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W.P.No.32738 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.09.2024

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.32738 of 2022

and

W.M.P.Nos.32124, 32129 and 32131 of 2022
& 2832 and 2833 of 2024

S.Subramanian

... Petitioner

-Vs-

1. The District Collector,
Collectorate Building,
Coimbatore – 641 018.

2. The Revenue Divisional Officer,
Coimbatore North,
Koundampalayam, Coimbatore.

3. S.Angathal

... Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India praying for the issuance of a Writ of Certiorari, calling for the records pertaining to the orders dated 25.05.2022 in Pa.Mu.No.2700/2021/A1 on the file of the 2nd respondent herein and consequently the order dated 09.11.2022 in Na.Ka.No. 76590/2022/Vu 2 on the file of the 1st respondent and quash the same.

For Petitioner	: Mr.C.R.Prasanan
For R1 and R2	: Mr.V.Manoharan
	Additional Government Pleader
For R3	: Mr.N.Manokaran



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ORDER

This writ petition has been filed challenging the order passed by the second respondent dated 25.05.2022, thereby allowed the complaint lodged by the third respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (herein after called as "the Act") and the order dated 19.11.2022 passed by the first respondent, thereby confirmed the order passed by the second respondent and dismissed the appeal filed by the petitioner.

2. Heard both sides and perused the materials available on record.

3. The petitioner is the son of the third respondent. The third respondent got married to Senniappan and gave birth to one son and one daughter. After the birth of the petitioner, when he was four years old, the husband of the third respondent died on 22.07.1991. According to the petitioner, he had purchased land comprised in S.F.Nos.319/1A, 344 ad-measuring 65 cents and 3.26 ½ acres in Vellanaipatti Village, out of his own funds from the rents received from the superstructure put up by utilizing the funds of his wife by the registered sale deed dated 09.07.2018 vide Document No.4826 of 2018 in the



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name of his mother viz., the third respondent. Thereafter, on 19.04.2021, by the registered settlement deed, 50% of the said property was settled in favour of the petitioner. Subsequently, the third respondent lodged a complaint under Section 23 of the Act before the second respondent, on the ground that the petitioner failed to maintain her and sought for cancellation of the settlement deed executed in favour of the petitioner. Thereafter, the petitioner filed a suit in O.S.No.699 of 2021 on the file of the I Additional District Munsif Court, Coimbatore as against the third respondent for permanent injunction restraining her from interfering with the peaceful possession and enjoyment of the property which was settled in favour of the petitioner. Subsequently, the petitioner also filed another suit in O.S.No.673 of 2021, on the file of the IV Additional District Munsif Court, Coimbatore for declaration declaring that the subject property belongs to the petitioner and also sought for permanent injunction as against the third respondent. Both the suits are pending for adjudication.

4. After enquiry, the second respondent allowed the complaint lodged by the third respondent and cancelled the settlement deed executed in favour of the petitioner and directed the revenue authorities to mutate the revenue records in favour of the third respondent. Aggrieved by the same, the petitioner



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preferred an appeal before the first respondent and the same was also dismissed, confirming the order passed by the second respondent. The first respondent also directed not to harass and torture the third respondent, failing which, he will be imprisoned for a period of three months under Section 24 of the Act.

5. The learned counsel for the petitioner would submit that after filing the suit, the third respondent lodged a complaint under Section 23 of the Act. The complaint itself is not maintainable, since in order to maintain the complaint under Section 23 of the Act, the settlement should be executed after commencement of the Act and there must be a specific clause that the settlement deed has been executed on condition that the settlee should maintain the settlor. As per the settlement deed, there is no such recital and as such, it is not maintainable and the second respondent ought not to have entertained the complaint under the Act. In support of his contention, he relied upon several Judgments of this Court as well as the Hon'ble Supreme Court of India.



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6. He further submitted that the third respondent has absolutely no source of income. The entire sale consideration was paid by the petitioner to the vendor. He also produced statements showing the amounts paid to the third respondent by way of cash, transfer and by way of cheques from the year 2007. In fact, at the time of registration, the petitioner borrowed a sum of Rs.2 Lakhs from the vendor for registration expenses such as stamp duty and registration fees.

