6 is dispensed with.



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3. The learned counsel appearing for the petitioner submitted that the petitioner is the elder sister of the family. The petitioner's mother/the fifth respondent, had settled several properties in favour of the sixth respondent, who is the petitioner's younger brother. Only one property was settled in favour of the petitioner under Settlement Deed No. 708 of 2024, dated 12.12.2024. It was submitted that, after the death of the petitioner's father, the petitioner had been taking care of his mother and younger sister and had been regularly paying maintenance to them whenever required. Apart from that, the petitioner had also obtained medical insurance policies in the names of his mother and his younger sister, who is a divorcee and was residing with the fifth respondent.

4. According to the petitioner, at the instigation of the sixth respondent, the fifth respondent lodged a false complaint before the second respondent seeking cancellation of the settlement deed. Pursuant thereto, the second respondent cancelled the settlement deed vide its order dated 18.06.2026. Challenging the same, the present writ petition has been filed before this Court.



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5. The learned counsel for the petitioner further submitted that, as per the conditions contained in Settlement Deed No. 708 of 2024, the petitioner was required to take care of his mother during her lifetime. The petitioner has been regularly paying monthly maintenance and providing all necessary facilities to his mother. Therefore, the cancellation of the settlement deed by the second respondent is unsustainable.

6. The learned counsel for the petitioner further relied upon the decision of this Court in *Sasikala v. Revenue Divisional Officer*, reported in 2022 (7) MLJ 1, contending that once a settlement deed has been executed, it cannot be cancelled except in accordance with law.

7. Per contra, the learned Counsel for the State appearing for the official respondents submitted that the settlement deed executed by the fifth respondent in favour of the petitioner contains a specific condition requiring the petitioner to take care of the fifth respondent and his younger sister, Usha. The settlement deed itself was executed subject to the said condition. It was further submitted that the petitioner acted contrary to the condition by refusing to take



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care of the fifth respondent and by retaining her vehicle and jewellery. Therefore, the fifth respondent lodged a complaint before the competent authority and the third respondent, after appreciating the terms and conditions of the settlement deed, rightly cancelled the settlement.

8. The learned Counsel for the State also relied upon the decision of the Hon'ble Supreme Court of India in *Urmila Dixit v. Sunil Sharan Dixit*, reported in 2025 (2) SCC 787, wherein it was held that if a transfer is made subject to a condition and the transferee fails to fulfil the undertaking, proceeding under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 is maintainable, particularly where there is a breakdown in the relationship between the parties. Under Section 23 of the Act, where a transfer is made subject to the condition that the transferee shall provide the transferor with basic amenities and basic physical needs and the transferee refuses or fails to provide such amenities and physical needs, the competent authority is empowered to declare the transfer void and cancel the settlement deed. Accordingly, the respondents prayed for dismissal of the writ petition.



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9. This Court has carefully considered the submissions made on either side and perused the materials available on record.

10. Admittedly, the settlement deed executed by the fifth respondent in favour of the petitioner contains a specific condition requiring the petitioner to maintain and take care of the fifth respondent during her lifetime. The respondents have taken a categorical stand that the petitioner failed to comply with the said condition by refusing to maintain the fifth respondent and by retaining her vehicle and jewellery. The rival contentions involve disputed questions of fact as to whether the petitioner has complied with the conditions incorporated in the settlement deed.

11. In the present case, the respondents have invoked the provisions of Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The Hon'ble Supreme Court, in ***Urmila Dixit*** case, has categorically held as follows:

“21. Furthermore, in Sudesh (supra) for attracting the application of Section 23(1), the following essentials were expounded:



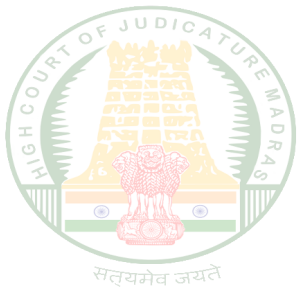
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(a) *The transfer must have been made subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor; and*

(b) *The transferee refuses or fails to provide such amenities and physical needs to the transferor.*

22. *Adverting to the facts at hand, we find that there are two documents on record. One, a promissory note dated 07.09.2019 which records that the promisor (Respondent) shall serve the Appellant and her husband till the end of their life, and in the absence of him fulfilling such obligation, the subsequent deed can be taken back by the Appellant. Second, the Gift Deed dated 07.09.2019 also records a similar condition, i.e. the donee maintains the donor, and the former makes all necessary provisions for the peaceful life of the Appellant-donor. Both these documents were signed simultaneously.*

23. *The Appellant has submitted before us that such an undertaking stands grossly unfulfilled, and in her petition under Section 23, it has been averred that there is a breakdown of peaceful relations inter se the parties. In such a situation, the two conditions mentioned in Sudesh (supra) must be appropriately interpreted to further the beneficial nature of the legislation and not strictly which would render otiose the intent of the legislature. Therefore, the Single Judge of the High Court and the tribunals below had rightly held the Gift Deed to be cancelled since the conditions for the well-being of the senior citizens were not complied with. We are unable to*



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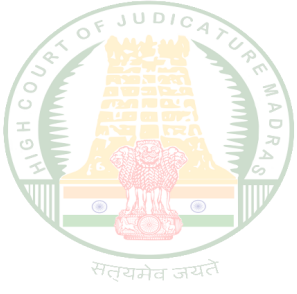
12. Therefore, as the competent authority, upon consideration of the materials placed before it, has recorded that the transferee has failed to fulfil the conditions stipulated in the settlement deed, this Court finds no ground to interfere with the order passed by the third respondent.

13. Accordingly, this writ petition stands dismissed with a direction to the third respondent to issue appropriate directions to the law enforcement agency to secure the vehicle retained by the petitioner and hand over the same to the fifth respondent, in accordance with law. Consequently, the fourth respondent is directed to make necessary corrections in the revenue records pursuant to the order passed by the third respondent. No costs. Consequently, the connected miscellaneous petitions are closed.

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NCC : Yes / No
Index : Yes / No
Internet : Yes
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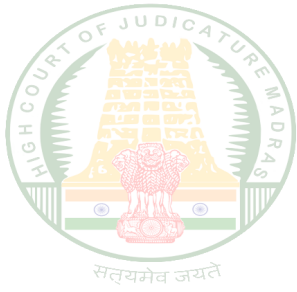


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M.DHANDAPANI,J.

PKN

**ORDER MADE IN
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