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W.P.No.18217 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 25.10.2025

CORAM:

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

W.P.No.18217 of 2023 and
WMP.No.17411 of 2023

Amaravathi

... Petitioner

Vs.

1.THE REVENUE DIVISIONAL OFFICER,
COIMBATORE NORTH, COIMBATORE DISTRICT.

2.THE SUB REGISTRAR,
ANNUR TALUK, COIMBATORE DISTRICT.

3.THE TAHSILDAR,
ANNUR TALUK, COIMBATORE DISTRICT.

4.SUNDARAMMAL

5.YASODA

6.VELUMANI

7.PADMAVATHY

... Respondents

PRAYER: Writ Petition is filed under Article 226 of Constitution of India praying to issue a writ of certiorari calling for the records relating to the impugned order passed in Pa.Mu.No. 5141/2022/A1 dated 28.04.2023 by the 1st Respondent herein and quash the same as being illegal, arbitrary and contrary to the provisions of law

For Petitioner : Mr.C.V.Ashok kumar



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For Respondents

For R1 to 3 : Mr.R.U.Dinesh Rajkumar,
Additional Government Pleader

For R4 : Mr.J.Ranjith Kumar

For R5 to 7 : Mr.K.Vasanthanayagan

ORDER

This writ petition has been filed challenging the order passed by the first respondent dated 28.04.2023 thereby cancelling the settlement deed executed by the fourth respondent in favour of the petitioner and the fifth respondent.

2. The petitioner and respondents 5 to 7 are sisters. The fourth respondent is their mother. The property comprised in survey no.104 to an extent of 96 ½ cents and property comprised in survey no.109 to an extent of 81 cents together with well and motor pump situated at Annur Village and Taluk,Coimbatore District were purchased by the fourth respondent by the registered sale deed dated 27.07.1981 registered vide document No.1015 of 1981. Out of love and affection, the fourth respondent had executed settlement deed dated 09.09.2019 in favour of the petitioner and the fifth respondent registered the same vide document



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No.7226 of 2019 in respect of the property comprised in old survey

No.104, new survey no.104/5 to an extent of 96 ½ cents. Thereafter, they were also issued patta for the subject property. Thereafter on 04.05.2022, the fourth respondent had executed another settlement deed in favour of the petitioner in respect of the property comprised in old survey No.109, new survey no.109/4C to an extent of 69 cents situated in the same village and registered vide document no.5843 of 2022. Thereafter, the fourth respondent was not maintained properly by the petitioner. As such, the fourth respondent lodged complaint to cancel both the settlement deeds executed in favour of the petitioner and the fifth respondent herein before the first respondent under Section 23 of The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter called as 'the Act'). The first respondent issued notice to the petitioner and the counter parties and after conducting detailed enquiry by giving opportunity of hearing to both the parties, passed the impugned order dated 28.04.2023 thereby cancelling the said two settlement deeds executed in favour of the petitioner and the fifth respondent herein.

3. The learned counsel for the petitioner would submit that both the settlement deeds do not contain any restrictive covenant. It is an

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absolute and irrevocable settlement with full powers of alienation. Due to

ill advice of respondents 6 and 7 herein, the fourth respondent lodged complaint. In order to attract the complaint under Section 23 of the Act, there must be a condition to maintain the settlor. In the absence of such condition, cancellation of settlement deed by the fourth respondent is in violation of Section 23(1) of the Act. In support of his contention, the learned counsel for the petitioner relied upon the judgment of the Hon'ble Supreme Court of India rendered in the case of *Sudesh Chhikara Vs. Ramti Devi and Another* reported in *2022 SCC OnLine SC 1684*, in which the Hon'ble Supreme Court of India held that 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.

4. The learned counsel for the petitioner also relied upon the judgment of the Hon'ble Full Bench of Madurai Bench of this Court

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rendered in the case of *Sasikala Vs. Revenue Divisional Officer and*

another reported in **2022 SCC OnLine Mad 4343**, wherein it was held that a sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally cancelled. Such unilateral cancellation of sale deed or a deed of conveyance is wholly void and non est and does not operate to execute, assign, limit or extinguish any right, title or interest in the property.. It was further held that the settlement deed is not subject to any condition or terms that the transferor shall provide the basic amenities and basic physical needs to the settlor. Therefore, there is no scope for invoking the provisions under Section 23 of the Act.

