



W.P.(MD)No.9893 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 19.11.2024

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

W.P.(MD)No.9893 of 2022

and

W.M.P.(MD)No.7085 of 2022

R.Yamuna Nandhini

... Petitioner

Vs.

1.The District Collector,
Trichy District,
Trichy.

2.The District Revenue Officer,
Trichy District,
Trichy.

3.The Revenue Divisional Officer,
Srirangam Revenue,
Trichy District.

4.The Sub Registrar,
Manapparai Sub Registrar Office,
Manapparai.

5.Palaniammal

6.Shanmuga Vadivel

... Respondents

PRAYER : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for the records pertaining to the impugned orders passed by the 1st respondent herein in his proceedings in Na.Ka.G1/531/2022, dated 29.03.2022 and consecutive order passed by the 2nd respondent herein in his proceedings in Moo.Mu.A1/1545/2021,



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dated 04.05.2022 and quash the same as illegal and arbitrary.

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For Petitioner : Mr.S.Sarvagan Prabhu
For Respondents 1 to 4 : Mr.D.S.Neduncheliyan
Government Advocate
For 5th Respondent : Mr.P.Saravana Kumar
For 6th Respondent : No Appearance

ORDER

Challenging the order passed by the 1st respondent in proceedings in Na.Ka.G1/531/2022 dated 29.03.2022 and the consequential order passed by the 2nd respondent by proceedings in Moo.Mu.A1/1545/2021, dated 04.05.2022, this Writ Petition is filed.

2.When the matter came up for admission before this Court on 20.05.2022, this Court was pleased to pass an order of interim stay of the impugned orders, accepting the contention of the learned counsel for the petitioner that a *prima facie* case for grant of injunction has been made out by the petitioner. The petitioner is the granddaughter of the 5th respondent through her son, one Shanmuga Vadivel i.e, her father/6th respondent. The 5th respondent had executed a settlement deed, dated 10.03.1973, bearing document No.711 of 2017, Manapparai Sub Registry, in favour of her son one Karthikeyan on 10.03.2017. Later the aforesaid Karthikeyan had executed yet another settlement deed bearing document No.2434 of 2020, dated 10.06.2020, Manapparai Sub Registry, in favour of the 6th respondent



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i.e., his brother with respect to subject property of the settlement deed executed in his favour by his mother on 10.03.2017. The 6th respondent namely, Shanmuga Vadivel had executed yet another settlement deed in favour of his daughter i.e., the petitioner, by settlement deed bearing document No.3860 of 2020, at Manapparai Sub Registry on 13.08.2020.

3.In the meanwhile, the brother of the 6th respondent namely, Karthikeyan passed away. On 30.04.2021, the 5th respondent made an application under Section 5 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, before the 3rd respondent. The 3rd respondent in proceedings No.Na.Ka.AA1/1545/2021, dated Nil.11.2021 signed on 30.11.2021, has elaborately dealt with the application made by the 5th respondent and has observed that the son of the 5th respondent namely, Karthikeyan, on being the transferee of the settlement deed dated 10.03.2017 executed by the 5th respondent had executed yet another settlement deed in favour of the 6th respondent on 10.06.2020. Though the said deed had been styled as settlement deed in actual terms, the same was a sale deed for which, the 6th respondent in turn had executed yet another settlement deed in favour of the petitioner with respect to the property on 13.08.2020. Though the settlement deeds dated 10.06.2020 and 13.08.2020 were styled as settlement deeds in actual terms, the petitioner had given a sale consideration of Rs.25,00,000/- to the brother of the 6th respondent, who executed a settlement deed in his favour namely, Karthikeyan. Of the



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said sale consideration, an amount of Rs.2,00,000/- was paid by the aforesaid Karthikeyan to the 5th respondent, Rs.1,50,000/- each to her daughter Jeyalakshmi and Amsavalli. However, an amount of Rs. 3,00,000/-, which was undertaken to be paid by the 6th respondent to the 5th respondent was not paid. The said observation was made by the 3rd respondent, on the basis of the statement given by the 6th respondent himself. In view of the same, he further deposed before the 3rd respondent that he is willing to pay the balance sale consideration of Rs.3,00,000/- to the 5th respondent. Recording the same, the 3rd respondent had passed an order on 30.11.2021, directing the 6th respondent to pay an amount of Rs. 3,000/- as maintenance per month to the 5th respondent and also to deposit an amount of Rs.3,00,000/- in the account of the 5th respondent. However, unfortunately, even before the said payment could be done, the 6th respondent had passed away.

