



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-06-2025

CORAM

THE HONOURABLE MRS JUSTICE J. NISHA BANU

AND

THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

W.A No. 1719 of 2025 and CMP No.13032 of 2025

and

W.A.No.1762 of 2025 and CMP No.13476 of 2025

In W.A.No.1719 of 2025

P.Rajan

... Appellant

Vs.

1. Helan Mary

2. The Maintenance Tribunal under the Maintenance and

Welfare of Parents and Senior Citizens Act 2007

cum Revenue Divisional Officer, Coimbatore North,

Coimbatore.

... Respondents

In W.A.No.1762 of 2025

P.Rajan

... Appellant

Vs.

1. R.Hepsbha

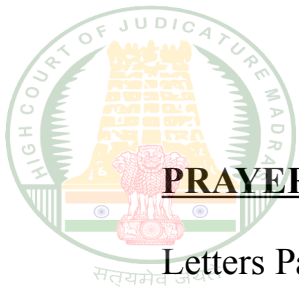
2. The Sub Divisional Arbitrator cum Revenue Divisional Officer,

Coimbatore North, Coimbatore District.

3. Helan Mary

4. The Sub Registrar, Ganapathy, Coimbatore.

... Respondents



PRAYER in W.A.No.1719 of 2025: Writ Appeal filed under Clause 15 of Letters Patent Act to set aside the order passed by this court in W.P.No.11798 of 2024, dated 19.08.2024.

PRAYER in W.A.No.1762 of 2025: Writ Appeal filed under Clause 15 of Letters Patent Act to set aside the order passed by this court in W.P.No.12453 of 2024, dated 19.08.2024.

In W.A.No.1719 of 2025

For Appellant(s): Mr.G.Ponnambalathiyagarajan
For Respondent(s): Mr.L.Mouli for first respondent
Mr.M.Rajendran, Addl.Govt.Pleader
for R2

In W.A.No.1762 of 2025

For Appellant(s): Mr.G.Ponnambalathiyagarajan
For Respondent(s): Mr.L.Mouli for R1 and R3
Mr.M.Rajendran, Addl.Govt.Pleader
for R2 and R4

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COMMON JUDGMENT

(Order of the Court was made by *J.NISHA BANU, J.*)

Both the appeals have been filed to set aside the common order passed by this Court dated 19.08.2024 in W.P.Nos.11798 and 12453 of 2024.

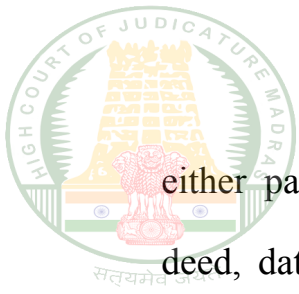


2. Since both the appeals have been filed against the common order, the matters were taken up together and disposed of by this common judgment.

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3. The appellant in both the cases (P.Rajan) and one Helan Mary (first respondent in W.A.No.1719 of 2025) are husband and wife and they were blessed with three daughters and one son. It is the case of the appellant that he purchased a property to an extent of 2 cents in S.F.No.220, Gandhipuram 3rd Street, Ganapathy Village, Coimbatore North from and out of his earnings in the name of his wife and himself. Subsequently, the appellant, made settlement in respect of his share in favour of his wife, vide settlement deed dated 04.10.2018. Thereafter, the said Helan Mary, settled the entire property in favour of her one of the daughters Hepzibha (first respondent in W.A.No.1762 of 2025), vide settlement deed dated 27.06.2022, for which, she received a sum of Rs.1.75 crores from her daughter.

4. The appellant herein filed a complaint before the District Collector, Coimbatore to set aside the above said settlement deed executed in favour of his wife stating that, his wife, without his knowledge had sold the property and cheated him, without giving any share to him and hence he prayed to direct the respondent to give a share to him. The said complaint was forwarded to the Revenue Divisional Officer, Coimbatore, who conducted enquiry, after issuing notice to both the parties. Further, considering the written submissions made by

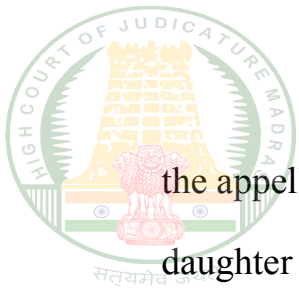


either parties, the Revenue Divisional Officer had cancelled the settlement deed, dated 04.10.2018 executed by the appellant in favour of his wife and consequently, cancelled the settlement deed dated 27.06.2002 executed by his wife Helan Mary in favour of their daughter Hepsipha, vide order dated 11.03.2024. Challenging the said order, Helan Mary (wife) filed W.P.No.11798 of 2024 and Hepsipha (daughter) filed W.P.No.1762 of 2025 before this court.

5. After hearing both sides and perusing the materials on record, this court, vide common order dated 19.08.2024, allowed both the writ petitions by dismissing the complaint filed by the appellant and also quashing the impugned orders passed by the Maintenance Tribunal. Consequently, this court ordered that the settlement deed executed by Helan Mary in favour of Hebsibha is valid. Aggrieved by the above said orders, the present appeals have been filed by the appellant.