7. On several occasions, she was admitted into the hospital for fracture of her shoulder and attempted to commit suicide by consuming pesticides, for which the petitioner had spent huge money for her medical expenses. Finally, she had consumed sleeping pills at a time more than the limit and got admitted into the hospital. The petitioner and his wife had taken care of her in the hospital through her treatment. In fact, insofar as the other properties are concerned, his sister had executed a release deed in favour of the petitioner, thereby relinquished her right. Simultaneously, the third respondent had also executed a release deed in favour of the petitioner in respect of her share. Immediately after cancellation of the settlement deed, the third respondent had sold the subject property in favour of her own brother for meager sale



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consideration viz., half of the sale consideration which was paid to the vendor while purchasing the subject property. Only due to ill advise of the third respondent's brother viz., the paternal uncle of the petitioner, the third respondent lodged a complaint with false allegations.

8. The petitioner is doing transport business and earned money and the said hard earned money was transferred in favour of the third respondent in order to purchase the subject property. The third respondent did not even spend any money for purchase of the subject property. Due to love and affection, the petitioner had purchased the subject property in the name of the third respondent.

9. Per contra, the third respondent filed counter and the submissions made by the learned counsel for the third respondent revealed that the third respondent, after her marriage gave birth to the petitioner and a daughter. When the petitioner was aged about four years, the husband of the third respondent died on 22.07.1991. Thereafter, the third respondent on her sole struggle, managed to grow her children by parting education and to lead a decent life from her income. The father-in-law of the third respondent owned property and



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after the demise of her father-in-law and her husband, the third respondent and her daughter also have their respective shares in the ancestral property. On compulsion, the petitioner managed to obtain release deed from the third respondent and his sister, thereby relinquished their rights in respect of their shares in favour of the petitioner. The petitioner also subjected the third respondent to unbearable torture and humiliation. From the income of the third respondent, she had savings to the tune of Rs.19,38,000/-. After knowing the said fact, the petitioner tortured her to get some money. In order to save the said money, the third respondent had purchased the property comprised in S.F.Nos.319/1A ad-measuring 62 cents and the property comprised in S.F.No.344 ad-measuring 3.26 ½ cents for the total sale consideration of Rs.26,33,100/-. The third respondent also pledged her jewels through the petitioner so as to mobilize the fund and the said amount was transferred in the account of the third respondent.

10. Thereafter, the entire sale consideration was paid to the vendor and purchased the subject properties by the registered sale deed dated 09.07.2018 vide Document No.4826 of 2018. The entire sale consideration was transferred from the third respondent's account in favour of the vendor. Thereafter, in order



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to grab the entire property, the petitioner had beaten the third respondent and compelled her to execute a Will on 04.10.2018 and the same was registered in favour of the petitioner vide Document No.112 of 2018 in respect of some of the properties. Once again, on his compulsion, the third respondent had executed a Will dated 11.10.2018 registered vide Document No.120 of 2018 in respect of remaining properties. He also compelled to give effect to those Wills and decided to eliminate the third respondent.

11. Therefore, the third respondent had no other option than to attempt to commit suicide by consuming pesticides on 12.05.2019, due to which she fell unconscious. The neighbours had taken her to the hospital and saved her life. Even thereafter, the petitioner and his wife administered some pills through milk to the third respondent and as such, once again she fell unconscious. Again she was taken to the hospital and admitted as in-patient for treatment. Even after discharge, the third respondent was brutally assaulted by the petitioner on 10.12.2019 and as such, she had sustained fracture on her right shoulder and immediately admitted into the hospital. Therefore, the third respondent had cancelled both the Wills dated 04.10.2018 and 11.10.2018 by the cancellation deed dated 21.02.2020.



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12. Once again, on compulsion, the third respondent had executed another Will dated 15.06.2020. Thereafter, the third respondent was driven out from the house and as such, the third respondent had no other option than to approach her brother and stayed along with him. Thereafter, the third respondent had cancelled the Will dated 15.06.2020 by the cancellation deed dated 03.11.2020. After knowing the said fact, the petitioner had taken the third respondent forcibly on 19.04.2021 and obtained signature in the settlement deed, thereby settled half portion of the property which was purchased by the third respondent in favour of the petitioner by the settlement deed dated 19.04.2021 registered vide Document No.3089 of 2021. It was nothing but fraud and compelled the third respondent to execute the settlement deed. Therefore, the third respondent had no other option than to lodge a complaint under Section 23 of the Act before the second respondent. On receipt of the notice from the second respondent, immediately, the petitioner filed a suit in O.S.No.699 of 2021 on the file of the I Additional District Munsif Court, Coimbatore for bare injunction as against the third respondent, restraining her from interfering with the petitioner's peaceful possession and enjoyment of the property which was settled in his favour. Since the suit is not maintainable as against the third respondent, he filed another suit for declaration and injunction



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in O.S.No.673 of 2021 on the file of the IV Additional District Munsif Court, Coimbatore as against the third respondent. Both the suits are pending without any interim orders. After enquiry, the second respondent allowed the complaint and cancelled the settlement deed executed in favour of the petitioner by declaring as null and void. It was also confirmed by the first respondent in the appeal filed by the petitioner.

