

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CR No. 8825 of 2014 (O&M)
Date of decision: 27.11.2015**

Jai Singh

... Petitioner

versus

Sarabjit Singh and another

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Mahavir Sandhu, Advocate, for the petitioner.

Mr. N.S. Bhinder, Advocate for respondent No.1.

Mr. Sandeep Lather, Advocate for

Mr. Vishvanath Sharma, Advocate for respondent No.2.

K.Kannan, J.

CM No. 18255-CII-2015

CM is allowed.

Amended memo of parties is taken on record.

Main case

The disgruntled father sought to resile from the settlement made already on 12.03.2008 in favour of the sons expecting that the sons will take care and instituted the suit to set aside the settlement. The petition for rejection of the plaint was filed stating that the suit was barred by limitation. The application was ordered. There is also an objection regarding the frame of suit as regards the Court fee. The petition for rejection was allowed. The appeal filed by the plaintiff was dismissed. The revision petition has been filed by the plaintiff.

I have gone through the recitals of the settlement deed.

“My above named sons are continuing to provide services to me till now and I am very happy with their services and I want to dispose of my above mentioned land so that after my death no dispute shall taken place between my heirs.”

The settlement deed is sought to be cancelled on the ground that the sons are not maintaining him as expected of them. The suit is nor merely barred by limitation but it is also barred by law. The Transfer of Property Act itself stipulates that revocation of a gift which is styled as a settlement cannot be effective if the revocation is made to depend on the Will of the settler himself. The father who expects the son to maintain him who makes an absolute gift gets no right to revoke it under Section 126 of the Transfer of Property Act. The expectation of the father that the son shall maintain him is but a pious wish and any breach on the part of the son can not vitiate the gift or afford to the settlor any right to revoke the settlement. Indeed, the gift itself does not contain any recital that the transfer was being made on consideration for maintenance to be provided by the settlee.

The rejection was correct and there is no scope for revision.

(K.KANNAN)
JUDGE

27.11.2015

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