5. The learned counsel for the petitioner further submitted that this Court already dealt with this issue in a detailed manner and upheld the decision of the first respondent in the judgment rendered in WP. (MD)No.5187 of 2018 dated 08.11.2024 as follows:

9. This Court already relied upon the judgment of the Hon'ble Supreme Court of India in the case of S.Vanitha vs. the Deputy Commissioner reported in (2021)



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15 SCC 730 and held in the case of Mohamed Dayan vs. The District Collector, Tiruppur District reported in 2023 SCC OnLine Mad 6079 (W.P. No. 28190 of 2022 dated 8.09.2023). The said judgment was followed and this Court held in several cases. Section 23 of the Act does not contemplate the condition that the transferee shall provide basic amenities and physical needs to the transferor should form part as a recital in the deed of transferor.

10. This Court already dealt with the present issue in several writ petitions including the case of Mohamed Dayan Vs. District Collector., order dated 08.09.2023 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, 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



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“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 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



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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 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.



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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 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*



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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, 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



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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



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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 the Deed of Gift or Settlement.

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



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the petitioner is of no avail as far as the present facts and circumstances of the case on hand is concerned.” The above case is squarely applicable to the case on hand.?

6. Heard, the learned counsel appearing on either side and perused all the materials placed before this Court.

7. On perusal of the order impugned in this writ petition, it is revealed that the fourth respondent made statement before the first respondent that after execution of settlement deed, the petitioner and the fifth respondent failed to maintain her. The settlement was executed purely on love and affection. Though it does not contain any specific condition, from the statement recorded by the first respondent from the fourth respondent, it is revealed that only on the assurance given by the petitioner and the fifth respondent to maintain the fourth respondent during her life time, she had executed the settlement deeds. After execution of settlement deeds, they failed to maintain her as undertaken by them. Therefore, on false representation, the fourth respondent had executed settlement deeds in favour of the petitioner and the fifth respondent herein.



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8. On perusal of the settlement deeds, it is revealed that the fourth respondent had expressly mentioned that she executed the settlement deed out of love and affection for the future of the petitioner and the fifth respondent. Therefore, the conditions stipulated under sub-clause (1) of Section 23 of the Act are duly complied with and thus the order passed by the first respondent has to be sustained. Recently the Hon'ble Division Bench of this Court, while confirming the order passed by this Court in WP.No.6163 of 2021 dated 13.06.2024, passed detailed order in WA.No.3582 of 2024 dated 2024 reported in **(2025) 2 CTC 373** and held as follows:

15. The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (MWPSC Act, 2007) plays a crucial role in promoting the well-being and dignity of senior citizens in India. It provides a legal framework for ensuring financial security, health care access, and property protection for the elderly. By holding children and relatives accountable for the maintenance of their elderly family members, the act discourages neglect, abandonment, and abuse of senior citizens.

16. The Constitution of India also recognizes the



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need for State intervention in taking measures to create suitable framework for the protection of elderly persons. As per the Article 41 under Directive Principles of State Policy: “the State shall, within the limits of its economic capacity and development, make effective provision for securing right to work, to education and to public assistance in case of unemployment, old age, sickness and disablement, and in other cases of undeserved want.”

17. The Senior Citizens Act, 2007 is based on the vision of Article 41 of the Constitution. It was enacted by the Parliament to protect the rights and interests of senior citizens and enable them to lead a life with dignity and respect. It further aims to provide a comprehensive framework for ensuring the well-being of senior citizens in India.

(A) Legislative Intent of the Act:

18. The parliament enacted the Senior Citizens Act to uphold the dignity and respect of a senior citizen at the time of old age. State had serious concern about the challenges faced by the people in their old age. Apart from physical vulnerabilities, they face emotional and psychological challenges. On account of these frailties, they are totally dependent. The moral laws formulated through the legislation is necessary to rationalise the well being of all in the society. The moral



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values that prevailed in the society in the past have been accepted as universal values. The State in its wisdom, considering the acceptance of these values, seeks to promote the common good through the Senior Citizens Act. These values carried duties and obligations.

19. Section 23 of the Senior Citizens Act, 2007 gives right to senior citizens to approach the Tribunal to declare any transfer of property, by way of gift or otherwise, after the commencement of the above Act, as void, in certain circumstances.

20. It stipulates that such transfer must be with the condition that;

(a) transferee shall provide the basic amenities and basic physical needs to the transferor and;

(b) such transferee refuses or fails to provide such amenities and physical needs.

21. Therefore, a deed can be declared as void on fulfilling the two conditions enumerated as above, declaring transfer as a fraud or coercion or under undue influence, as the case may be at the option of the transferor.

(B) Beneficial Construction and the Protection of Senior Citizens Act, 2007:

22. Justice Krishna Iyer, advised: "Recall the face of the poorest and the weakest man whom you may have seen, and ask yourself, if the step you contemplate is



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going to be of any use to him”.

