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W.P.No.25594 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 18.11.2025

Pronounced on : 25.11.2025

CORAM:

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

W.P.No.25594 of 2025  
and  
W.M.P. Nos.28760 and 28761 of 2025

1. Senthil Vadivel
2. Tmt. Akilandeewari

... Petitioners

Versus

- 1.The District Collector, Tiruppur.
- 2.The Sub Collector, Tiruppur.
- 3.The Joint Sub-Registrar No.1, Tiruppur.
- 4.P. Mayilsamy
- 5.Baby Rani

... Respondents

**PRAYER:** Writ Petition filed under Section 226 of the Constitution of India, pleaded to issue a Writ of Certiorari, to call for the records relating to the proceedings in Mu.Mu.No.17201/2024/E1 dated 19.06.2025 of the first respondent herein and quash the same and also to declare the settlement deed dated 07.07.2025 in Doc.No.6323 of 2025 in the office of the 3<sup>rd</sup> respondent herein executed by the 4<sup>th</sup> respondent in favour of the 5<sup>th</sup> respondent as void and



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illegal, and pass such further or other orders as this Court may deem fit and proper in the circumstances of the case.

For Petitioners : Mr. A.R.L. Sundaresan, Senior Counsel,  
for Mr. L. Palanimuthu

For Respondents : Mr. R. Murthi, (for R1 to R3),  
Government Advocate.

: Mr. K. J. Parthasarathy, (for R4)

: Mr. S. Ramesh (for R5)

### **ORDER**

This writ petition has been filed challenging the order issued by the first respondent dated 19.06.2025, whereby the appeal filed by the fourth respondent was allowed and the settlement deeds executed by the fourth respondent in favour of the first petitioner were set aside.

2. The fourth respondent is the father of the first petitioner herein. The second petitioner is the wife of the first petitioner, and the fifth respondent is the daughter of the fourth respondent herein.

3. The fourth respondent has two sons and one daughter. He acquired the properties by way of partition among his family members, in which, he had



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settled some of the properties in favour of the first petitioner by way of six settlement deeds. The details are as follows:

i) the first settlement deed was executed on 20.11.2006 and registered as Doc. No.10722/2006 in respect of property comprised in S.No.17/1 situated at Andipalayam Village, Tiruppur, to an extent of 5240 sq.ft., out of love and affection and to provide for his future needs.

ii) the second settlement deed was executed on 25.04.2007 registered as Doc.No.4408/2007 in respect of property comprised in S.No.17/1 situated at Andipalayam Village, Tiruppur, to an extent of 10980 sq.ft., out of love and affection and to provide for his future needs.

iii) the third settlement deed was executed on 07.05.2007 registered as Doc.No.4757/2007 in respect of property comprised in S.No.17/1, the present S.No.17/1A2 to an extent of 40366 sq.ft., Door No.2/1578, situated at Andipalayam Village, Tiruppur.

iv) the fourth settlement deed was executed on 17.09.2020 registered as Doc.No.7574/2020 in respect of property comprised in S.No.17/1 situated at Andipalayam Village, Tiruppur, to an extent of 45 cents, in favour of the first petitioner. On the same day, the fifth settlement deed was executed and registered in favour of the first petitioner as Doc.No.7568/2020 comprised in



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S.No.16/1 to an extent of 5 cents and property comprised in S.No.17/1A2 to an extent of 46 ½ cents, both situated at Andipalayam Village, Tiruppur.

v) the sixth and final settlement deed was executed in favour of the first petitioner and registered as Doc.No.7569/2020 in respect of property comprised in S.No.17/2B to an extent of 6 ½ cents situated at Andipalayam Village, Tiruppur.

Thereafter, the fourth respondent herein lodged a complaint before the second respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. (hereinafter called as "*the Act*"). After enquiry, the second respondent rejected the complaint by order dated 21.08.2024 and directed the fourth respondent to approach the Civil Court for appropriate relief.

