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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **01.04.2026**

CORAM:

THE HONOURABLE **MR.JUSTICE N.SATHISH KUMAR**
AND
THE HONOURABLE **MR.JUSTICE M.JOTHIRAMAN**

WA.(MD)No.437 of 2026
and
CMP.(MD)No.3944 of 2026

S.Muthulakshmi

... Appellant

Vs.

1.The Revenue Divisional Officer,
Pattukottai, Thanjavur District.

2.D.Amutha

... Respondents

PRAYER:- Writ Appeal filed under Clause 15 of the Letters Patent, to set aside the order passed in WP.(MD)No.28654 of 2023 dated 05.01.2026.

For Appellant : Mr.Snajaysundaram

For R1 : Mr.S.P.Maharajan,
Special Government Pleader

For R2 : Mr.J.Jeyakumaran



JUDGMENT

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Under assail is the order passed in WP.(MD)No.28654 of 2023 dated 05.01.2026.

2.Originally the second respondent / writ petitioner has filed a writ petition challenging the order passed by the first respondent/ Revenue Divisional Officer, Pattukottai in his proceedings dated 27.09.2023 cancelling the settlement deed executed by one S.Muthulakshmi, who is the mother of the writ petitioner, in favour of the writ petitioner.

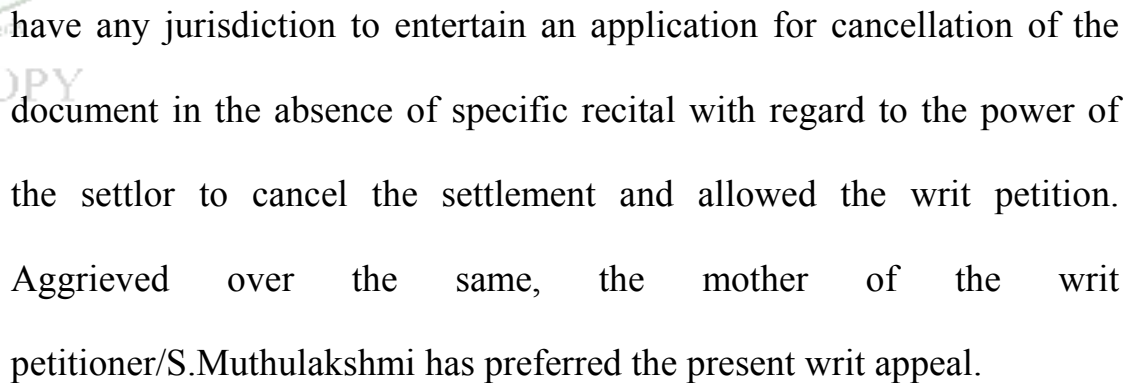
3.It is the case of the writ petitioner that on 26.12.2012 her mother/S.Muthulakshmi executed an unconditional gift deed in her name in Doc.No.1935/2012 dated 26.12.2012. The writ petitioner's brother one D.Swaminathan has filed a suit in O.S.No.123 of 2015 on the file of the 1st Additional District Court, Thanjavur seeking for partition and the same was dismissed for default. At this stage said D.Swaminathan and his wife have repeatedly harassed and threatened the writ petitioner to



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cancel and re-transfer the house property stands in the name of her mother. While so, the second respondent/mother filed a petition under Section 21 of the Tamil Nadu Maintenance and Welfare of Parents and Senior Citizens Act, 2007 seeking for maintenance and also filed a petition to cancel the settlement deed executed by the second respondent stating that the same was obtained under coercion. Without giving proper opportunity of participating in enquiry, the first respondent simply cancelled the gift deed dated 26.12.2012, vide proceedings dated 26.09.2023. The first respondent has failed to provide an opportunity to the writ petitioner as per orders of this Court in WP.(MD)No.3566 of 2023 dated 22.02.2023.