13. It is relevant to extract the provisions under Section 23 of the Act as follows:-

“ 23. Transfer of property to be void in certain circumstances

1. Where any senior citizen who, after the commencement of this Act, has by way of gift or otherwise, his property, subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to have been made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal.

2. Where any senior citizen has a right to receive maintenance out of an estate and such estate or part, thereof is transferred, the right to receive maintenance may be enforced against the transferee if the transferee has notice of the right, or if the transfer is gratuitous; but not against the transferee for consideration and without notice of right.

3. If any senior citizen is incapable of enforcing the rights under sub-sections (1) and (2), action may be taken on his behalf by any of the organisation referred to in Explanation to sub-section (1) of section 5.”



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14. In support of contentions of the learned counsel for the petitioner, he relied upon the Judgment of the Hon'ble Supreme Court of India reported in **2022 SCC OnLine SC 1684** in the case of **Sudesh Chikara Vs Ramti Devi and Another**, wherein it was held as follows:-

“12. Sub-section (1) of Section 23 covers all kinds of transfers as is clear from the use of the expression “by way of gift or otherwise”. For attracting sub-section (1) of Section 23, the following two conditions must be fulfilled:

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.

13. If both the aforesaid conditions are satisfied, by a legal fiction, the transfer shall be deemed to have been made by fraud or coercion or undue influence. Such a transfer then becomes voidable at the instance of the transferor and the Maintenance Tribunal gets jurisdiction to declare the transfer as void.

14. When a senior citizen parts with his or her property by executing a gift or a release or otherwise in favour of his or her near and dear ones, a condition of looking after the senior citizen is not necessarily attached to it. On the contrary, very often, such transfers are made out of love and affection without any expectation in return. Therefore, when it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, existence of such conditions must be established before the Tribunal.

15. Careful perusal of the petition under Section 23 filed by respondent no. 1 shows that it is not even pleaded that the release deed was executed subject to a condition that the transferees (the daughters of respondent no. 1) would provide the basic amenities



and basic physical needs to respondent no. 1. Even in the impugned order dated 22nd May 2018 passed by the Maintenance Tribunal, no such finding has been recorded. It seems that oral evidence was not adduced by the parties. As can be seen from the impugned judgment of the Tribunal, immediately after a reply was filed by the appellant that the petition was fixed for arguments. Effecting transfer subject to a condition of providing the basic amenities and basic physical needs to the transferor - senior citizen is sine qua non for applicability of sub-section (1) of Section 23. In the present case, as stated earlier, it is not even pleaded by respondent no. 1 that the release deed was executed subject to such a condition.

16. We have perused the counter affidavit filed by respondent no. 1. Even in the counter, it is not pleaded that the release was subject to such a condition. It is merely pleaded that the appellant had no intention to take care of her mother. Thus, the order of the Maintenance Tribunal cannot be sustained as the twin conditions incorporated in sub-Section (1) of Section 23 were not satisfied. Unfortunately, the High Court has not adverted to the merits of the case at all.

17. There is an application for intervention on behalf of a developer. The intervenor claims that he is a bona fide buyer of a part of the land subject matter of the release deed from the appellant and that he has carried out substantial work of development. It is not necessary for us to deal with the rights claimed by the intervenor. All questions regarding the rights claimed by the intervenor are left open to be decided in appropriate proceedings.”

Thus, it is clear from the above judgment that there are two essential pre-conditions in order to invoke the provisions of Section 23 of the Act and that the documents should have been executed after coming into force of the Act and it should contain a clause imposing an obligation on the settlor or transferee to maintain settlor or transferee.



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15. Section 23 of the Act provides that when a property has been transferred by way of gift or otherwise by the senior citizen on the condition that the transferee or ownee shall provide the basic amenities and basic physical needs to the transferor or the owner, but such transferee or ownee subsequently fails to provide such amenities, then it would be deemed that the transfer was made by fraud, or coercion or under undue influence and the transferor would have the option of obtaining declaration that such transfer was void.

