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W.P.No.26049 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.11.2025

CORAM:

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

W.P.No.26049 of 2023

Mrs. Chellammal

... Petitioner

Versus

1. The District Collector,
Coimbatore District, Coimbatore.

2. The Sub-Divisional Officer,
Sub-Collector, Collector Office Pollachi, Coimbatore District.

3. The Sub-Registrar, Kinathukadavu, Coimbatore.

4. Mr. A. Prabhuraj

... Respondents

Prayer : Writ Petitions filed under Article 226 of Constitution of India, pleaded to issue a Writ of Certiorarified Mandamus, to call for the records from 2nd respondent pertaining to order dated 26.06.2023 in Na.Ka.2047/2023/A1 and set aside the same and consequently set aside the settlement deed dated 20.02.2009 executed by petitioner in favour of 4th respondent, vide Doc.No. 859/2009 on the file of SRO, Kinathukadavu.

For Petitioner : Ms. N. Lavanya,
for Mr. E.C. Ramesh

For Respondents : Mr. R. U. Dinesh Rajkumar, (for R1 to R3)
Additional Government Pleader.
: Mr. V. Anandhamurthy (for R4)



W.P.No.26049 of 2023

ORDER

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This Writ Petition has been filed challenging the order of the second respondent dated 26.06.2023, whereby the authority partly allowed the petitioner's complaint, rejected the request to cancel the settlement deed, and directed the petitioner to approach the Civil Court for appropriate relief.

2. The petitioner is the mother of the fourth respondent. The petitioner's father had acquired the property comprised in Survey No.576/3, with an extent of 1.63 acres, and the property comprised in S.No.576/2D measuring 1.50 acres, situated at Mettupaavi Village, Coimbatore District, by way of a registered Sale deed, vide Doc. No.590 of 1973. Thereafter, he died as interstate, leaving behind the petitioner, her two daughters and the fourth respondent herein as his legal heirs. Subsequently, the two daughters and the fourth respondent executed a Release deed in favour of the petitioner, thereby relinquishing their rights in the said property. Thereafter, the petitioner had also purchased a land in S.No.573/2, to an extent of 3.45 acres, situated at Mettupaavi Village, Coimbatore District vide Doc. No.2182/1996, and the said property was also settled in favour of the fourth respondent out of love and affection and with the fond hope that he would discharge her obligations towards her during her old



W.P.No.26049 of 2023

age, by the petitioner by way of a settlement dated 20.02.2009 and registered vide Doc. No.859/2009. Thereafter, the fourth respondent got married on 05.12.2011. In the year 2022, the petitioner was diagnosed with Osteoporosis and was advised to undergo knee surgery. However, the fourth respondent neglected and refused to provide medical treatment or maintenance. Therefore, the petitioner sought the help of her daughters to undergo the surgery. The fourth respondent also failed to even provide food or medical expenses to the petitioner. Hence, the petitioner lodged a complaint under Section 23 of of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, before the second respondent. Upon detailed enquiry, the second respondent directed the fourth respondent to pay a sum of Rs.10,000/- per month as maintenance to the petitioner. However, as regards the cancellation of settlement deed, is concerned, the authority held that the petitioner must approach the Civil Court for appropriate relief.

3. The learned counsel for the fourth respondent submitted that the fourth respondent is ready to bear the entire medical expenses and to maintain her. He further submitted that the Settlement Deed is of the year 2009, and after lapse of 13 years, the petitioner lodged a complaint only based on the ill advice



W.P.No.26049 of 2023

of her daughters. It is further contended that the conditions as contemplated under Section 23 of the said Act, do not find place in the Settlement Deed.

Hence, the same cannot be cancelled under the said provision. If at all the petitioner has any grievance, she shall approach the appropriate Civil Court.

4. This issue has already been elaborately dealt by this Court in W.P.No.27492 of 2024 dated 22.10.2024, in the case of ***D. Eswari v. The Collector, O/o, the Collectorate, Erode District and one another.*** It is useful to extract the relevant portion of the said order dated 22.10.2024, which reads as follows:-

" 11. In the case on hand, the petitioner, being the mother, had settled the properties in favour of the second respondent out of love and affection for respect of the reward cum care that the son had shown to the mother. Further, on perusal of the settlement deeds, it reveals that being pleased with the care, love, affection, respect and good behavior, the petitioner had executed a settlement deed as a reward in favour of his son and in discharge of his responsibilities towards the son, she has also given future security to the son. Further, though no consideration was passed for execution of settlement deeds, 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.

12. 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



W.P.No.26049 of 2023

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.

13. 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 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 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 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



W.P.No.26049 of 2023

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 snior 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



W.P.No.26049 of 2023

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



W.P.No.26049 of 2023

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



WEB COPY



W.P.No.26049 of 2023

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 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. Further, though the settlement deeds does not contain a clause to the effect that only on condition to maintain the petitioner, the settlement deeds were executed in favour of the second respondent.

14. In view of the above, the complaint lodged by the petitioner under Section 23 of the Act is very much



W.P.No.26049 of 2023

maintainable. Even after orders were passed by the Revenue Divisional Officer and the first respondent, the second respondent failed to hand over the vacant possession of the subject land to the petitioner and did not permit her to enjoy the subject land. Therefore, the orders passed by the Revenue Divisional Officer and the first respondent are liable to be quashed. Accordingly, they are hereby quashed. The complaint lodged by the petitioner under Section 23 of the Act is hereby allowed. The settlement deeds executed by the petitioner are hereby declared null and void as sham and nominal. The second respondent shall hand over vacant possession to the petitioner forthwith."

5. In view of the aforesaid order passed by this Court, and since the said order was challenged by the second respondent in W.A.No.3788 of 2024, which was also dismissed, thereby confirming the order passed by the learned Single Judge made in W.P.No.27492 of 2024 dated 22.04.2025, the ratio laid down therein has attained finality.

6. In view of the above, the said decision is squarely applicable to the facts of the present case. Admittedly, the petitioner had acquired the subject



W.P.No.26049 of 2023

properties and subsequently executed the settlement deed in favour of the fourth respondent. Hence, the impugned order dated 26.06.2023 issued by the second respondent cannot be sustained and is liable to be set aside.

7. Accordingly, this Writ Petition is allowed, and the order of the second respondent dated 26.06.2023 is hereby set aside. The fourth respondent is directed to handover the vacant possession of the subject property to the petitioner within a period of four (4) weeks from the date of receipt of a copy of this order. No costs.

8. It is made clear that there is no right, title or interest over the subject property shall accrue in favour of the fourth respondent during the lifetime of the petitioner.

06.11.2025

Index : Yes/No
Speaking/Non-Speaking Order
Neutral Case Citation : Yes/No

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G.K.ILANTHIRAIYAN. J.



WEB COPY



W.P.No.26049 of 2023

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To

1. The District Collector, Coimbatore District, Coimbatore.
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Sub-Collector, Collector Office Pollachi, Coimbatore District.
3. The Sub-Registrar, Kinathukadavu, Coimbatore.

W.P.No.26049 of 2023

06.11.2025