



W.P.No.29291 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.10.2025

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.29291 of 2022

and

W.M.P.Nos.28585 and 28586 of 2022 and 41887 of 2025

Malarvizhi Pinheiro

... Petitioner

Vs.

1. The District Collector,
62, Rajaji Salai,
Chennai Collectorate,
Chennai-600 001.

2.The Revenue Divisional Officer,
Office of the Revenue Divisional Officer,
North Chennai,
Mahalakshmi Nagar,
Puzhal, Chennai-600 060.



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3.The Sub Registrar,
District of Joint I,
Chennai North.

4.Pamela Manuel

5.Vasanthan Pinheiro

... Respondents

PRAYER : Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorari, to call for the records of the second respondent pertaining to the impugned order dated 14.10.2022 bearing Na.Ka.No.A4/3305/2022 passed by the second respondent and quash the same.

For Petitioner : Mr.A.Palaniappan

For Respondents : Mr.A.M.Ayyadurai
Government Advocate for R1
Mr.V.Selvaraj for R5
Mr.R.Veeramani
for R4

ORDER

This Writ Petition has been filed challenging the impugned order dated 14.10.2022 passed in Na.Ka.No.A4/3305/2022 by the second



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respondent.

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2. The learned counsel appearing for the petitioner submits that the petitioner is the daughter of the fourth respondent and sister of the fifth respondent. Out of love and affection, the fourth respondent executed a settlement deed dated 22.01.2015 in favour of the petitioner bearing Document No.35 of 2015 on the file of the third respondent in respect of half share in the total extent of the property being at Old Door No.167/1, New Door No.334, Thambu Chetty Street, Muthialpet, George Town, Chennai, to an extent of 2962 sq.ft. In the settlement deed, there were clauses, in which, it has been clearly stated that “the settlor thus settles the schedule mentioned property unto the settlee to have and to hold the same absolutely after the life time of the settlor; the settlor hereby covenants that she shall not revoke this Deed of Settlement for any reason whatsoever and that this Deed of



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Settlement shall be an irrevocable one; the settlor doth hereby declares that

she shall collect monthly rents from the tenants in the Schedule mentioned property till her life time and also shall pay all the rates, taxes and other public charges in respect of the Schedule mentioned property; and the settlee shall cause mutation of names in the Chennai Corporation property tax record, water and sewerage tax record, Patta, Electricity Board record and other records relating to the Schedule mentioned property, only after the life time of the Settlor”. The aforesaid clauses in the settlement deed make it clear that the fourth respondent is not entitled to cancel the settlement deed and the settlement deed is irrevocable one and if at all the petitioner has committed any violation, it can be decided only in a Parents Senior Petition.

While so, the second respondent, without considering the fact that the settlement deed is irrevocable one, canceled the settlement deed at the instance of the fourth respondent in an application for maintenance of



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parents which is not sustainable one. Hence, he prays for allowing this writ petition.

3. The learned counsel appearing for the fourth respondent submits that out of love and affection, the fourth respondent settled the property in favour of the petitioner and as per Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, if there is any violation, the first and second respondents are entitled to cancel the settlement deed and such power exercised by the first and second respondents need not be interfered with under Article 226 of the Constitution of India. In support of his contention, he relied on the judgment of this Court in the case of *Maruthayairmal (Deceased) vs. Pushpam* reported in *2010(2) MWN (Civil) 405*. Hence, he prays for dismissal of this petition.



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4. Heard the learned counsel appearing for the petitioner, the learned

Government Advocate appearing for the first respondent, learned counsel appearing for the fourth respondent and the learned counsel appearing for the fifth respondent.

5. The relationship between the parties are not in dispute. Admittedly, the fourth respondent, who is the mother of the petitioner, has made a complaint before the second respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, on 05.05.2022 and pursuant to the same, the second respondent cancelled the settlement deed dated 22.01.2015 as if the petitioner violated the conditions imposed in the settlement deed. Challenging the same, the present writ petition has been filed.