4. Aggrieved by the same, the fourth respondent filed an appeal before the first respondent, and by order dated 19.06.2025, the same was allowed, cancelling all the settlement deeds executed in favour of the first petitioner as well as the subsequent settlement deeds executed by the first petitioner in favour of the second petitioner.



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WEB COPY 5. Mr.A.R.L. Sundersan, the learned Senior Counsel for the petitioners, submits that the fifth respondent, being daughter of the fourth respondent had also filed a suit in O.S.No.693 of 2023, seeking 1/4<sup>th</sup> share in the property and the same is pending adjudication on the file of the District Court, Tiruppur, in respect of the properties in the hands of the fourth respondent. It is clearly stated therein that the properties were originally purchased by the fourth respondent's father, one Mr. Palanisamy, in the name of his wife, and therefore the properties belong to the fifth respondent's paternal grandmother. However, the properties were jointly enjoyed by the fourth respondent and his brother, Mr. P. Baluswamy, who had filed a suit in O.S.No.410 of 2002, before the learned Subordinate Judge, Tiruppur, seeking for partition.

5.1 Even according to the fifth respondent, the settlement deeds were not executed out of love and affection, but were obtained under coercion and undue influence. Therefore, it is submitted that the fifth respondent ought to have filed a suit to challenge the settlement deeds. There are six settlement deeds, out of which three were executed even prior to the enactment of the Act. Hence, the complaint under Section 23 of the Act cannot be maintained insofar as those settlement deeds executed prior to the commencement of the Act are concerned.



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5.2 The learned Senior Counsel further relied upon the contents of the counter affidavit filed by the fourth respondent and submitted that the settlement deeds were not executed out of his own volition or love and affection, nor were they supported by any consideration. However, the first respondent mechanically allowed the complaint filed by the fourth respondent and also set aside the subsequent settlement deeds executed by the first petitioner in favour of the second petitioner. He submits that, pursuant to the settlement deeds executed in favour of the first petitioner, the cancellation of the subsequent deeds is impermissible in law.

5.3 It is further submitted that though the properties is now settled in favour of the first petitioner, he is not claiming any rent from those properties, and the fourth respondent can very well collect rent from the properties which were settled in favour of the first petitioner.

5.4 He further submits that the very same order of the first respondent was also challenged in another writ petition in W.P.No.24814 of 2025, filed by the other brother of the fifth respondent. The said writ petition was referred to the Mediation Centre of this Court. During the mediation, the fifth respondent, the fourth respondent, the first petitioner and the other brother of the fifth respondent, namely, one Mr. Prabhakaran, entered into a compromise under a



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“Settlement of Agreement” dated 19.09.2025 and the writ petition was disposed of by an order dated 25.09.2025. Pursuant thereto, the settlement deeds, which were executed in favour of the first petitioner's brother were cancelled immediately, and the fourth respondent settled the said properties in favour of the fifth respondent herein, who is being the daughter of the fourth respondent. Therefore, the intention of the fourth respondent was only to cancel the settlement deeds and not on the ground that the first petitioner failed to maintain him. In fact, in the counter affidavit, he has categorically stated that the settlement deeds were not executed out of his own volition or out of love and affection.

6. Mr. K. J. Parthasarthy, the learned counsel appearing for the fourth respondent, by citing the counter affidavit filed by the fourth respondent submitted that the recitals in the settlement deeds clearly show that the settlement deeds were executed only due to love and affection, with the fond hope that the first petitioner would maintain the fourth respondent in future. Therefore, even though the fourth respondent stated in the counter affidavit that the settlement deeds were not executed out of love and affection, the recitals in the registered documents demonstrate the intention of the fourth respondent at the time of



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execution of the settlement deeds in favour of the first petitioner. In support of his contention, he also relied upon several Judgements of this Court. However, he fairly conceded that out of the six settlement deeds, three were executed prior to the enactment of the Act, and therefore cannot be cancelled under Section 23 of the Act.

