



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 21.11.2019

Pronounced on: 03.12.2019

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Coram::

The Honourable Dr. Justice G. Jayachandran

Writ Petition No.27277 of 2019
& W.M.P.Nos.26701 of 2019

1. Mrs.V.Devika Rani @ V.R.Dhevika,
W/o.Late. Kamalakannan,
No.315, 38th Street,
TVS Avenue, 5th Sector,
West Anna Nagar,
Chennai - 600 101.

2. K.Venkatraman @ E.K.Venkatram,
S/o.Late. Kamalakannan,
No.315, 38th Street,
TVS Avenue, 5th Sector,
West Anna Nagar,
Chennai - 600 101.

3. Mrs.K.Alamelu Mangai,
W/o.K.Suresh,
D/o.Late Kamalakannan,
No.151, 9th Cross Street,
Defence Colony, Guduvancheery,
Chennai - 603 202.

... Petitioners

/versus/

1. R.Varadarajulu,
S/o.G.Raghavaiya,
Residing at No.2/11, Subbarayan 4th Lane,
4th Street, Nammalwarpet,
Chennai - 600 012.

2. Thulasi Ammal,
W/o.R.Varadharajulu,
Residing at No.2/11,
Subbarayan 4th Lane,
4th Street, Nammalwarpet,
Chennai - 600 012.

3. Shri Ram City Union Finance Ltd.,
Rep. by its Managing Director,
Having Office at No.123, Angappan Naicken Street,
Chennai - 600 001.



4. The Sub-Registrar,
Purasawalkam,
Chennai - 600 007.

.... Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, to issue Writ of Declaration, declaring that the document of cancellation of settlement deed bearing No.1938/2016 and dated 21.04.2016 on the file of the 4th respondent is null and void and non-est in law.

For Petitioner : Mr.R.Srinivas

For R1 & R2 : Mr.M.L.Ramesh,
for S.Manimaran

For R3 : Mr.K.V.Anantha Krishnan

For R4 : Mr.T.M.Pappiah,
Special Government Pleader

O R D E R

Heard the Learned Counsel for the Petitioner and the Learned Counsel for the Respondents.

2. The Petitioners 1 to 3 are the mother, son and daughter respectively. The 1st and 2nd respondents are husband and wife. 1st respondent is the father of the petitioner. The 1st respondent, on 09.04.2012 executed a settlement deed in favour of the 2nd and 3rd petitioners reserving the life interest with the 1st respondent, 2nd respondent and the 1st petitioner. The deed was duly registered at the Sub-Registrar office, Purasawakkam, Chennai. The deed of settlement was in praesenti vesting the title with the 2nd and 3rd petitioners, postponing the enjoyment till the life of the executor (Respondent-1), his wife (Respondent-2) and daughter (Petitioner-1). While so, the 1st respondent without the knowledge of the settlee and the 1st petitioner, who is one of the life interest holder had cancelled the settlement deed on 21.04.2016 and got the unilateral settlement deed registered at the Sub-Registrar Office, Purasawakkam. Thereafter, the 1st respondent had mortgaged the property with the 3rd respondent/Shri Ram City Union Finance Ltd., and raised loan. When the petitioners came to know about the unilateral cancellation of the settlement deed, issued notice to the 1st respondent to revoke the cancellation deed and also send a representation dated 10.08.2019 to the 4th Respondent/Sub-Registrar, Purasawakkam, to cancel the unilateral cancellation deed. Since the respondents have not come forward to revoke the cancellation deed dated 21.04.2016, the present Writ Petition is filed to declare, the cancellation deed bearing Registration Number.1938 of 2016, dated 21.04.2016 on the file



of 4th respondent/Sub Registrar as null and void.

3. The Learned Counsel appearing for the petitioners submitted that, the subject property though stood in the name of the 1st respondent, it was developed from and out of the money contributed by the 1st petitioner. The petitioner husband, who was employed in the Provident Fund Office, died in a road accident on 12.06.1988. On compassionate ground, she was given employment. The accident compensation received by her and the sale proceeds of her husband share in his family property was given to the 1st respondent to develop the property. In addition her monthly salary was also given to the 1st respondent who was maintaining and managing her family after the demise of her husband. The petitioners were living in the subject property from 1988, till the 1st petitioner was allotted Official quarters at Anna Nagar in the year 2008. Only from her contribution, the property was developed and same is mentioned in the recital of the settlement deed. The parties to the gift deed were conscious of its recital and accepted the gift in praesenti. They were in fact physically in occupation of the property along with the settler during and after the deed. Gift of immovable property reserving life interest in property by the donor is valid. Delivery of possession to donor is not an essential condition for gift. Therefore, registration of unilateral cancellation of registered settlement deed is against public policy. A gift deed could not be revoked by way of cancellation deed, once the case did not fall within the exceptions under Section 126 of the Transfer of property Act.