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6. It is pertinent to extract here the relevant portion of the settlement deed executed by the fourth respondent in favour of the petitioner:-

“THE SETTLOR thus settles the Schedule mentioned property UNTO THE SETTLEE TO HAVE AND TO HOLD the same absolutely after the lifetime of the Settlor together with all rights of air, light, water ways, liberties, easements, privileges and advantages and appurtenance whatsoever of the said property or any part thereof together with any right or rights that have accrued or may accrue in respect of the Schedule mentioned property under any act or ordinance and to enjoy the same absolutely after the life time of the Settlor without any interruption and interference of any person whomsoever.

THE SETTLOR hereby covenants that she shall not revoke this Deed of Settlement for any reason whatsoever and that this Deed of Settlement shall be an irrevocable one.



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THE SETTLOR doth hereby declares that she shall collect monthly rents from the tenants in the Schedule mentioned property till her life time and also shall pay all the rates, taxes and other public charges in respect of the Schedule mentioned property.

THE SETTLEE shall cause mutation of names in the Chennai Corporation property tax record, Water and Sewerage tax record, Patta, Electricity Board record and other records relating to the Schedule mentioned property, only after the life time of the Settlor.”

7. From the aforesaid clauses, it makes clear that the settlor is entitled to retain the scheduled mentioned property till her lifetime and the settlee, namely, the petitioner is not entitled to alienate the property and since the settlement deed is irrevocable deed, the settlor has no power to cancel the settlement deed and the settlor/fourth respondent is entitled to receive the



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monthly rents from the tenants in the schedule mentioned property till her life time and even the mutation of the revenue records and other records relating to the schedule mentioned property has to be made only after the life time of the fourth respondent. However, the second respondent, without considering the above aspects, cancelled the settlement deed which is not permissible one and such power is not available with the second respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. It is relevant to extract here Section 23 of the Act:-

“23.Transfer of property to be void in certain circumstances

1. 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



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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.”

8. From Section 23 of the Transfer of Property Act, it is evident that it is the duty of the transferee to maintain the senior citizen who has settled the property on the settlee/transferee. Though the settlement deed need not necessarily provide for a revocation clause, Section 23 provides the settlor



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with the right to get maintenance from the settlee, else, the settlement/transfer of the property could only be held to be under the undue influence.

9. In the present case, though the deed of settlement is an unrevocable settlement, however the settlor has held on to the property till her lifetime together with rights relating to collection of rents from the tenants in the schedule mentioned property and that as per Section 23 of the Transfer of Property Act, it is the duty of the petitioner to maintain the fourth respondent, who is her mother. However, without considering the fact that the settlement deed is a revocable deed, the second respondent had cancelled the settlement deed at the instance of the fourth respondent, which is not permissible. However, it is to be made clear that it is the duty of the petitioner to maintain the fourth respondent till her lifetime, including the



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right of the fourth respondent/settlor to hold on to the property for the purpose of collection of rents from the tenants. Therefore, any document executed by the respondents 4 & 5 is not binding on the petitioner and if at all the fourth respondent has any grievance, the proper course open to the fourth respondent is only to go before the civil court to ventilate her grievance. Further, the judgment relied on by the learned counsel for the fourth respondent is not applicable to this case.

10. In the above circumstances, this writ petition is allowed setting aside the order passed by the second respondent and if the fourth respondent has any grievance, it is open to the fourth respondent to have her grievance redressed in the manner known to law by working out her remedy before the competent civil court. It is further made clear that liberty is granted to the fourth respondent to work out her plea for maintenance from the petitioner



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in the manner known to law. Consequently, connected miscellaneous

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petitions are closed. There shall be no order as to costs.

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NCC: Yes / No

Index : Yes / No

Speaking Order : Yes / No

ssb



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To

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M.DHANDAPANI, J.

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