



WP(MD). No.2258 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Date : 30/01/2026

CORAM

The Hon'ble Mr.Justice KRISHNAN RAMASAMY

**WP(MD). No.2258 of 2026
and WMP(MD) No.1771 of 2026**

L.Muthuraj

... Petitioner

Vs

1. The District Registrar,
O/o.District Registrar,
Tenkasi District..

2. The Sub Registrar,,
Kadayam Sub Registrar Office,
Tenkasi District..

... Respondents

PRAYER :- Writ Petition, filed under Article 226 of the Constitution of India, praying this court to issue a Writ of Certiorarified Mandamus calling for the records relating to the impugned Refusal Slip issued by the 2nd respondent in Refusal Number RFL/Kadayam/92/2025 dated 31.12.2025 and quash the same as illegal and consequently directing the 2nd respondent to register the Settlement Deed Produced by the petitioner within a time frame as fixed by this Court.

For Petitioner : Mr.A.Karthik

For Respondents : Mr.A.Kannan

Additional Government Pleader



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ORDER

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This writ petition has been filed challenging the impugned refusal check slip of the 2nd respondent in RFL/Kadayam/92/2025 dated 31.12.2025 and for a consequential direction to the 2nd respondent to register the Settlement Deed produced by the petitioner.

2. Heard the learned counsel for the petitioner and the learned Additional Government Pleader for the respondents. By consent of both sides, the writ petition itself is taken up for final disposal at the admission stage itself.

3. The petitioner purchased the subject property from one Kadalmani Raja to an extent of 8292.5 sq. ft. in S.No.238/3, 238/5 and 238/6 and another extent of 1573 sq. feet in S.No.240/5 and in peaceful possession and enjoyment. While so, when the petitioner intends to settle the said property in favour of his wife and presented the document for registration, the same came to be refused to be registered citing that the earlier sale deeds of Kadalmani Raja came to be cancelled, which was also confirmed by the District Collector vide order dated 29.08.2022 and



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questioning the authenticity of the subsequent document No.1378/2014 could not be verified. On the said ground, the settlement deed refused to be registered.

4. The learned counsel for the petitioner would submit that the petitioner purchased the property, based on the absolute sale deed executed by Seetharaman in favour of his son Kadalmani Raja, way back in the year 2014 as on the date, there was neither encumbrance nor an order. Therefore, by virtue of the order dated 29.08.2022, the said deed cannot be nullified subsequent to the sale executed by Seetharaman on 21.08.2002.

5. Per contra, the learned Additional Government Pleader would submit that under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act 2007, the earlier sale deed was nullified on the ground that the transferee failed to provide basic amenities and care. Hence, the said order came to be confirmed by the District Collector, Tenkasi and hence, the refusal order came to be passed, which does not warrant interference of this court and prays for dismissal.



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5. I have considered the rival submissions and perused the materials available on record.

6. As rightly contended by the learned counsel, in the present case, the dispute is that absolute sale deed executed by one Seetharaman, father of the vendor of the petitioner, in favour of his son by virtue of the sale deed dated 21.08.2002 came to be cancelled and it has also been confirmed by the District Collector through his proceedings dated 29.08.2022. It is not known as to how the present order came to be passed, when there is no rider clause in the earlier sale deed, which is absolute sale deed executed in favour of the son by his father. When there is no condition stipulated in the absolute sale agreement, Section 23 of the said Act cannot come into play.

7. For better appreciation, Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act 2007 is extracted hereunder:

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

1. Where any senior citizen who, after the commencement



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of this Act, has 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. A reading of section 23(1), makes it clear that where any senior citizen who, after the commencement of this Act, has 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



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the transferor be declared void by the Tribunal.

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9. However, in the present case, the sale deed was executed by the father in favour of his son on 21.08.2002. The said Act came into force only in the year 2007, ie, on 29.12.2007. The very provision states that any property transferred by a senior citizen to and in favour of kith or kin after the commencement of the Act. Therefore, any transfer made before the commencement of the said Act, ie., 29.12.2007 cannot come into play. As far as the present case is concerned, the absolute sale deed was of the year 2002. Hence, in the facts and circumstances of this case, the 2007 Act will not apply and without application of mind, the first respondent as well as the District Collector, vide their proceedings dated 08.04.2022 and 29.08.2022 has passed an order thereby nullifying the document.

10. It is also to be seen that even assuming Section 23 will apply retrospectively, if the sale deed was executed with any rider, Section 23 will come into play. However, in the present case, when there was no rider clause, the orders passed by the first respondent which was



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subsequently confirmed by the District Collector has no legs to stand. On merits also, the setting aside of the sale both by the first respondent confirmed by the District Collector vide their proceedings dated 08.04.2022 and 29.08.2022, ie., before the commencement of the 2007 Act will not have any legal effect and it is void *ab initio*.

11. When such being the case, I do not find any impediment for the 2nd respondent to register the settlement deed produced by the petitioner. Accordingly, while setting aside the impugned order dated 31.12.2025, the matter is remanded back to the 2nd respondent. The petitioner is directed to represent the settlement deed dated 31.12.2025 and in the event of such representation, the 2nd respondent shall register the same forthwith.

8. The writ petition stands disposed of accordingly. No costs. Consequently connected Miscellaneous Petition is closed.

30.01.2026

NCC : Yes/No

Index : Yes/No

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To

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O/o.District Registrar,
Tenkasi District..

2. The Sub Registrar,,
Kadayam Sub Registrar Office,
Tenkasi District..



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KRISHNAN RAMASAMY, J

RR

**ORDER
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