4. To buttress his submission, the Learned Counsel for the Petitioners rely upon the following judgments:-

1) E.R.Kalaivan Vs.The Inspector General of Registration, Santhome High Road and another reported in 2009 (4) CTC 618.

2) Renikuntla Rajamma Vs. K.Sarwanamma reported in 2014 (9) SCC 445.

3). C.R. Gandhi and others Vs. The Inspector General of Registration and others reported in 2014 SCC Online Mad 3590.

4). D.V.Loganathan -vs- The Sub-Registrar, Pallavaram reported in 2014(3) CTC 113.

5. Per contra, the 1st and 2nd respondents, in their counter has stated that, the property is the absolute property of the 1st respondent. The 1st petitioner is the daughter of the 1st respondent. After the death of her husband, the 1st petitioner and her family was permitted to reside in the subject property along with the 1st respondent. He settled the property without any money consideration. The possession of the property was not parted to the petitioners. Therefore, the said settlement deed was not acted upon. The settlement deed was a



conditional deed. Though the nomenclature of the deed dated 09.04.2012 describes it as settlement deed, in fact, it is only a Will reserving the right of possession and enjoyment till his life and his wife and 1st petitioner life time. At the time of executing the said document he instructed his scribe only to write a Will, however the scribe had made it a settlement deed and registered the same.

6. According to the Learned Counsel for the 1st and 2nd respondents, the said deed executed in favour of the 2nd and 3rd petitioners is not at all a settlement deed unconditional or irrevocable. The deed with conditional transfer was revoked by the executants stating that, the settlee failed to satisfy the condition. The property was developed by the 1st respondent from his own source. The 1st respondent availed loan from the 3rd respondent mortgaging the subject property, and later duly redeemed the mortgage. The very fact that the 1st respondent is in possession of the subject property and the original title deed with him with right to deal the property independently as his own property creating charge over the property even after the Registration of the settlement deed in the year 2012, establishes that the settlement deed not acted upon and the second and third petitioners never taken possession of the property either physically or symbolically.

7. The first respondent executed the deed in the year 2012 with the hope that the petitioners will take care of him and his wife (second respondent). But soon after the settlement deed, the petitioners started behaving indifferently forcing the respondents to revoke the settlement deed. To meet out his medical expenses, he was forced to mortgage the property with the 3rd respondent/Shri Ram City Union Finance Ltd., since the petitioners refused to meet the expenses. Having failed to fulfil the condition of the settlement deed, the 4th respondent has every right to unilaterally cancel the earlier settlement deed. Being a senior citizen, the 1st and 2nd respondents are protected under the Maintenance and Welfare and Parents and Senior Citizen Protection Act, 2007. The law as well as judgements of this Court has clarified the powers of the registering authorities in respect of registering unilateral cancellation deed documents. Any settlement deed wherein, certain condition has been imposed on the settlee, and if an unilateral revocation/cancellation of such settlement deed is executed by the settler clearly stating that settlee has not fulfilled conditions imposed in the settlement deed, the same can be registered after ensuring that said conditions were specifically mentioned in the said settlement deed. Following the pronouncement of Courts, Inspector of Registration, have also issued circulars giving instruction to the Registering Authorities in the state when unilateral cancellation of deed can be entertained. In this case, the property was settled in the name of the petitioners with the hope that, they will maintain the 1st and 2nd respondents. Later, when the plaintiffs failed to maintain the respondents, pointing the breach of the



condition, the settlement deed was cancelled. So, the said revocation deed is valid in law.

8. The Learned Counsel for the Private respondents would submit that, it is not the case of the petitioners that, the revocation of the Settlement deed was done fraudulently or at instigation of some third parties misleading the 1st respondent. In fact, after revocation of the settlement deed on his own violation, the 1st respondent is retaining the title and possession of the property for himself and has not conveyed to any third party. This Will show that, the reason for revoking the settlement is for valid and genuine reason, namely failure of gift condition and nothing else. Immediately, after cancellation, the petitioners were informed about it and they also accepted it without any protest since they are aware that the documents though registered as settlement deed, it has the trappings of will and could be revoked any time, more so, if the condition is breached. The Registering Authority being satisfied with the reasoning for cancellation accepted and have registered the cancellation deed. While so, the present Writ Petition filed, after lapse of three years is not maintainable. If at, all the petitioner is aggrieved by the duly registered cancellation deed dated 21.04.2016, they have to approach the Civil Court for adjudication of their right.