16. In the case on hand, the third respondent who is being the mother of the petitioner had settled the subject property out of love, affection, respect and good behaviour, as a reward in favour of her son and in discharge of her responsibilities towards the son, she has also given future security to the son. Further, though no consideration was passed for execution of settlement deed, the consideration for executing the settlement deed is based on human conduct, caring and conscious. The transfer was made admittedly out of love and affection. The settlor in the settlement deed would expect in the natural course of human conduct that the settlee continues to behave in the same manner as behaved before execution of the settlement deed. Therefore, it would form part of condition of the transaction for future conduct as well.



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17. Thus, in the absence of any other circumstances, it must be presumed that the settlor expects continuation of the care and love from the settlee even after the execution of the settlement deed in the same manner, the settlor was taken care prior to the execution of the settlement deed. Further, the intention of the Legislature and terms of the Act would declare certain transfer as void, taking note of the fact that by taking advantage of the emotionally dependent senior citizens, relatives grab the property on the pretext of providing emotional support. Therefore, the Legislature thought that such transaction could be declared as void, as the conduct leading to the transaction was based on malice or fraud. Therefore, the condition referred under Section 23 has to be understood based on the conduct of the settlor and not with reference to the specific stipulation in the deed of transfer. Therefore, it is sufficient if the settlee breached the promise given to the settlor at the time of execution of the settlement deed.

18. Further, sub-Section 2 of Section 23 of the Act envisages the situation where a senior citizen has a right to receive the maintenance out of an estate. Where such a right exists, the right of maintenance can be enforced, where the estate or a portion of it is transferred against a transferor, who has



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noticed the right or if the transfer is gracious. The right however cannot be enforced against a transferee for consideration without notice of right. It is also relevant to rely upon the judgement of this Court in the case of **Mohamed Dayan Vs. District Collector.**, order dated **08.09.2023** made in **W.P.No.28190 of 2022** in which this Court, after discussing various judgements of the Hon'ble Supreme Court of India and various judgements of High Court including the cases referred by the learned Senior Counsel for the petitioner, held as follows:-

“33. Close reading of the principles considered by the various High Courts and the Supreme Court, there is no ambiguity with reference to the purpose and object sought to be achieved under the provisions of the Senior Citizen Act. Section 4(2) of the Act, unambiguously stipulates that the obligation of the children or the relative, as the case may be, to maintain a senior citizen extends to the needs of such citizen so that senior citizen may lead a normal life.

34. In the context of the adoption of the phrase “lead a normal life” Rule 20(2)(i) of the Maintenance of Senior Citizen Rules, enumerates that “it shall be the duty of the District Collector to ensure that life and property of senior citizens of the District are protected and they are able to live with security and dignity”. Therefore, normal life includes security and dignity. Thus the normal life as indicated under Section 4(2) of the Act, is not mere life, but a life with security and dignity. In



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the context of Article 21 of the Constitution of India, life includes decent medical facility, food, shelter with dignity and security. All such combined necessities of human life is falling under the term “Normal Life” emboldened under Section 4(2) of the Senior Citizen Act. Therefore, simply providing food and shelter would be insufficient. But life includes providing of decent medical facilities, food, shelter and other requirements with dignity in commensuration with the status of the family and taking into consideration of the living style of the senior citizen throughout.

35. Therefore, the children defending their case merely on the ground that they are willing to provide food and shelter, cannot be taken as a ground for the purpose of sustaining the Settlement Deed executed by the senior citizen. The requirement of the provisions are to be complied in its real spirit and in the event of an iota of doubt, the Authority Competent is empowered to cancel the Settlement Deed or Gift Deed, as the case may be, in order to protect the normal life of senior citizen.

36. Section 4(3) denotes, the obligation of the children to maintain his or her parent extends to the needs of such parent either father or mother or both, as the case may be, so that such parents may lead a normal life. Therefore, it is an obligation on the part of the children to maintain his or her parents and ensure the parents to lead a normal life. In the event of complaint, the Authorities Competent are expected to



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ensure that the senior citizen and their life and dignity are protected. The above provision is to be read in conjunction with the Rules framed under the Act.