23. *The preamble of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 underscores the need for effective provisions to secure the maintenance and welfare of parents and senior citizens, as guaranteed under the Constitution. Being a beneficial piece of legislation, it is necessary to interpret it liberally to ensure that the intent of the legislation is fulfilled and the rights and dignity of senior citizens are effectively protected.*

24. *Section 23 is ordained to protect senior citizens and ensure their welfare, and must receive a liberal and beneficial reading. When two or more views are possible, then it is duty of the Court to interpret a provision, especially a beneficial legislation, liberally so as to give it wide meaning rather than a restrictive meaning.*

25. *The duty of the judge is to interpret a statute in a way that suppresses the mischief it seeks to prevent and promote the intended remedy. If the usual meaning of the language does not fully capture the legislature’s objective, a broader interpretation may be applied, provided the words can reasonably support such a meaning.*

26. *The Delhi High Court in Prafulla Samantra*



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*vs. Ministry of Environment & Forests*¹ held that “A well-established rule of interpretation is that a beneficial statute be given a purposive construction, to further legislative intention, if literal interpretation thwarts”.

27. In the case of *Hindustan Level Ltd vs. Ashok Vishnu Kate*², the court held that during interpreting social welfare legislation, a construction should be placed on the relevant provisions which furthers the purpose for which such legislation was enacted.

28. In *Urmila Dixit vs. Sunil Sharan Dixit and Others*³, the Supreme Court clarified that Section 23 of *Senior Citizens* is not a standalone provision, as Section 23 cannot be read in isolation as it directly reflects the statutory purpose of safeguarding senior citizens, thus demanding a purposive approach. The Court held, if a gift deed does not explicitly mention maintenance, it should be interpreted pragmatically to prevent neglect of the elderly.

29. As the remedial nature of legislation expands, the importance of beneficial construction continues to grow. However, the primary duty of the Court is to safeguard the legislative intent while ensuring that the law serves its intended purpose. While liberal interpretation is essential to uphold the protective framework of welfare statutes, the Court must also maintain the separation of powers and refrain from



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rewriting or legislating the law beyond what the legislature intended. A balanced approach must be adopted that advances the remedy without distorting the statutory framework, ensuring that senior citizens receive the protection and dignity that the law envisions for them.

(C) Section 23(1) of the Senior Citizens Act, 2007:

30. Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 is designed to protect senior citizens in situations, where they transfer their property, either through a gift or settlement, with the expectation that the transferee will provide for their basic amenities and physical needs. If the transferee fails to meet these obligations, the senior citizen has the option to seek a declaration from the Tribunal to void the transfer.

31. The phrase “subject to the condition that the transferee shall provide the basic amenities” in the statute is not meant to imply that such a condition must be explicitly stated in the Gift or Settlement Deed. The interpretation of this provision is broader. It should be understood in the context of the second part of the provision, which states that the transfer may be deemed to have been made under fraud, coercion, or undue influence, if the transferee fails to provide the agreed-upon care. The condition to provide for the senior



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citizen's maintenance is implied, based on the relationship between the senior citizen and the transferee, typically one of familial love and affection.

32. In other words, the Act acknowledges that property transfers from senior citizens, especially to children or close relatives, are often motivated by love and affection. The senior citizen's decision to transfer property is not merely a legal act but one made with the hope of being cared for in their old age. This love and affection become an implied condition in the transaction, even if the transfer document itself does not explicitly state it. If the transferee does not provide the promised care, the senior citizen can invoke Section 23(1) to have the transfer annulled.

33. The law does not require an express condition in the document for maintenance. Instead, it recognizes that love and affection serve as the consideration for the transfer and that this implicit condition is enough to invoke the provision in case of neglect. The Tribunal, in such instances, is empowered to declare the deed null and void, based on the violation of this implied condition.

34. The Act's overarching goal is to safeguard the security and dignity of senior citizens. In cases where familial conduct fails to live up to expectations, and the senior citizen's welfare is not protected, Section 23(1)



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ensures that the senior citizen can seek legal relief.

35. Thus, Section 23(1) emphasizes the protection of senior citizens from exploitation or neglect after they have transferred property in trust, often based on love and affection. The law provides an important safeguard, recognizing that these transfers are typically made with an implicit understanding that the senior citizen will be cared for in their old age. If the transferee fails in this duty, the transfer can be annulled, ensuring that the senior citizen-s dignity and security are upheld.

