



W.P(MD)No.8160 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 16.06.2025

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P(MD)No.8160 of 2025

and

W.M.P(MD)Nos.6122 and 6124 of 2025

R.S.Vaiyapuri

... Petitioner

Vs.

1.The Appellate Authority,
The Maintenance and Welfare of Parents
And Senior Citizens Act / the District Collector,
Karur District,
Karur.

2.The Presiding Officer,
Senior Citizens Tribunal / Revenue Divisional Officer,
Karur Revenue Divisional Office,
Karur.

3.V.Murugesan

4.M.Manjula

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned order passed by the first respondent by vide proceedings in Moo.Mu.21092/2023(E4) dated 08.02.2024 by confirming the order passed by the second respondent by vide proceedings in



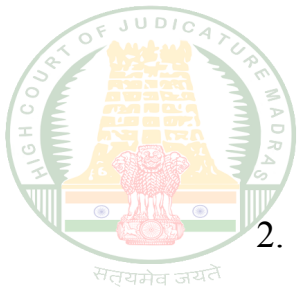
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Moo.Mu.Aa1/8875/2023 dated 03.11.2023 and quash the same as illegal and consequently to direct the respondents 1 and 2 to cancel the settlement deed in favour of the third respondent in Document No.129 of 2007 dated 29.01.2007 and settlement deed in favour of the fourth respondent Document No.637 of 2010 dated 16.04.2010 on the file of the Sub Registrar, Karur.

For Petitioner	: M/s.Muthu Kamatchi
For R1 & R2	: Mr.D.Ghandiraj Special Government Pleader
For R3 & R4	: Mr.S.Srinivasa Raghavan

ORDER

This writ petition has been filed to quash the impugned order, dated 03.11.2023 passed by the second respondent which stands confirmed by the first respondent vide order, dated 08.02.2024 under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 and consequently to direct the respondents 1 and 2 to cancel the settlement deed in favour of the third respondent, dated 29.01.2007 and settlement deed in favour of the fourth respondent, dated 16.04.2010 on the file of the Sub Registrar, Karur.



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2. By the first mentioned order, the request of the petitioner for cancellation of the settlement deeds, dated 21.09.2007 and 16.04.2010 has been rejected on the ground that they are not conditional settlement. By the second mentioned order, the first respondent confirmed the above view. Hence, the petitioner is before this Court.

3. The respondents 3 and 4 are the son and daughter-in-law of the petitioner. The petitioner has executed a settlement deed in favour of the third respondent on 21.09.2007 and the third respondent in turn has settled the property in favour of the fourth respondent (wife) on 16.04.2010. The law on the subject has now attained clarity in terms of the decision of the Hon'ble Supreme Court in the case of **Urmila Dixit Vs Sunil Sharan Dixit and others** reported in **2025 SCC Online SC 2**, wherein, it has been held as under:

18. Keeping in mind the beneficial intention of the statute and the above expositions, we now proceed to consider the issue at hand.

19. Section 23 of the Act reads:

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

(1) Where any senior citizen who, after the commencement of this Act, has transferred 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-section (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.

20. In Sudesh Chhikara v. Ramti Devi and Anr.10, this Court refused to grant the benefit of Section 23 in the absence of an averment that the transfer in question was subject to a condition for maintenance of the parents. It was observed:

“14. 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.” (emphasis supplied)

21. Furthermore, in Sudesh (supra) for attracting the application of Section 23(1), the following essentials were expounded:

- (a) The transfer must have been made subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor; and*
- (b) The transferee refuses or fails to provide such amenities and physical needs to the transferor.*



22. Adverting to the facts at hand, we find that there are two documents on record. One, a promissory note dated 07.09.2019 which records that the promisor (Respondent) shall serve the Appellant and her husband till the end of their life, and in the absence of him fulfilling such obligation, the subsequent deed can be taken back by the Appellant. Second, the Gift Deed dated 07.09.2019 also records a similar condition, i.e. the donee maintains the donor, and the former makes all necessary provisions for the peaceful life of the Appellant-donor. Both these documents were signed simultaneously.

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.

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



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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.

26. In view of the above, the impugned judgment and order with the particulars as described in paragraph one of this judgment, is set aside. Consequently, the Gift Deed dated 07.09.2019 is quashed. In the attending facts and circumstances of this case, the Appeal is allowed. Possession of the premises shall be restored to the Appellant by 28.02.2025.

27. The Registry is directed to communicate this judgment to the concerned authorities of the State of Madhya Pradesh who shall ensure compliance. Pending applications, if any, shall stand disposed of.

4. This view is now followed by the Division Bench of this Court in W.A.No.3582 of 2024 vide its order, dated 06.03.2025, wherein, it has been observed as under:

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.

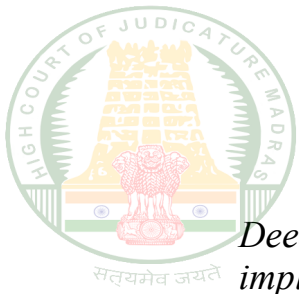
(B) Beneficial Construction and the Protection of Senior Citizens Act, 2007:

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*

45. *The Hon'ble Supreme Court of India in the recent case of Urmila Dixit cited supra interpreted Section 23(1) of the Act to hold that express condition in the 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. Thus, all other judgments of the High Courts running counter to the principles laid down by the Hon'ble Supreme Court in Urmila Dixit's case denuded to lose its status as precedent.*

47. *The legal position, as narrated in the aforementioned paragraphs, in the context of the principles laid down by the Hon'ble Supreme Court of India and High Courts, makes it clear that the conditions under Section 23(1) of the Senior Citizens Act need not be explicit, but might be implied. The love and affection being the consideration, which can be traced out in the Settlement*



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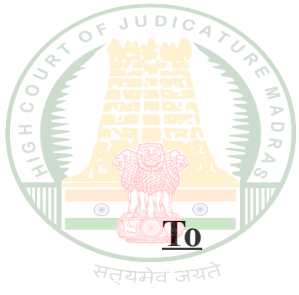
Deed, would be sufficient to hold that such love and affection is an implied condition that the senior citizen will be taken care of by the beneficiary of the Settlement Deed or gift deed. In the event of neglecting the senior citizen, the deed of settlement or gift is liable to be annulled.

48. In the present case, the senior citizen, both in her complaint and before the Revenue Divisional Officer, categorically deposed that she was completely neglected by her son during his lifetime and by her daughter-in-law. The senior citizen has three daughters, but she executed the settlement deed in favour of her only son, denying equal property rights to her daughters. Therefore, it would be a natural expectation that her son and daughter-in-law would take care of her till her life time. Such a condition being implied under Section 23(1) of the Senior Citizens Act, the decision of the competent authority annulling the Settlement Deed is in consonance with the spirit and objectives of the Senior Citizens Act.

5. In view of the above, the impugned order is quashed. Accordingly, the writ petition stands allowed. No costs. Consequently, the connected miscellaneous petitions are closed.

16.06.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
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2. The Presiding Officer,
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C.SARAVANAN, J.

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