7. Heard the learned counsel appearing on either side and perused the materials available on record.

8. On perusal of the records and upon considering the submissions made on both sides, it is seen that this issue has already been elaborately dealt with by this Court in several cases, including decisions rendered by the Hon'ble Division Bench of this Court. Admittedly, out of the six settlement deeds, the fourth respondent had executed three settlement deeds even before the enactment of the Act. The Act was enacted and came into force only on 31.12.2007. In order to maintain the complaint under Section 23 of the Act, the settlement deeds must have been executed after the Act came into force. It is therefore necessary to extract Section 23 of the Act, which reads as follows :-

*" 23. Transfer of property to be void in certain circumstances.*



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(i) *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."*

9. Thus, it is clear that if settlee fails to provide the basic amenities and physical needs to the settlor, and refuses or neglects to undertake such responsibilities, the settlement of the subject property shall be deemed to have been obtained by fraud, coercion or undue influence.

10. In this case, though the fourth respondent has stated in the counter affidavit that the settlement deeds were not executed out of his free will, volition, or love and affection, a perusal of the settlement deeds executed in favour of the



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first petitioner clearly reveals that all the properties were settled by the fourth respondent solely out of love and affection towards the first petitioner. Therefore, the counter affidavit filed before this Court cannot override the recitals of the duly executed and registered settlement deeds. All the settlement deeds were registered before the competent registering authority.

11. Section 23 of the Act provides that when a property has been transferred, whether by way of gift or otherwise, by a senior citizen on the condition that the transferee or beneficiary (ownee) shall provide basic amenities and physical needs to the transferor, and the transferee or beneficiary (ownee) subsequently fails to provide such amenities, the transfer shall be deemed to have been made by fraud, coercion or undue influence. In such circumstances, the transferor has the option to seek a declaration that the transfer is void.

12. On a perusal of the settlement deed, it is evident that the fourth respondent executed settlement deeds in favour of the first petitioner to make necessary arrangements for his welfare, and in discharge of his responsibilities towards his son, he provided future security to him. Further, although no consideration was involved in the execution of settlement deed, the consideration



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for the transfer is rooted in human conduct, care and conscience. The transfer was admittedly made out of love and affection. In the natural course of human behaviour, the settlor would expect that the settlee would continue to conduct himself in the same manner, as he had prior to the execution of the settlement deed. Therefore, such expectation forms part of the implied conditions of the transaction, governing the settlee's future conduct as well.

13. Thus, in the absence of any other circumstances, it must be presumed that the settlor expects the continuation of care and affection from the settlee even after the execution of the settlement deed, in the same manner, in which the settlor was cared for prior to its execution. Further, the intention of the Legislature, as reflected in the provisions of the Act, is to declare certain transfers to be void, keeping in view the fact that emotionally dependent senior citizens are often exploited by relatives who obtain properties on the pretext of providing emotional support. Therefore, the Legislature has consciously provided for such transactions to be declared as void, as the conduct leading to the transfer may be tainted by malice or fraud. Accordingly, the condition referred to under Section 23 must be understood with reference to the conduct and circumstances surrounding the settlor, and not merely from any specific stipulation in the deed



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of transfer. Hence, it is sufficient if the settlee has breached the promise or understanding given to the settlor at the time of execution of the settlement deed.

14. Further, sub-Section 2 of Section 23 of the Act envisages a situation where a senior citizen has a right to receive maintenance out of an estate. Where such a right exists, the right of maintenance can be enforced, against a transferee if the estate, or any portion thereof, is transferred to a person who has notice of such right, or if the transfer is gratuitous. However, such a right cannot be enforced against a transferee, who has taken the transfer without notice of the senior citizen's 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** in **W.P.No.28190 of 2022**, wherein this Court, after analysing various decisions of the Hon'ble Supreme Court of India as well as several Judgements of different High Courts, including those relied upon by the learned counsel appearing 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.*



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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 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*



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*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.*

*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.*



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*“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, 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 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.*



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*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 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.