(D) Case Laws on Senior Citizens Act:

36. The Three Judges Bench of the Hon'ble Supreme Court of India in the case of S.Vanitha vs. Deputy Commissioner, Bengaluru Urban District and Others, elaborately considered the legislative scheme, rights of residence, safeguarding against domestic violence etc. In Paragraph No.24 of the judgment, the Apex Court considered the distinction between sub-sections (1) and (2) of Section 23. The conditions stipulated expressly have been considered by the Court, but the scope of interpretation, the beneficial construction and the need for the protection needs to be extended impliedly under the Senior Citizens Act, have not been examined into by the Apex Court in S.Vanitha's case cited supra. Therefore, the expressed provision made under Section 23(1) of the Act is one aspect of the



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matter and the scope of certain implied benefits conferred under Section 23 to the Senior Citizens is another aspect of the matter, which is to be considered by this Court in the context of the facts of each case.

39. Importantly, in Urmila Dixit's case cited supra, the Hon'ble Supreme Court further clarified the scope of Senior Citizens Act in Paragraph Nos.23, 24 and 25, which reads as under,

“.....

23. The Appellant has submitted before us that such an undertaking stands grossly unfulfilled, and in her petition under Section 23, it has been averred that there is a breakdown of peaceful relations inter se the parties. In such a situation, the two conditions mentioned in Sudesh (supra) must be appropriately interpreted to further the beneficial nature of the legislation and not strictly which would render otiose the intent of the legislature. Therefore, the Single Judge of the High Court and the tribunals below had rightly held the Gift Deed to be cancelled since the conditions for the well-being of the senior citizens were not complied with. We are unable to agree with the view taken by the Division Bench, because it takes a strict view of a beneficial legislation.



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24. *Before parting with the case at hand, we must clarify the observations made vide the impugned order qua the competency of the Tribunal to hand over possession of the property. In S. Vanitha (supra), this Court observed that Tribunals under the Act may order eviction if it is necessary and expedient to ensure the protection of the senior citizen. Therefore, it cannot be said that the Tribunals constituted under the Act, while exercising jurisdiction under Section 23, cannot order possession to be transferred. This would defeat the purpose and object of the Act, which is to provide speedy, simple and inexpensive remedies for the elderly.*

25. *Another observation of the High Court that must be clarified, is Section 23 being a standalone provision of the Act. In our considered view, the relief available to senior citizens under Section 23 is intrinsically linked with the statement of objects and reasons of the Act, that elderly citizens of our country, in some cases, are not being looked after. It is directly in furtherance of the objectives of the Act and empowers senior citizens to secure their rights promptly when they transfer a property subject to the condition of being maintained by the transferee.”*



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40. *The Apex Court in the above judgment has considered the case of S.Vanitha cited supra. The Hon'ble Supreme Court in the case of Urmila Dixit cited supra culled out the legal proposition that, even an implied condition i.e., love and affection for execution of gift or settlement deed would be sufficient enough for nullifying the documents. The intent of the legislature has been considered by the Apex Court.*

9. Thus it is clear that the express condition in the settlement deed may not be required and non maintenance of a senior citizen *per se* would result in invoking the implied condition for which such gift or settlement deed has been executed by the senior citizen out of love and affection which is relatable to human conduct. Further, the legislative intention of the parliament indicating that an implied condition is sufficient and factual interferences can be drawn based on the nature of the settlement or gift deed executed. The circumstances under which the property was transferred are also to be taken into consideration. Thus, the implied condition would be sufficient for compliance with the condition stipulated under Section 23(1) of the Senior Citizens Act, empowering the competent authority to annul the Settlement or Gift Deed in such



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circumstances. The love and affection being the consideration, which can be traced out in the Settlement Deed, would be sufficient to hold that such love and affection is an implied condition that the senior citizen will be taken care of by the beneficiary of the Settlement Deed or gift deed. In the event of neglecting the senior citizen, the deed of settlement or gift is liable to be annulled.

10. In the case on hand, as state supra, after execution of settlement deed by the fourth respondent, the petitioner and the fifth respondent neglected to maintain the fourth respondent during her life time. Though the fourth respondent died, the other legal heirs are very much available as parties in this writ petition.

11. In view of the above, this Court finds no grounds to assail the impugned order passed by the first respondent. As such, the writ petition is devoid of merits and the same is liable to be dismissed. However, due to the demise of the fourth respondent, the petitioner, respondents 5 to 7 are at liberty to approach the civil court for appropriate relief in respect of the subject property.



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12. In the result, this writ petition is dismissed. Consequently,

connected miscellaneous petition is closed. There shall be no order as to costs.

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Neutral citation: Yes/No

Index: Yes/No

Speaking/Non-speaking order
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To

1.THE REVENUE DIVISIONAL OFFICER,
COIMBATORE NORTH, COIMBATORE DISTRICT.

2.THE SUB REGISTRAR,
ANNUR TALUK, COIMBATORE DISTRICT.

3.THE TAHSILDAR,
ANNUR TALUK, COIMBATORE DISTRICT.



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