



WEB COPY



W.P(MD)No.31752 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 07.11.2025

CORAM

THE HONOURABLE MS.JUSTICE P.T.ASHA

Writ Petition(MD)No.31752 of 2025

and

W.M.P(MD)No.24925 of 2025

S.Ramiah

..Petitioner

Vs

1.The District Collector / Appellate Tribunal,
For Senior Citizen Maintenance & Welfare,
Office of the District Collector,
Pudukkottai District – 622 001.

2.Revenue Divisional Officer / Tribunal for
Senior Citizen Maintenance & Welfare,
Pudukkottai Division,
Pudukkottai District.

3.The Sub Registrar,
Thirumayam,
Pudukkottai District.

4.Jayaprakash

..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 relating with the order of the 1st respondent made in Na.Ka.C6



W.P(MD)No.31752 of 2025

E-3582794/2025 dated 21.08.2025 confirming the order of the 2nd respondent made in Pa.Mu.No.958/2025/A6 dated 27.05.2025 and quash the same as it is arbitrary and illegal and in consequence to declare the gift settlement deed in Doc No.776/2017 dt.19.05.2017 on the file of the 3rd respondent is null and void.

For Petitioner : Mr.R.Suriya Narayanan

For Respondents : Mrs.D.Farjana Ghoushia
Spl. Govt. Pleader for RR1 to 3

ORDER

This Writ Petition is directed against the order of the first respondent/ District Collector dated 21.08.2025 in Na.Ka.C6 E-3582794/2025, confirming the order of the second respondent / Revenue Divisional Officer dated 27.05.2025 in Na.Ka.No.958/2025/A6, by which the petitioner's request for cancellation of the Gift Settlement Deed dated 19.05.2017, registered as Document No.776/2017, was rejected.

2. The petitioner, a senior citizen aged about 96 years, is the owner of ancestral property comprised in Survey No.140/3 measuring 0.21.5 acres situated at Ayingudi Village, Pudukkottai District. On 19.05.2017, he executed a registered Gift Settlement Deed in favour of his grandson, the fourth respondent. Alleging that the fourth respondent failed to maintain him after execution of the settlement and attempted to alienate the property,



W.P(MD)No.31752 of 2025

the petitioner approached the Maintenance Tribunal under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the settlement deed.

3. The Revenue Divisional Officer, by order dated 27.05.2025, declined to cancel the settlement deed on the ground that it did not contain any express condition obligating the transferee to maintain the transferor. However, exercising jurisdiction under Section 9 of the Act, the third respondent was directed to pay monthly maintenance. The appeal preferred by the petitioner under Section 16(1) of the Act was dismissed by the District Collector on 21.08.2025, confirming the findings of the Maintenance Tribunal.

4. The learned counsel for the petitioner submitted that the authorities failed to appreciate the benevolent object of the Act and that when a senior citizen transfers property to a close relative out of love and affection, an obligation to maintain must be treated as implicit.

5. Per contra, the learned Special Government Pleader contended that Section 23(1) of the Act can be invoked only when the transfer is made subject to a specific condition of maintenance.



W.P(MD)No.31752 of 2025

6. Section 23(1) of the Act enables cancellation of a transfer only when such transfer is made subject to the condition that the transferee shall provide basic amenities and physical needs to the transferor and such condition is breached. The existence of such a condition is therefore a mandatory statutory requirement.

7. A perusal of the Gift Settlement Deed dated 19.05.2017 reveals that it does not contain any recital imposing an obligation on the fourth respondent to maintain the petitioner. On the contrary, the deed specifically declares that the settlor and other heirs shall have no future right or claim over the property. Though the Act is a beneficial legislation intended to protect senior citizens, the scope of Section 23(1) cannot be enlarged by judicial interpretation so as to read into the document a condition which is not expressly provided.

8. In the absence of an express condition of maintenance, the authorities were justified in declining cancellation of the settlement deed. Simultaneously, the authorities have exercised their powers under Section 9 of the Act and directed payment of monthly maintenance to the petitioner, thereby safeguarding his welfare. This Court finds no perversity, illegality, or procedural impropriety in the impugned orders warranting interference under Article 226 of the Constitution of India.



W.P(MD)No.31752 of 2025

9. Accordingly, the Writ Petition fails and is dismissed. However, the direction issued by the authorities requiring the fourth respondent to pay monthly maintenance of Rs.5,000/- shall remain in force. If the said amount has not been paid, it is open to the petitioner to take appropriate steps in accordance with law for enforcement of the maintenance order. No costs. Consequently, the connected miscellaneous petition is closed.

07.11.2025

NCC : Yes/No
Index : Yes/No
Internet:Yes
skn

To

1.The District Collector / Appellate Tribunal,
For Senior Citizen Maintenance & Welfare,
Office of the District Collector,
Pudukkottai District – 622 001.

2.Revenue Divisional Officer / Tribunal for
Senior Citizen Maintenance & Welfare,
Pudukkottai Division,
Pudukkottai District.

3.The Sub Registrar,
Thirumayam,
Pudukkottai District.



WEB COPY



W.P(MD)No.31752 of 2025

P.T.ASHA, J.

skn

Writ Petition(MD)No.31752 of 2025
and
W.M.P(MD)No.24925 of 2025

07.11.2025