15. On perusal of the complaint lodged by the fourth respondent, it is revealed that the first petitioner and his brother had assured the fourth respondent that they would maintain him and his wife, and on such assurance, they influenced him to execute the settlement deeds. Based on the assurance and also due to love and affection over his sons, the fourth respondent executed the settlement deeds. However, after the execution of the settlement deeds, the first petitioner and his brother failed to maintain him. Moreover, the first petitioner



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had further executed a settlement deed in favour of the second petitioner in respect of the properties that were settled in his favour. At present, the fourth respondent and his wife are being given shelter by the fifth respondent, who is the daughter of the fourth respondent.

16. Further, as per Section 23 of the Act, it is not contemplated that the conditions for maintaining the senior citizen must form as part of the recitals in the settlement deed. It only refers that there should be a condition for such transfer, and this condition may either be expressed or implied. Therefore, the consideration for executing a settlement deed is grounded in human conduct, care and conscience. Hence, the transfer of the property is admittedly based on love and affection. In the natural course of human conduct, any settlor would expect that the settlee continues to behave in the same manner as he behaved before the execution of settlement deed.

17. Finally, the Hon'ble Supreme Court of India, in ***Kamalakant Mishra v. Additional Collector and Ors.***, reported in ***2025 SCC OnLine 2077*** has held that the framework of the Act clearly indicates that the legislation was enacted to address the plight of senior citizens, and to ensure their care and



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protection. Being a welfare legislation, its provisions must be construed liberally so as to advance its beneficent purpose. It has further been held that the Tribunal has power to order eviction of a child or a relative from the property of a senior citizen, when there is a breach of the obligation to maintain the senior citizen. Therefore, this Court finds no infirmity or illegality in the order passed by the first respondent, except with respect to the three settlement deeds which were executed by the fourth respondent even prior to the commencement of the Act.

18. In view of the above, the order dated 19.06.2025 passed by the first respondent is partly set aside. Insofar as the cancellation of the settlement deeds, is concerned, the same cannot be sustained, as they were executed prior to the commencement of the Act :

i) The first settlement deed executed on 20.11.2006, registered as Document No.10711/2006, in respect of property comprised in S.No.17/1, Andipalayam Village, Tiruppur, to an extent of 5240 sq.ft., executed out of love and affection and to provide for the future needs of the first petitioner.

ii) The second settlement deed was executed on 25.04.2007, registered as Document No.4408/2007, in respect of property comprised in S.No.17/1,



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Andipalayam Village, Tiruppur, to an extent of 10980 sq.ft., executed out of love and affection and to provide for the future needs of the first petitioner.

iii) The third settlement deed executed on 07.05.2007, registered as Document No.4757/2007, in respect of property comprised in S.No.17/1, (present S.No.7/1A2) to an extent of 40366 sq.ft., Door No.2/1578, situated at Andipalayam Village, Tiruppur. However, the order passed by the first respondent is sustained insofar as the following settlement deeds dated 17.09.2020, respectively, are concerned, Doc.No.7574/2020, 7568/2020 and 7569/2020.

19. Accordingly, the Writ Petition is partly allowed. Consequently, the connected miscellaneous petition is also closed.

**25.11.2025**

Index : Yes/No  
Neutral citation : Yes/No  
Speaking/non-speaking order  
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To

1.The District Collector, Tiruppur.

2.The Sub Collector, Tiruppur.



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3.The Joint Sub-Registrar No.1, Tiruppur.

4.The Public Prosecutor, High Court of Madras, Chennai.

**G.K.ILANTHIRAIYAN, J.**

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**Pre-Delivery Order in**

W.P.No.25594 of 2025  
and  
W.M.P.Nos.28760 and 28761 of 2025

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