6. Heard the learned counsel for the appellant and perused the materials available on record.

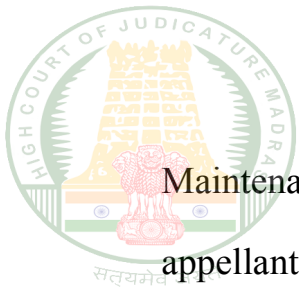
7. It is not disputed that the subject property was purchased in the name of the appellant as well as his wife Helan Mary and subsequently the appellant had executed settlement deed in favour of his wife Helan Mary on 04.10.2018 with regard to his half share in the subject property. Subsequently, the wife of



the appellant, namely Helan Mary has settled the entire property in favour of her daughter Hebsibha, vide settlement deed dated 27.06.2022. Afterwards, the appellant filed a complaint before the District Collector contending that his wife sold the property to his daughter Hebsibha, and his son-in-law had given a sum of Rs.1.75 Crores to his wife, without his knowledge and thereby they cheated him. Therefore, he sought direction to his wife to give a share in the amount received by her.

8. It is contended by the learned counsel for the respondent that the complaint filed by the appellant will not lie under the Maintenance and Welfare of Parents and Senior Citizens Act, when the relief sought for by him is seeking a share in the sale consideration alone, for which he has to approach the civil court. Further, it is contended by him that when the appellant executed the settlement deed in favour of his wife with respect to his half share alone, the Maintenance Tribunal had passed the impugned order, cancelling the settlement deed executed in respect of the entire property, which is illegal.

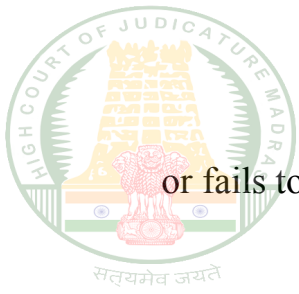
9. It is seen from the records that the Revenue Divisional Officer had decided the above complaint, by referring Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. A perusal of the settlement deed dated 04.10.2018 executed by the appellant reveals that the said document is not subjected to any condition as contemplated under Section 23 of



Maintenance and Welfare of Parents and Senior Citizens Act 2007. Further, the appellant had settled the property in favour of his wife in order to maintain herself by leading a normal life in future. Subsequently, the wife of the appellant also executed a settlement deed with regard to the entire property in favour of her one of the daughters. However, the Revenue Divisional Officer had decided the matter under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

10. At this juncture, the learned counsel for the appellant contended that even if the condition for maintenance is not expressly mentioned in the settlement deed, in case the transferee failed to maintain the senior citizen, then such settlement deed can be declared as void. In support of his contentions, he relied upon the decision of this court in **W.P.No.28190 of 2022, dated 08.09.2023.**

11. Section 23(1) allows a senior citizen transferor to have a property transfer declared void, if it was made subject to the condition that the transferee would provide basic amenities and needs, and the transferee fails to do so. However, to invoke Section 23(1), three cumulative ingredients is necessary, viz., i) A transfer of property by a senior citizen (aged 60 +) , ii) the transfer must be subject to the condition that the transferee will provide basic amenities and physical needs to the transferor, and iii) the transferee subsequently refuses



or fails to provide such amenities.

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12. Here in this case, the appellant, who is a senior citizen had transferred the property in favour of his wife, with regard to his half share, vide settlement deed dated 04.10.2018 and subsequently, the entire property was settled in favour of their daughter Hepsibha. However, as already discussed supra, the settlement deed executed by the appellant in favour of his wife does not contain the condition that the transferee (wife) will provide basic amenities and physical needs to the transferor (appellant), whereas, he had executed such settlement deed expressing his love and affection in order to maintain herself by leading her life in future. Hence, the subsequent non-maintenance of the appellant by his wife not at all arise in this case to attract Section 23(1) of the Act and in such circumstances, it cannot be construed that the wife of the appellant refused to provide amenities to the appellant. Thus, the decision relied on by the learned counsel for the appellant is not applicable to the present factual matrix of the case.

13. The writ court rightly observed that the complaint itself is not maintainable under Section 23(1) of Maintenance and Welfare of Parents and Senior Citizens Act and consequently, dismissed the writ petition, by quashing the impugned order passed by the Revenue Divisional Officer and also ordered that the settlement deed executed by Helan Mary in favour of her daughter



Hepsibha is valid. Therefore, we do not find any illegality or infirmity in the order passed by the writ court and hence, we are not inclined to interfere with the same.

14. Accordingly, the Writ Appeal stands dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

(J.N.B.J.)

(M.J.R.J.)

23.06.2025

mst

To

1. The Maintenance Tribunal under the Maintenance and Welfare of Parents and Senior Citizens Act 2007 cum Revenue Divisional Officer, Coimbatore North, Coimbatore.
2. The Sub Divisional Arbitrator cum Revenue Divisional Officer, Coimbatore North, Coimbatore District.
3. The Sub Registrar, Ganapathy, Coimbatore.



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W.A Nos. 1719 and 1762 of 2025



J.NISHA BANU, J.
AND
M.JOTHIRAMAN, J.

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