IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

101 **CWP-19619-2025**
Date of Decision : December 15, 2025

KULDIP SINGH SANDHU

-PETITIONER

V/S

DISTRICT MAGISTRATE CUM APPELLATE AUTHORITY AND ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Karambir Singh Nalwa, Sr. Advocate, with
Ms. Ashima Attri, Advocate,
Mr. Alamgir Khanna, Advocate,
Mr. Vismaad S. Bajwa, Advocate, and
Mr. Ashmeet Shah, Advocate
for the petitioner.

Mr. Deepak Sharma, Addl. Standing Counsel, with
Mr. Aniket Aggarwal, Panel Counsel
for the respondents No.1 and 2- U.T. Chandigarh.

Mr. R.S. Narang, Advocate, with
Ms. Manpreet Kaur, Advocate,
Ms. Ishita Kaur, Advocate, and
Mr. Satbir Singh, Advocate
for the respondent No.3.

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KULDEEP TIWARI, J. (ORAL)

1. The petitioner, a nonagenarian father, has approached this Court aggrieved by the orders passed by the Maintenance Tribunal and the Appellate Tribunal, whereby his application under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as "the Act of 2007"), seeking a declaration that the transfer of his shares in favour of his daughter/respondent No.3 is void, came to be dismissed vide order dated 19.12.2023, and the statutory appeal preferred thereagainst was also dismissed vide order dated 15.04.2025.

2. The case at hand presents an unfortunate situation, wherein a father, in the evening of his life, has levelled serious allegations of fraud, coercion, and undue influence against his own daughter regarding transfer of shares. It has been alleged that respondent No.3 misused the fiduciary relationship subsisting between the parties to procure the transfer.

3. The pivotal issue before this Court is *"whether the allegations on which Section 23 of the Act of 2007 has been invoked suffice to declare the transfer of shares void*". In order to pen down an answer to this issue, it is deemed imperative to begin with capturing a concise and compendious backdrop of material facts and allegations, whereon hinges the petitioner's claim.

4. In the present case, the following two documents were executed by the petitioner for transfer of shares in favour of respondent No.3:-

> *"(i) The Application (Annexure-I) signed and submitted by the Applicant to the Depository Participant on 31/03/2022 declaring his relationship with the Respondent and stating as under:*
>
> > *"Now I am going to transfer the below written shares in Mrs. Simmer Sandhu (daughter) demat account 1201640000202501 under off market code 31 (transfer between family transfer)."*
>
> *(ii) Delivery Instruction Slip (DIS) No. 10143143 signed and submitted by the Applicant to the Depository Participant on 31/03/2022."*

5. The petitioner has consistently alleged that the transfer of shares in favour of respondent No.3 was procured by fraud, coercion, and undue influence, and that the fiduciary relationship was breached by her. The allegations, as culled out by the Maintenance Tribunal while dismissing the petitioner's application, are reproduced hereinafter:-

"Further, applicant submitted that in 2018, he was in need of money for some family requirements and wanted to sell some shares to cater to this requirement. Further, he submitted that he had no experience to sell the shares as he never sold any shares earlier. At that time, his shares portfolio/demat account was with HDFC Bank. The respondent ie Smt. Simrat Sandhu under the garb of helping the applicant to sell these shares, she transferred his shares portfolio/demat account to a company by the name of "Mansukh Securities Finance Ltd. (Mansukh Investment and Trading Solutions), SCO 33, Sector 20-D, Chandigarh", where unbeknownst to him, she was already having her own trading/shares account. Further, applicant submitted that respondent without asking/informing him, gave her mobile number as the official mobile number of the applicant's shares/trading account in Mansukh Securities Finance Ltd. The applicant came to know that she had done this so that she would receive the OTP (One-Time Password) whenever she want to transfer shares from the applicant's account. Further, applicant submitted that in July 2021, the applicant along with other family members, moved to Chandigarh as respundent wanted to shift to Chandigarh to look after her newly-born granddaughter, Applicant alleged that from the very first day of their stay with respondent, she was constantly bickering and arguing over one thing or another and her behavior towards the applicant and his wife was very intimidating and torturous. Further, applicant submitted that due to her quarrelsome nature and intimidating behavior towards applicant, they had to pacify her time and again out of fear for what she could do to them as they were entirely at her mercy. Further, applicant submitted that respondent regularly demanded money for letting them stay with her. Having no other option and feeling constantly burdened and crushed with the immense mental pressure, torture, guilt and agony routinely mounted upon the applicant by respondent, the applicant paid her Rs. 8,00,000/-in July 2021 via RTGS at the rate of Rs. 50,000/- per month. Further, applicant submitted that in March 2022, the applicant visited Mansukh Securities Finance Ltd. (Mansukh Investment and Trading Solutions), SCO 33, Sector 20-D,