9. The learned counsel for the respondents 1 and 2, to buttress his submission rely upon the following judgments.

1) B.N.Ananthachary and another Vs. P.K.Mohan Ram and others reported in 2001 (2) MLJ 270.

2) S.Sarojini Amma Vs. Velayudhan Pillai Sreekumar reported in 2018 (6) CTC 108 (SC).

10. The 3rd respondent/Shri Ram City Union Ltd, which has advanced loan to the 1st respondent on mortgage of the subject property, has filed counter stating that, one Mrs.Gouri availed loan of Rs.15 lakhs from the 3rd respondent/Finance company, on 30.04.2018. To secure the loan amount her father R.Varatharajulu (the first respondent) offered his immovable property which is the subject matter of this Writ Petition. A simple mortgage deed in respect of the property bearing Old Door No.11, New No. 2, Subbaraya Chetty 4th Lane, Nammalarwarpet, Chennai was executed on 30.04.2018 and same was registered before the SRO, Purasawakkam (4th respondent). Though, the loan tenure was 60 months, Mrs.Gouri, prematurely foreclosed the loan on 26.08.2019 by paying the entire due of Rs.14,94,110/-. Therefore, the 3rd respondent/ Finance Company has issued discharge receipt and same has been registered as document No.5507 of 2019 on 16.09.2019. Hence, the 3rd respondent is not a necessary party in this writ petition.



11. The 4th respondent, Sub-Registrar, Purasaiwakkam, whose action of registering the cancellation deed under challenge has filed counter affidavit, wherein he has stated that, the document presented by the 1st respondent viz., unilateral cancellation of the settlement deed was accepted for registration based on the judgment of the High Court rendered in S.M.Syed Mohammed Buhari Vs. The Sub-Registrar, (District Registrar Cadre) Triplicane, Chennai reported in CDJ 2011 MHC 6273. This judgment has distinguished the Full Bench Judgment of the Madras High Court rendered in M/s.Latif Estate Line India Ltd Vs. Hadeeja Ammal and others, which was rendered in respect of sale deed. Whereas, the case in hand being a settlement deed which stand on a different footing. Hence, the recourse to the petitioners is to file Civil Suit to get discredit the deed of cancellation of settlement. Writ petition is not maintainable.

12. To support his submission, the Learned Special Government Pleader for the 4th respondent, has furnished a copy of the circular of the Inspector General of Registration, dated 29.11.2018, wherein, he has referred judicial pronouncements regarding validity of unilateral cancellation of settlement deeds by the settler and given the below instruction as clarification to the registering authorities :-

a). Any settlement deed wherein no condition whatsoever has been imposed on the settlee, and if an unilateral revocation/cancellation of such settlement deed executed by the settler is presented for registration, registering officers shall not accept such unilateral revocation/cancellation deeds for registration and check slip shall be issued in this regard.

b). Such revocation deeds can be accepted for registration only if settlee has joined in execution and registration of the revocation deed.

c). Any settlement deed wherein certain condition has been imposed on the settlee, and if an unilateral revocation/cancellation of such settlement deed is executed by the settler clearly stating that settlee has not fulfilled certain conditions imposed in the settlement deed, the same can be registered after ensuring that said conditions were specifically mentioned in the said settlement deed.

13. Before advertng to the facts as found in the respective pleadings and citations, it is essential to extract certain provisions of law relating to Transfer of



Property through an instrument of settlement, its registration and suspension/revocation of such registered instrument.

Section 2(b) of the Specific Relief Act, defines "Settlement" means an instrument (other than a will or codicil as defined by the Indian Succession Act, 1925), whereby the destination or devolution of successive interests in movable or immovable property is disposed of or is agreed to be disposed of.

Section 6 of the Transfer of property Act says, "property of any kind may be transferred, except as otherwise provided by this Act or by any other law for the time being in force." In this section, the list of properties or right which could not be transferred are mentioned.

