



**CM-6309-CWP-2025 in/and
CWP-5064-2019 1**

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**(101+205) CM-6309-CWP-2025 in/and
CWP-5064-2019
Date of Decision : July 03, 2025**

Jaspal Kaur

.. Petitioner

Versus

**District Magistrate-cum- Appellate Tribunal, Sangrur and others
.. Respondents**

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Japsehaj Singh, Advocate and
Mr. Aman Pal, Advocate, for the petitioner.

Mr. Karan Gupta, Advocate, for respondent No.3.

HARSIMRAN SINGH SETHI J. (ORAL)

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Present application has been filed for preponing the date of hearing of the main writ petition i.e. CWP-5064-2019, which now stands adjourned to 01.09.2025.

Notice of the application to the counsel opposite.

Mr. Karan Gupta, Advocate, accepts notice on behalf of respondent No.3. He raises no objection for the grant of the prayer as raised in the present application.

Keeping in view the averments made in the application, which are duly supported by an affidavit, the application is allowed and hearing the main petition i.e CWP-5064-2019 is preponed from 01.09.2025 to today.



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1. In the present writ petition, the challenge is to the order dated 05.12.2018 (Annexure P-5) having endorsement dated 26.12.2018 passed by the Appellate Authority envisaged under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred as '2007 Act') by which, the appeal of the respondent No.3 has been accepted and the order dated 12.06.2018 (Annexure P-3) passed by the Tribunal setting aside the transfer deed dated 04.04.2011, was set aside and the respondent herein was directed to pay a sum of Rs.10,000/- per month to the senior citizen.

2. Learned counsel appearing on behalf of the petitioner-senior citizen submits that it was a proper case where after proper adjudication of the evidence, the Tribunal vide order dated 12.06.2018 (Annexure P-3) had recorded a finding that the senior citizen was not being maintained properly at the hands of the respondent No.3 which was the condition while transferring the property in question and therefore, the requirement of Section 23 of the 2007 Act was complete and the transfer deed was set aside, which order was annulled by the Appellate Authority while passing the impugned order dated 05.12.2018 (Annexure P-5) and that too without due application of mind.

3. Learned counsel for the petitioner-senior citizen prays that the order dated 05.12.2018 (Annexure P-5) may kindly be set aside and the order passed by the Tribunal dated 12.06.2018 (Annexure P-3) may kindly be maintained.



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4. Learned counsel appearing on behalf of respondent No.3 submits that the Tribunal has passed the order setting aside the transfer deed in favour of respondent No.3 on the ground that the petitioner-senior citizen was not being maintained rather, it has already come to notice that on the asking of another daughter to whom the petitioner-senior citizen had already given property namely Rajinder Kaur, civil proceedings were initiated against the respondent No.3 for setting aside the transfer of the property, which shows that the intention is to take the property back by misusing the provisions of 2007 Act.

5. Learned counsel for respondent No.3 further submits that as the petitioner-senior citizen did not succeed in the civil proceedings initiated against the respondent No.3, an application under 2007 Act was filed against respondent No.3 on the ground that the senior citizen was not being maintained which fact was not appreciated correctly by the Tribunal and on an appeal filed by respondent No.3 before the Appellate Authority, the Appellate Authority after considering all the evidence and facts came to the conclusion that the petitioner-senior citizen was being maintained as required and the cancellation of the transfer deed in favour of respondent No.3 was set aside and the respondent herein was directed to pay a sum of Rs.10,000/- per month and he is ready and willing to pay the said amount with arrears if any.

6. I have heard learned counsel for the parties and have gone through the record with their able assistance.

7. Certain requirements have been envisaged under Section 23 of the 2007 Act which needs to be fulfilled before cancellation of the transfer



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deed. One of the ingredients is that there has to be a condition stipulated in the transfer deed stating that the transferor is to be maintained by the senior citizen transferee. Second ingredient is that the senior citizen has to aver and prove before the Tribunal exercising jurisdiction under 2007 Act that the senior citizen was not being maintained which led to the filing of the application under Section 23 of the 2007 Act. Section 23 of the 2007 Act is as under:-

“ 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-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. By applying the abovementioned Section 23 of the 2007 Act in the present case, it may be noticed that the senior citizen had transferred the land equally in favour of respondent No.3-Baldev Kaur as well as one



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Rajinder Kaur.

9. Learned counsel for the petitioner concedes that Rajinder Kaur was maintaining the senior citizen.

10. Once, the senior citizen was being maintained by one of the transferee, nothing has come on record to show as to what more was required to be done by Baldev Kaur so as to maintain the senior citizen. The provisions which have been envisaged under 2007 Act is to ensure the proper maintenance of the senior citizen so that he/she can live a dignified life. In the present case, it is a conceded position that Rajinder Kaur who was one of the transferee was maintaining the senior citizen as required and nothing has come on record to show that what more was required to be done by the Baldev Kaur so as to further maintain the senior citizen which duty was not performed by respondent No.3-Baldev Kaur.

11. In the absence of any such evidence before the Tribunal, the finding recorded by the Tribunal in its order dated 12.06.2018 (Annexure P-3) that the senior citizen was not being maintained was contrary to the evidence and facts on record which order has rightly been set aside by the Appellate Authority vide impugned order dated 05.12.2018 (Annexure P-5).

12. Further, the Appellate Authority directed Baldev Kaur to pay a sum of Rs.10,000/- per month even though the senior citizen was already being maintained. That being so, due care was taken by the Appellate Authority for the welfare of the senior citizen which needs no interference by this Court.

13. Learned counsel for the petitioner-senior citizen submits that a sum of Rs.10,000/- as directed has not been paid to the petitioner.



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14. Learned counsel for respondent No.3 submits that efforts were made to give the same to the petitioner-senior citizen, which petitioner did not accept and within a period of two months from today, all the arrears which have accrued in favour of the petitioner-senior citizen on account of the order of the Appellate Authority will be deposited in the Account No.65040294249 in SBI Jakhepal Branch, Sangrur, IFSC No.SBIN0050335.

15. It may be noticed that in case respondent No.3-Baldev Kaur does not execute the undertaking given here for the payment of the arrears of maintenance, the petitioner-senior citizen will be free to file an application for execution of the same. In case, any such application is filed by the petitioner, strict view will be taken against respondent No.3-Baldev Kaur including the initiation of contempt proceedings for violating the undertaking given before this Court.

16. Accordingly, the present writ petition is dismissed with observations made hereinbefore.

July 03, 2025
harsha

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No