4.In the meanwhile, the 5th respondent challenging the order of the 3rd respondent dated 30.11.2021, had preferred an Appeal before the 1st respondent. The 1st respondent while considering the said Appeal, had confirmed the order passed by the 3rd respondent and also directed the 2nd respondent to cancel the settlement deed executed by the 5th respondent in favour of the Karthikeyan vide document bearing No.711 of 2017 on 10.03.2017. Challenging the same, this Writ Petition came to be filed.



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5.The learned counsel for the petitioner submitted that since her father i.e., 6th respondent had passed away on 24.01.2024, thereafter the petitioner is duly paying the maintenance amount of Rs.3,000/- to the 5th respondent without default.

6.Per contra, the learned counsel for the 5th respondent submitted that so far she has not received any amount in hand from the petitioner. If at all the petitioner had remitted any amount in her account, the ATM of the aforesaid account is also in possession of the petitioner. That apart, the 5th respondent had closed the prevailing savings bank account maintained by her in State Bank of India, Manapparai Branch.

7.In view of the submission made by the learned counsel for the 5th respondent, the learned counsel for the petitioner further submitted that the petitioner is not residing with the 5th respondent and she is residing in some other house in Manapparai.

8.In view of the same, this Court hereby direct the petitioner to pay the monthly maintenance of Rs.3,000/- to the 5th respondent without default, through postal money order.

9.As far as impugned order passed by the 1st respondent and consequential order passed by the 2nd respondent, cancelling settlement



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deed executed by the 5th respondent in favour of her son Karthikeyan is concerned, in view of the mandates of Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, it has become necessary for this Court to peruse the covenants of settlement deed No.711 of 2017, dated 10.03.2017 of Manapparai Sub Registry.

9.A careful perusal of the same would reveal that the same has been executed by the 5th respondent in favour of her son Karthikeyan voluntarily without any force or coercion, out of her love and affection. That apart, it is not a conditional settlement deed, requiring the said son Karthikeyan to maintain the 5th respondent in future. In the absence of such a condition in the settlement deed, the 5th respondent cannot make an application before the respondent authorities seeking to cancel the settlement deed executed by her voluntarily without imposing any condition in the said settlement deed. The same has been settled by various decisions of this Court as well as the Hon'ble Supreme Court. The Hon'ble Apex Court in the case of ***Sudesh Chhikara vs Ramti Devi*** in **2022 SCC Online 1684**, has dealt with similar case and has categorically held that absence of specific condition for providing maintenance to the transferer in the settlement deed executed in favour of his/her children would disentitle the senior citizen to make an application, seeking cancellation of the executed settlement deed under Section 23(1) of the aforesaid Act. Following the same, the Hon'ble Division Bench of this Court in W.A.(MD)No.809 of 2023 dated 12.06.2023,



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in which, one of us (LVGJ) had been part, following **Sudesh Chhikara** case held that the authorities do not have any right to cancel the settlement deed, unless the same is a conditional settlement deed. The Hon'ble Full Bench of this Court in the case of **Sasikala and others v. the Revenue Division Officer-cum-Sub Collector, Devakottai, Sivagangai District and another** reported in **2022 7 MLJ 1** has also confirmed the said proposition of law.

10. Accordingly, I am of the considered view that the impugned order of the 1st respondent, directing the 2nd respondent to cancel the settlement deed executed by the 5th respondent in favour of Karthikeyan is *per se* illegal and the order passed by the 1st respondent in proceedings in Na.Ka.G1/531/2022 dated 29.03.2022 and the consequential order passed by the 2nd respondent by proceedings in Moo.Mu.A1/1545/2021, dated 04.05.2022 are quashed. Hence, the Writ Petition is allowed.



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11. Accordingly, the petitioner required to file an affidavit before this Court, ensuring that she will pay an amount of Rs.3,000/- as monthly maintenance to the 5th respondent without default, from the month of November 2024. Post the matter on 20.12.2024 'for reporting compliance'. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

19.11.2024

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

To

1. The District Collector,
Trichy District,
Trichy.
2. The District Revenue Officer,
Trichy District,
Trichy.
3. The Revenue Divisional Officer,
Srirangam Revenue,
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4. The Sub Registrar,
Manapparai Sub Registrar Office,
Manapparai.



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L.VICTORIA GOWRI, J.

Mrn

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