Section 8 of the Transfer of Property Act, which deals with effect of transfer say, "unless a different intention is expressed or necessarily implied, a transfer of property passes forthwith to the transferee all the interest which the transferor is then capable of passing in the property, and in the legal incidents thereof." What are the legal incidents is mentioned in the later part of this section.

Section 25 of the Transfer of Property Act under the caption conditional transfer, illustrates when an interest created on a transfer of property and dependent upon a condition fail.

Chapter VII of the Transfer of Property Act deals about "Gift". While Section 122 defines gift, Section 123 tell the procedure how a gift can be effected. Section 126 deals with when gift may be suspended or revoked.

14. The substance of these three Sections namely 122, 123 and 126 is that, Gift is a transfer of property made voluntarily and without consideration, by one person called donor, to another person called donee, and accepted by or on behalf of the donee. For the purpose of making a gift of a immovable property, the transfer must be effected by a registered instrument signed by or on behalf of the donor, and attested by at least two witnesses. Any such gift of immovable property duly registered can be suspended or revoked subject to the satisfaction of event mentioned in this section and not otherwise.

15. The Section 126 of the Transfer of Property Act, reads as below:-

126. When gift may be suspended or revoked.—The donor and donee may agree that on the happening of any specified event which does not depend on the will of the donor a gift shall be suspended or revoked; but a gift which the parties agree shall be revocable wholly or in part, at the mere



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will of the donor, is void wholly or in part, as the case may be. A gift may also be revoked in any of the cases (save want or failure of consideration) in which, if it were a contract, it might be rescinded. Save as aforesaid, a gift cannot be revoked. Nothing contained in this section shall be deemed to affect the rights of transferees for consideration without notice.

16. When we look at the Indian Registration Act, section 17(1)(a) says instruments of gift of immovable property has to be registered compulsorily. Therefore, no one can have doubt about the legal position that a gift of immovable property can be effected only by a registered document. The general rule is no gift deed can be revoked, the exceptions are set out in Section 126 of the Transfer of property Act. In all other cases, any person against whom a written instruments is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding may cause him serious injury, may sue to have it adjudged void or voidable, and the court may, in its discretion, so adjudge it and order it to be delivered up and cancelled as per section 31(1) of the Specific Relief Act, 1963.

17. In Latif Estate Line India Ltd, rep by its Managing Director Vs. Hadeeja Ammal and 2 others and Habib Abdul Latif and another Vs. Syeda Aamina Raheem, Rep by its Power Agent and another (2011 (2) CTC 1), the validity of unilateral cancellation of sale deed came up for consideration before this Court by way of reference to the Full Bench in view of conflicting decisions.

The following questions formulated by the Bench:

(i) Whether cancellation of a registration of a registered sale deed of a immovable property having valuation of more than one hundred rupees can be registered either under Sections 17 or 18 or any other provision of the Registration Act?

(ii) Whether for such cancellation of a registered sale deed, signature of person claiming under the document for sale of property is required to sign the document, if no such stipulation is made under the Act? And

(iii) Whether the decisions of the single Judge dated 10.2.2009 made in W.P.No.8567 of 2008 and the Division Bench dated 1.4.2009 made in W.A.No.194 of 2009 amount to amending the provisions of the Registration Act and the Rules framed thereunder, by inserting a clause for extinguishing right, title or interest of a person on an immovable property of value



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more than Rs.100/- in a manner not prescribed under the Rules.?

18. After giving anxious consideration on the question raised the Full Court came to the following conclusion:-

(i) A deed of cancellation of a sale unilaterally executed by the transferor does not create, assign, limit or extinguish any right, title or interest in the property and is of no effect. Such a document does not create any encumbrance in the property already transferred. Hence such a deed of cancellation cannot be accepted for registration.

(ii) Once title to the property is vested in the transferee by the sale of the property, it cannot be divested unto the transferor by execution and registration of a deed of cancellation even with the consent of the parties. The proper course would be to re-convey the property by a deed of conveyance by the transferee in favour of the transferor.

(iii) Where a transfer is effected by way of sale with the condition that title will pass on payment of consideration, and such intention is clear from the recital in the deed, then such instrument or sale can be cancelled by a deed of cancellation with the consent of both the parties on the ground of non-payment of consideration. The reason is that in such a sale deed, admittedly, the title remained with the transferor.

(iv) In other cases, a complete and absolute sale can be cancelled at the instance of the transferor only by taking recourse to the Civil Court by obtaining a decree of cancellation of sale deed on the ground inter alia of fraud or any other valid reasons.