Chandigarh and he was shocked to find that respondent had listed herself as he sole nominee of his shares without his permission. When applicant inquired about the process for changing the nominee of his shares/demat account and Mansukh Company gave him a form for this purpose and told him that he needs to attach signature verification from his bank. When the applicant came back home, the respondent saw this form and got furious and created a huge ruckus. Thereafter, respondent started misbehaving, shouting and quarreling with the applicant and his wife and said extremely unpleasant and disgusting words to them. Further, applicant submitted that after meting out this horrifying treatment and torture, respondent bluntly told them that the applicant cannot give these shares to anyone except her. After more than three days of no sleep, while the applicant was in a weak and dilapidated state, respondent bluntly told him that she would only let him and his wife sleep, if the applicant signs few paper(s). Further, applicant submitted that respondent promised them that she will maintain and take care of the applicant and his wife and provide them basic amenities and fulfill their basic physical needs and will not subject them to this treatment anymore, if the applicant signs the paper(s). Further, applicant submitted that being sleep deprived, physically stressed and mentally disturbed and in lieu of the promise made by respondent that she will take care of the applicant and his wife, maintain them and provide them the basic amenities and fulfill their basic physical needs and also because they wanted to put an end to the ordeal which was being inflicted upon them, the applicant signed the paper(s) on 31/03/2022. Applicant stated that in this manner, respondent got the applicant's signature on a delivery instruction slip for transfer of all the shares of the applicant into her account and she had confirmed this transfer by giving the OTP which was received on her mobile number as in the year 2018, she had given her personal mobile number as the official mobile number of the applicant's demat account. It became evident that this was a long-planned conspiracy. She had transferred the applicant's account from HDFC Bank to Mansukh, where respondent also had her own account and had given her personal mobile number as an *official mobile number of the applicant's account so as to facilitate transactions from his account without his consent/knowledge. After that, the respondent did not allow the applicant and his wife to leave their house and forcibly kept them confined for about 10-12 days and thereafter and in April 2022, the respondent left and ran away, as she had already fulfilled her evil design, which she had intended to do from the very beginning. Since then, the applicant has been imploring the respondent to return his shares as said shares was his hard-earned private assets/property. Applicant further alleged that respondent has snapped all ties with the applicant what to say of the promise of taking care of the applicant and his wife, maintaining them, providing them basic amenities, fulfiling their basic physical needs and being cordial and respectful towards them. In fact, the applicant is unable to contact her through her family as it seems her entire family blocked his mobile numbers. Further, applicant submitted that from aforesaid facts, it is clear that the respondent has refused and failed to provide bare minimum basic amenities and has failed to fulfill the basic physical needs of applicant as well as his wife, despite promising to do so before getting the signature of the applicant on the delivery instruction slip for transferring the shares in question in her favour. Further, applicant submitted that the transfer of the shares has been made by fraud, coercion and under undue influence. In view of these submissions, applicant prayed to allow the present application and requested this tribunal to declare the transfer of shares in question null and void as per the provisions of Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007."*

6. It is pertinent to note here that although allegations have been levelled that respondent No.3 harassed the petitioner to obtain his signatures on the relevant documents and, subsequent to the transfer of shares, misbehaved with him and stopped providing maintenance and basic amenities, such allegations do not attract the mischief of Section 23 of the Act of 2007.

7. At this juncture, it is deemed imperative to examine Section 23

of the Act of 2007, which is reproduced hereunder:-

> *"**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. The Act of 2007 was enacted to uphold the traditional norms of Indian Society emphasizing the duty of children and relatives to provide for senior citizens. Accordingly, its provisions must be interpreted to achieve the legislative intent, while ensuring that the Act is not misused for the resolution of ordinary civil or property disputes within families.

9. The provisions, referred to above, empower the senior citizens to seek cancellation of any transfer of property executed by them, either by way of gift deed, or otherwise; with a condition that the transferee has undertaken the obligation to provide basic amenities and maintenance to them. In case, the transferee fails to adhere to the promised maintenance, the transfer of property shall be deemed to have been made by fraud, coercion

or undue influence.

10. Sub-clause (1), creates a legal fiction and empowers the learned Tribunal concerned, to presume that the transfer is the result of fraud, coercion or undue influence, in case, the transfer is made subject to the condition that the transferee shall provide the basic amenities, and basic physical needs to the transferor, and post the execution of the transfer deed, the transferee fails to keep the promise.

11. Two ingredients are essential to be established by leading the cogent evidence. The first ingredient is that the transfer was subject to the condition that the transferee shall provide the basic amenities and basic physical needs; and the second is, post execution of the transfer deed, the transferee failed to provide the basic amenities and physical needs.

