



WEB COPY



W.P. No.17221 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:01.06.2026

CORAM:

THE HON'BLE MR. JUSTICE M. DHANDAPANI

W.P. No.17221 of 2026
and
W.M.P. No.18501 of 2026

Suyamparakasam
S/o.Selvaraj,
3/140, Main Road,
Mahadhanapuram,
Mayiladuthurai Taluk,
Mayiladuthurai District.

..Petitioner(s)

Vs

1. The District Collector
Mayiladuthurai Taluk,
Mayiladuthurai District.
2. The Revenue Divisional Officer
Mayiladuthurai Revenue Division,
Mayiladuthurai District.
3. Arputharaj,
S/o.Suyamprakasam,
Thambi Narsary Garden,
Malliyam,
Aanaimelagaram,
Mayiladuthurai.

..Respondent(s)

Prayer: Writ Petition filed under Article 226 of the Constitution of India to issue Writ of Certiorarified Mandamus calling upon the order passed by the



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first respondent in his proceedings number Moo.Moo. 12207/ 2023/ E2 dated 24th November 2023 confirming the order passed by the second respondent his proceedings in Moo. Moo. 1749/ 2023/Aa1date at 30th August 2023 and quash the same and further direct the 1st respondent to issue an order to cancel the settlement deed No.877/2007, on the file of the Joint Sub-Registrar, Mayiladuthurai.

For Petitioner : Mr.B. Jawahar
For Respondents : Mr.M. Sivavardhanan
Government Counsel for R1-R2

ORDER

This writ petition has been filed challenging the order passed by the 1st respondent confirming the order of the 2nd respondent and seeking cancellation of the settlement deed executed in favour of the 3rd respondent under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

2. It is stated that that the petitioner is a Senior Citizen aged 76 years. The petitioner and his wife had executed a registered Settlement Deed in favour of the 3rd respondent, who is one of his sons, in respect of an extent of 700 sq.ft. of land comprised in Survey No.59/1C and the same was registered as Document No.877 of 2007 on the file of the Joint Sub-Registrar, Mayiladuthurai. According to the petitioner, after obtaining the benefit of the settlement, the 3rd respondent failed to maintain and take care of the petitioner. The petitioner's wife passed away in the year 2009 and thereafter the petitioner was allegedly left uncared for by the 3rd respondent. In such circumstances, the petitioner has



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approached the 2nd respondent by filing a petition under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the settlement deed executed in favour of the 3rd respondent. However, the request of the petitioner was rejected by the 2nd respondent on the ground that the petitioner was cultivating agricultural lands and was not in need of maintenance. vide his order dated 30.08.2023. Aggrieved by the same, the petitioner preferred an appeal before the 1st respondent, who in turn, confirmed the proceedings of the 2nd respondent dated 30.08.2023 and further ordered a sum of Rs.5,000/- towards monthly maintenance to the petitioner payable by the 3rd respondent.

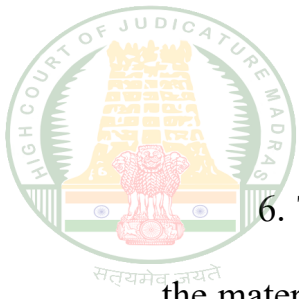
3. It is the further averment that though the 1st respondent directed the 3rd respondent to pay a sum of Rs.5,000/- per month towards maintenance to the petitioner, the 1st respondent failed to properly consider the petitioner's request for cancellation of the settlement deed vide order dated 24.11.2023, which is impugned herein. Challenging the said proceedings of the 1st respondent dated 24.11.2023, this writ petition has been filed.

4. Learned counsel for the petitioner submitted that the petitioner has two sons and three daughters and, significantly, the settlement deed had been executed only in favour of the 3rd respondent and not in favour of the other son. Learned counsel further contended that the conduct of the 3rd respondent clearly



disentitles him from retaining the benefit under the settlement deed and the authorities ought to have cancelled the same. Therefore, it is the argument of the learned counsel that the appellate authority / 1st respondent has failed to consider the request of the petitioner and mere ordering maintenance alone is unsustainable and thus, prayed to cancel the settlement deed executed by the petitioner in favour of the 3rd respondent. Accordingly, he prayed for issuance of suitable directions in the above regard.

5. Per contra, the learned counsel appearing for the respondents 1 and 2 submitted that the settlement deed executed by the petitioner in favour of the 3rd respondent is an irrevocable settlement deed and does not contain any condition obligating the settlee to maintain the settlor. He further submitted that the authorities have rightly taken note of the nature of the document and found that there was no clause reserving any right of cancellation in the event of failure to provide maintenance. He vehemently contended that in the absence of any such condition in the settlement deed, the authorities constituted under the Act have no jurisdiction to cancel the document. It is also submitted that the appellate authority / 1st respondent has, in fact, granted relief to the petitioner by directing payment of monthly maintenance of Rs.5,000/- and therefore no further interference is warranted. Hence, he prayed for dismissal of this writ petition.



6. This Court has carefully considered the rival submissions and perused the materials available on record. Since no adverse orders are passed as against the 3rd respondent, notice to the 3rd respondent is dispensed with.

7. Admittedly, the petitioner and his wife executed a registered settlement deed in favour of the 3rd respondent. A perusal of the records reveals that the settlement deed is an irrevocable settlement deed and does not contain any stipulation requiring the 3rd respondent to maintain the petitioner or providing for reversion of the property in the event of failure to do so. In view of the settled law laid down by the Hon'ble Full Bench in the case of ***Sasikala vs. Revenue Divisional Officer and another*** reported in ***2022 SCC Online Mad 4343*** that cancellation of a settlement deed under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 can be ordered only when the transfer has been made subject to the condition that the transferee shall provide basic amenities and physical needs to the transferor and such condition is subsequently violated, in succinct, conditions has to be stipulated at the time of execution of the settlement deed.

8. In the case on hand, no such condition is found in the settlement deed. Therefore, the respondents exercising jurisdiction under the Act cannot cancel the settlement deed merely on the ground that disputes have arisen between the parties. The 1st respondent has rightly declined to interfere with the order of the



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2nd respondent insofar as cancellation of the settlement deed is concerned. At

the same time, the 1st respondent has taken note of the petitioner's grievance and directed the 3rd respondent to pay a sum of Rs.5,000/- per month towards maintenance.

9. This Court finds no infirmity or illegality in the impugned orders dated 24.11.2023 and 30.08.2023, warranting interference under Article 226 of the Constitution of India. Accordingly, the writ petition stands dismissed. However, liberty is granted to the petitioner to approach the competent Civil Court for appropriate relief, if he desires. No costs. Consequently, connected miscellaneous petition is closed.

01.06.2026

Index : Yes / No

Speaking Order / Non-speaking order

Neutral Citation Case : Yes / No

vsi2

To :

1. The District Collector
Mayiladuthurai Taluk,
Mayiladuthurai District.

2. The Revenue Divisional Officer
Mayiladuthurai Revenue Division,
Mayiladuthurai District.



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M. DHANDAPANI, J.

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