19. Later when the question of the validity of unilateral cancellation of settlement deed came up for consideration, Judges of this Court followed the dicta laid by in M/s.Latif Estate Line India Ltd, case cited supra and held that registration of deed of cancellation cannot sustain in law, being against public policy.

20. Particularly, in D.Mohan Vs. Sub-Registrar (MANU/TN/1056/2012), when the power of the Sub-Registrar registering the cancellation of settlement deed unilaterally without the consent of the done came for consideration, the Learned Judge has answered in negative relying upon the judgment of Hon'ble Supreme Court in Asokan Vs. Lakshmikutty and others



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(MANU/SC/0104/2008: 2007 (13) SCC 210) which was pleased to lay down the Principle as under:

30. Once a gift is complete, the same cannot be rescinded. For any reason whatsoever, the subsequent conduct of a donee cannot be a ground for rescission of a valid gift.

25. This contention of the Learned Senior Counsel for the petitioner cannot be considered at this stage, as this Court is not to go into the question, as to whether the gift deed was rightly revoked or not, as it can be determined in the Civil Court. It is for the parties to challenge the settlement deed in the Civil Court.

26. The only question to be determined in this case is:

Whether the Sub-Registrar could register the cancellation deed unilaterally without the consent of the petitioner.

The answer is in the negative.

21. In the Sarojini ammal case cited supra and relied by the Learned Counsel for the 1st respondent, the Hon'ble Supreme court while dealing the Civil Appeal arising from the dismissal of the Second Appeal by the High Court of Kerala, had dealt the question whether the document styled as gift deed but actually executed for consideration, part of which has been paid and the balance promised to be paid, can be treated as formal document or instrument of gift. The following passage of that judgment will show that the said case not only factually different but also it was after the trial of disputed facts by the civil courts below.

14. Gift means to transfer certain existing moveable or immovable property voluntarily and without consideration by one person called the donor to another called the donee and accepted by or on behalf of the donee as held by the Supreme Court in Naramadaben Maganlal Thakker Vs. Pranivandas Maganlal Thakker and Others, 1997 (2) SCC 255. As further held by this Court in Naramadaben Maganlal Thakker (supra), "It would be clear that the execution of a registered Gift deed, acceptance of the gift and delivery of the property together make the Gift complete. Thereafter, the donor is divested of his title and the donee becomes absolute owner of the property."



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15. A conditional gift with no recital of acceptance and no evidence in proof of acceptance, where possession remains with the donor as long as he is alive, does not become complete during lifetime of the donor. When a Gift is incomplete and title remains with the donor the deed of gift might be cancelled.

16. In Reninkuntla Rajamma Vs. K. Sarwanamma, 2014 (9) SCC 445, a Hindu woman executed a registered gift deed of immovable property reserving to herself the right to retain possession and to receive rent of the property during her lifetime. The gift was accepted by the donee but later revoked.

17. In Reninkuntla Rajamma (supra), this Court held that the fact that the donor had reserved the right to enjoy the property during her lifetime did not affect the validity of the Deed. The Court held that a gift made by registered instrument duly executed by or on behalf of the donor and attested by at least two witnesses is valid, if the same is accepted by or on behalf of the donee. Such acceptance must, however, be made during the lifetime of the donor and while he is still capable of making an acceptance.

18. We are in agreement with the decision of this Court in Reninkuntla Rajamma (supra) that there is no provision in law that ownership in property cannot be gifted without transfer of possession of such property. However, the conditions precedent of a gift as defined in Section 122 of the Transfer of Property Act must be satisfied. A gift is transfer of property without consideration. Moreover, a conditional gift only becomes complete on compliance of the conditions in the deed.

19. In the instant case, admittedly, the deed of transfer was executed for consideration and was in any case conditional subject to the condition that the donee would look after the petitioner and her husband and subject to the condition that the gift would take effect after the death of the donor. We are thus constrained to hold that there was no completed gift of the property in question by the appellant to the respondent and the appellant was within her right in cancelling the deed. The judgment and order of the High Court cannot, therefore, be sustained.