12. Having considered the matter in its entirety, this Court is of the view that the petitioner instituted a misconceived motion before the Maintenance Tribunal, as the remedy for redressal of the grievance raised by him lies elsewhere under different provisions of law. The invocation of Section 23 of the Act of 2007 in the present factual matrix was, therefore, a futile exercise. This view is fortified by the statement made by the petitioner before the Tehsildar (Revenue), recorded pursuant to the directions of the Maintenance Tribunal, which unequivocally reveals that the grounds for seeking cancellation of the transfer of shares were allegations of fraud, misrepresentation, coercion, and undue influence. The relevant extract of his statement is reproduced hereunder:-

> *"The site i.e. H.No. 781, sector 43-A, Chandigarh was visited and on the spot, Sh. Kuldip Singh was found present, who stated that he has two children namely Sh. Gurlal Singh (Son) and Smt. Simrat*

Sandhu (daughter). His son lives in Canada for last 10-22 years and his daughter is married with Sh. Ashok Sampatram. My daughter visited him sometimes to enquire about his health. During the Covid Period only, she take him and his wife in her in laws' house at Jaipur, where they felt suffocated. My daughter and her husband misbehaved me and my wife so many times. Due to this me and my wife namely Smt. Gurdish Kaur who is 88 years old came back to Chandigarh. My daughter as per her convenience transferred shares of approximately of Rs. 2 to 3 Crores in her known company and employees of that company works according to her and due to this, when I tried to change the nomination which was done in the name of daughter to his son's name, then company employees instead of taking necessary papers, asked me to check my signatures in the bank. Thereafter, when my daughter came to know about this incident that I went to Mansukh Company to change the nominee, then in the evening she quarreled with me and stopped me to go out of the house. Further, she asked me to sign some papers and stated that after signing the same, everything will be done as per my wish, accordingly, I signed the papers. Thereafter, I came to know that my daughter has transferred the said shares in her name and I didn't received any OTP because she gave her mobile number instead of my number. Thereafter, my son through e-mail came to know that Simrat Sandhu has transferred all shares in her name, then he enquired from about this incident, then I felt very upset and thereafter I checked SMS on my phone and 5-7 days later, my son and his wife came to Chandigarh and I felt that I have been played fraud by my daughter. Therefore, I filed applications before SSP, Chandigarh and D.C. Office, Chandigarh, for taking necessary action. In this way, on the directions of ADC Sir, Tehsildar has sent his associate to make enquiry on the complaint filed by him and his wife in SSP Office and D.C. Office. It is very true that I want necessary action be taken against Simrat Sandhu and this is my statement."

13. Furthermore, the police investigation report dated 25.11.2022 submitted by the Station House Officer, Police Station Sector 36,

Chandigarh, indicates that neither the petitioner nor his wife was manhandled or pressurized by respondent No.3 for obtaining the petitioner's signatures on the Instruction slip for delivery/receipt dated 31.03.2022. Moreover, although the transfer of shares was not expressly conditional upon the transferee maintaining or providing basic amenities to the transferor, the petitioner could have endeavoured to establish that such a condition was implicit by leading cogent evidence, which was not done. While an application under Section 23 of the Act of 2007 may, in certain circumstances, be maintainable even in the absence of an express condition, the facts of the present case do not justify such invocation.

14. Learned senior counsel for the petitioner, by placing reliance upon the verdicts rendered by the Hon'ble Supreme Court in ***"Krishna Mohan Kul @ Nani Charan Kul and another Vs. Pratima Maity and others", (2004) 9 SCC 468***, and in ***"Pratima Chowdhury Vs. Kalpana Mukherjee and another", (2014) 4 SCC 196,*** submits that when fraud, misrepresentation or undue influence is alleged by a party in a suit, normally, the burden is on him to prove such fraud, undue influence or misrepresentation. But when a person is in a fiduciary relationship with another and the latter is in a position of active confidence, the burden of proving the absence of fraud, misrepresentation or undue influence is upon the person in the dominating position.

15. While there can be no dispute with regard to the legal propositions enunciated in the judgments (*supra*), the issues sought to be raised by the petitioner are required to be agitated by instituting appropriate proceedings under the relevant provisions of law before the competent Forum/Tribunal/Court. Therefore, finding the present writ petition to be

devoid of merit, the same is accordingly **dismissed**.

16. It is, however, clarified that respondent No.3 shall, as directed by the Maintenance Tribunal consequent upon her consent, continue to pay the dividends of the shares to the petitioner during his lifetime. It is further clarified that in the event of any breach of this direction, the petitioner shall be at liberty to invoke Section 23 of the Act of 2007 afresh before the Maintenance Tribunal, solely on the ground of such violation.

17. Before parting with this order, it is pertinent to note that vide order dated 11.12.2025, costs of ₹10,000/- were imposed upon the petitioner on account of arguments not having been advanced on his behalf. However, since arguments have been addressed today and the matter has been adjudicated on merits, the costs (*supra*) are hereby waived and learned counsel appearing for respondent No.3 has raised no objection to it.

(KULDEEP TIWARI)
JUDGE

December 15, 2025
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Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No