37. Rule 20 of the Maintenance of Senior Citizen Rules, provide duties and powers of the District Collector. The District Collector is casted upon the duty to ensure that the life and property of citizens of the District are protected and other people to live with security and dignity. Therefore, it is the statutory duty on the part of the District Collector to protect the safety and security of senior citizens in his District. Thus the complaint filed by the senior citizen, cannot be treated lightly. Such complaints are to be enquired into in a pragmatic manner, so as to understand the real grievances of the senior citizen and accordingly, all appropriate actions are to be initiated to provide safety, security and to protect the dignity of the senior citizen.

38. The Kerala High Court observed in the case of Radhamani and Others (cited supra), Section 23(1) of the Senior Citizen Act, cannot be interpreted to the disadvantage of the senior citizen. Section 23(1) of the Act contemplates that “Where any senior citizen who, after the commencement of this Act, has by way of gift or otherwise, his property, subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to have been



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made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal". The phrase " subject to the condition that the transferee shall provide the basic amenities" does not mean that the Gift or Settlement Deed should contain any such condition expressly. "Subject to the condition" as employed in Section 23(1), is to be holistically understood with reference to the subsequent phrase i.e., "deemed to have been made by fraud or coercion or undue influence". Both the phrases would amplify that the deeming clause should be considered so as to form an opinion that the phrase "subject to condition" amounts to an implied condition to maintain the senior citizen and any violation would be sufficient for the purpose of invoking Section 23(1) of the Act, to cancel the Gift or Settlement Deed executed by the senior citizen.

39. To elaborate, the phrase "subject to condition" employed under Section 23(1) of the Act, is to be understood with reference to the love and affection by the senior citizen towards the person in favour of whom such Gift or Settlement Deed has been executed.

40. "Love and Affection" is an implied condition in the context of Section 23(1) of the Act, and therefore, there need not be any express condition in the Settlement Deed for the purpose of maintaining the senior citizen. Refusal of maintenance after executing the Settlement Deed or Gift Deed,



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is the ground for invoking the deemed ground of fraud or coercion or undue influence. When the deeming clause has been incorporated under the provisions of Section 23(1) of the Act, 'Love and Affection' to be construed as the consideration for executing the Gift or Settlement Deed. Thus the condition need not be expressly made in the document and the love and affection, which resulted in execution of the Deed by the senior citizen is to be construed as a condition for the purpose of invoking the deeming clause for declaring the document as fraud or coercion or undue influence.

41. The entire purpose and object of the Senior Citizens Act, is to consider the human conduct towards them. When the human conduct is indifferent towards senior citizen and their security and dignity are not protected, then the provisions of the Act, is to be pressed into service to safeguard the security and dignity of senior citizen. Therefore, the purposive interpretation of the provisions are of paramount importance and Section 23 of the Act, cannot be mis-utilised for the purpose of rejecting the complaint filed by the senior citizen on the ground that there is no express condition for maintaining the senior citizen. Even in the absence of any express condition in the document, "Love and Affection" being the consideration for execution of Gift or Settlement Deed, such love and affection becomes a deeming consideration and any violation is a ground to invoke Section 23(1) of the Act. Thus there is no infirmity in respect of the order passed by the second



respondent in the present case.

42. The human conduct in the context of the senior citizen Act, is to be understood considering the relationship between the senior citizen and the beneficiaries of the Gift or Settlement Deed. Mostly the parents are executing the document in favour of their children. Since they may not be in a position to maintain the property at their old-age and more-so, they are intending to visibly express their love and affection towards their children by settling their properties. In some cases, the parents during their old-age are settling their property in order to avoid conflict between their children and to ensure that all children get equal share. If at all the parents decide to settle the property in favour of a son or daughter, then they are doing so, only with love and affection and with a fond hope that they will be taken care of by the son or daughter during their old-age. Thus love and affection, being the consideration and implied condition, within the meaning of Section 23(1) of the Act. The subsequent non-maintenance of senior citizen would attract Section 23(1) of the Act and the Authorities in such circumstances are empowered to declare the document as null and void.

43. Therefore, Section 23 is referable as a conduct of the transferee prior to and after execution of the Deed of Gift or Settlement, as the case may be. For all purposes, Section 23 is to be understood taking note of the conduct of the transferee and not with reference to the specific stipulation of condition in



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the Deed of Gift or Settlement.