22. In B.N. Ananthachary case cited supra and relied by the 1st respondent counsel, which is yet another judgment in the civil proceedings rendered by the Madras High Court in Second Appeal 1090 of 1983 arising from the suit for declaration and partition based on a settlement deed. Court scrutinised the deed and from the recital of the deed it has tested whether the deed constitutes a will or settlement substance. In the said context, the Learned Judge on formulating one of the substantial questions of law as to whether the deed styled as settlement is actually a will having regard to the provisions contained therein, has observed that,

"From the recitals extracted above from the said document it is clear that the property mentioned therein should be enjoyed by the executant and the beneficiaries under the said document without any right of alienation, and after his lifetime, the beneficiaries Will acquire absolute right in respect of their property, and they have to sell the property for the purpose of doing some sevas in the temple. It is also stated that if anybody among the 16 persons died before selling the property, the remaining persons can sell the property. But, it is not stated therein that the legal representatives of the deceased have also to be included for the purpose of selling the said property. This Will clearly establish that there is no absolute instant disposition and transfer of interest in praesenti in favour of the beneficiaries under the said document."

23. Now if we read the recital of the settlement deed executed by the 1st respondent in favour of the 2nd and 3rd petitioners, we find that the property is settled in favour of them postponing the management and enjoyment of the property and effecting name transfer of the property till the life time of the donor, his wife and daughter. Having reserved the life interest with him and others, he has stated that after the life interest holders demise, the donee's can take the absolute possession of the property. In the settlement deed, the donor acknowledges the contribution of the 1st petitioner (mother of the donees) in developing the property and has expressed his expectation that the donees will take care of him during his life time. The 1st respondent has also mentioned how the property to be shared between the second and third petitioners, if they decide to sell it after the demise of all the life interest holders. This Court find no specific condition attached to the settlement.

24. On scrutiny of the cancellation deed, dated 21/04/2016, the reason for cancellation is spelt out as below:-



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Whereas the Settlees did not comply the condition of the Settlement Deed and even though having the life interest of the Settlor and his wife the Settlees did not take care and maintain the Settlor after execution of the abovesaid Settlement Deed in their favour.

Whereas the physical possession of the property has not been handed over to the Settlees and the Settlees have not taken over the possession. The physical possession of the property is with the Settlor. Since the Settlement Deed registered as document No.1435 of 2012, dated 09.04.2012, in the office of the Sub-Registrar, Purasawakkam HAS NOT BEEN ACTED UPON TILL DATE.

25. The 1st respondent/R.Varadarajulu, has registered the instrument styled as settlement and later cancelled it as settlement deed. For the first time, in the counter, he pleads that his intention was only to write a Will, but the scribe mislead him and executed document styled as settlement. He contends that, though the nomenclature is settlement deed, in substance it is only a will.

26. This new contention is contrary to the recital in the registered document. Further, these are all facts which cannot be unilaterally decided by the executant. The Registering Authority also cannot presume such facts and proceed to register the cancellation deed contrary to Section 126 of the Transfer of Property Act. The remedy for the donor is to invoke the right under Section 31 of the Specific Relief Act or resort to Maintenance and Welfare of Parents and Senior Citizenship Act, 2007. Unilateral cancellation of the duly registered settlement deed is against public policy and contrary to law.

27. In this Writ Petition, the right of the donor to unilaterally cancel the settlement deed is challenged. In the light of the given facts, the power of the Registrar to accept such deed and registering it alone is considered and answered. This Court has extracted the recitals of the settlement deed dated 09.04.2012 and the unilateral cancellation deed dated 21.04.2016 for the purpose of better understanding and for completion of narration of facts. It is made clear that any observations made in this regard should not be taken as the foreclosure of the 1st respondent/ R.Varadarajulu, right to revisit the Settlement deed. It is open to the 1st respondent to revoke or cancel the settlement deed in accordance with law either by invoking Section 31 of the Specific Relief Act or the provisions of the Maintenance and Welfare of Parents and Senior Citizenship Act, 2007.

28. In the result, the Writ Petition is Allowed. The document of cancellation of settlement deed dated 21.04.2016 is



against the public policy and contrary to law. Hence, non-est in the eye of law. As a result, it is declared as null and void. No order as to costs. Consequently, connected Miscellaneous Petitions are closed.

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Sd/-

Assistant Registrar (CS-VIII)

//True Copy//

Sub Assistant Registrar

bsm

To,

The Sub-Registrar,
Purasawalkam,
Chennai - 600 007.

+1cc to Mr.K.V.Anantha Krishnan, Advocate, S.R.No. 101782
+1cc to Mr.R.Srinivas, Advocate, S.R.No. 101705
+1cc to Mr.S.Manimaran, Advocate, S.R.No. 101081
+1cc to the Government Pleader, S.R.No. 101638

Writ Petition No.27277 of 2019

PM(CO)
GN(22/01/2020)