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44. *In respect of the judgment relied on by the petitioner in the case of Sudesh Chhikara vs. Ramti Devi and Another (cited supra), the Three Judges Bench of the Hon'ble Supreme Court of India in the case of S.Vanitha vs. Deputy Commissioner, Bengaluru Urban and District and Others (cited supra) is to be followed. There are several judgments to establish that the purpose and object of the Senior Citizens Act, is to be complied with in its letter and spirit in order to protect the life, security and dignity of senior citizens. Thus the judgment relied on by the petitioner is of no avail as far as the present facts and circumstances of the case on hand is concerned.”*

19. Further, the statement of accounts produced by the learned counsel for the petitioner shocks the conscience of this Court. It revealed that the amount which was paid by the petitioner by cash, transferred through RTGS and through cheques on various dates i.e from 05.03.2007 till the registration of the sale deed in favour of the third respondent. It is very unfortunate to state that the petitioner accounted even for a sum of Rs.500/-, Rs.1000/-, Rs.2000/-, Rs.3000/- except one or two huge amounts more than Rs.1 Lakh which was paid to the third respondent in order to justify that the entire sale consideration was paid by the petitioner to purchase the subject property.



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20. As stated supra, when the petitioner was aged about four years, his father died leaving behind the third respondent, the petitioner and his sister. After the demise of her husband, the third respondent struggled a lot to grow them up by providing food, shelter and education. The survival of a young widow is very difficult in the society for various reasons. The third respondent had undergone all struggles and managed to meet out all expenditures for their livelihood and grown them up.

21. While being so, the petitioner is accounting for each and every single paise paid to his own mother. If the mother calculates the expenditure and etc., provided to her children, it cannot be weighed by any mode of value. Further, no mother lodges a complaint against her own children unless she reaches extreme level of torture. When a mother makes serious allegations in the public against her own children, it can be very well understandable.

22. A perusal of the complaint and the statements of the third respondent before the authority concerned, it speaks a lot about her unbearable torture and humiliation at the hands of the petitioner. That apart, even assuming that the



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property which was purchased by the third respondent by the amount transferred by the petitioner, the entire extent of the property might have been settled in favour of the petitioner. In order to give 50% share of the property in favour of the third respondent's daughter, the third respondent was compelled and forced to execute a settlement deed in respect of half of the property. If at all, the said property was purchased with the money owned by the petitioner, the petitioner would not have allowed the third respondent to settle 50% of the property in his favour.

23. Thus, it is clear that the entire sale consideration paid by the third respondent while purchasing the entire extent of the property is only from the fund owned by the third respondent and not borne out by the petitioner. Further the provisions under Section 4(2) of the Act mandates that the obligation is on the children to facilitate their parents and senior citizens to lead a normal life. It includes security and dignity. Only because of the attitude of the petitioner, the third respondent had undergone unbearable mental agony and miseries. Therefore, the third respondent had rightly lodged a complaint under Section 23 of the Act.



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24. Insofar as the recitals in the settlement deed is concerned it would indicate love and affection as the consideration of the said settlement deed. The word 'subject to condition' employed under Section 23(1) of the Act would make it clear that no further condition is expressly needed to cancel the document, if the love is lost.

25. Section 2(d) defines the right to 'Parent' and Section 2(h) defines the 'Senior Citizens' to approach the second respondent for declaration of any transfer of property by way of gift or otherwise, after commencement of the said Act, as void, in certain circumstances. Therefore, the provisions under Section 23 of the Act does not contemplate that the condition should form part of recital in the deed of transfer. The condition can be either express or implied. If there is no express recital in the deed, it has to look around circumstances to find out whether conduct otherwise dispel the intention of donor to revoke. The consideration for executing a gift deed or settlement deed is based on human conduct, caring and conscientious. Therefore, the transfer is out of love and affection.



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26. After the orders passed by the first and second respondents, the third respondent had executed a sale deed in favour of her daughter in respect of the subject property. Now, her brother is only taking care of the third respondent and as such, the third respondent was constrained to execute a sale deed in favour of her brother.

27. In view of the above, this Court finds no infirmity or illegality in the orders passed by the first and second respondents and the writ petition is devoid of merits and is liable to be dismissed. Accordingly, this writ petition stands dismissed. Consequently, connected Miscellaneous petitions are closed. No costs.

09.09.2024

Internet: Yes

Index : Yes/No

Neutral Citation: Yes/No

Speaking/Non Speaking order

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G.K.ILANTHIRAIYAN. J,

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To

1. The District Collector,
Collectorate Building,
Coimbatore – 641 018.
2. The Revenue Divisional Officer,
Coimbatore North,
Koundampalayam, Coimbatore.

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