4.The learned Writ Court held that a perusal of the settlement deed dated 26.12.2012 clearly reveals that the settlor has specifically recited that she does not have any power either to alter or cancel the gift deed. By applying the ratio laid down by the Hon'ble Supreme Court in case ***Urmila Dixit Vs. Sunil Sharan Dixit*** and others reported in (2025) 2 SCC 787 and in case of ***M.Vasanthi Vs. The Revenue Divisional Officer/Sub Divisional Magistrate and other*** reported in (2025) 2 Writ L.R.662, the learned Writ Court held that the first respondent does not



5. The learned counsel appearing for the appellant would submit that the writ petitioner is not exhausting the statutory remedy of appeal available before the District Collector. During enquiry before the first respondent, the Social Welfare Officer on her report has categorically held that the settlement deed obtained by the writ petitioner from the appellant was based on coercion and false promise. The second respondent admits that she is not willing to take care of the appellant being her mother. In such circumstances, the learned Writ Court ought to have tested the conduct of the second respondent being a daughter wilfully neglecting herself from taking care of her mother and dismissed her claim.

6.Per contra, the learned counsel appearing for the second respondent/writ petitioner would submit that the settlement deed was



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executed by her mother, in which, no right was reserved to revoke or cancel the document. Therefore, the first respondent does not have any authority to entertain a complaint seeking to cancellation of the settlement deed on the alleged ground that the daughter is not taking care of her mother. Therefore, the learned Writ Court rightly decided the issue and there is no infirmity in the order.

7. We have considered the submissions made on either side and perused the records carefully.

8. It is seen from the records that the appellant/mother has executed a registered settlement deed in Doc.No.1935/2012 dated 26.12.2012 in favour of the second respondent/writ petitioner, who is her daughter. A perusal of the settlement deed shows that the settlor specifically recited that she does not have any power either to cancel or to alter the gift deed. Therefor, it is clear that the the settlor does not detain any right either to cancel or to revoke the settlement deed. It is to be noted that the settlor has not incorporated any specific condition in the settlement deed, which is mandatory under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 .



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When the provision itself expressively stipulates that the settlor must incorporate condition to maintain in the settlement deed, the cancellation of settlement deed by the Revenue Divisional Officer is in violation of Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007

9.It is relevant to refer the judgment of the Hon'ble Supreme Court in the case of ***Urmila Dixit Vs. Sunil Sharan Dixit*** and others reported in **(2025) 2 SCC 787**, wherein the Hon'ble Supreme Court emphasized the scope of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 as under:-

23.The Appellant has submitted before us that such an undertaking stands grossly unfulfilled, and in her petition under Section 23, it has been averred that there is a breakdown of peaceful relations inter se the parties. In such a situation, the two conditions mentioned in Sudesh (supra) must be appropriately interpreted to further the beneficial nature of the legislation and not strictly which would render otiose the intent of the legislature. Therefore, the Single Judge of the High Court and the tribunals



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below had rightly held the Gift Deed to be cancelled since the conditions for the well-being of the senior citizens were not complied with. We are unable to agree with the view taken by the Division Bench, because it takes a strict view of a beneficial legislation.

24.Before parting with the case at hand, we must clarify the observations made vide the impugned order qua the competency of the Tribunal to hand over possession of the property. In S. Vanitha (supra), this Court observed that Tribunals under the Act may order eviction if it is necessary and expedient to ensure the protection of the senior citizen. Therefore, it cannot be said that the Tribunals constituted under the Act, while exercising jurisdiction under Section 23, cannot order possession to be transferred. This would defeat the purpose and object of the Act, which is to provide speedy, simple and inexpensive remedies for the elderly.

25.Another observation of the High Court that must be clarified, is Section 23 being a standalone provision of the Act. In our considered view, the relief available to senior citizens under Section 23 is intrinsically linked with the statement of



objects and reasons of the Act, that elderly citizens of our country, in some cases, are not being looked after. It is directly in furtherance of the objectives of the Act and empowers senior citizens to secure their rights promptly when they transfer a property subject to the condition of being maintained by the transferee .”

10. Another judgment of the Hon'ble Supreme Court reported in **(2025) 2 Writ L.R.663** in the case of ***M.Vasanthi Vs. The Revenue Divisional Officer/Sub Divisional Magistrate and other***, wherein it has been held that as under:-

(17.5) The 3rd respondent had made a petition before the 2nd respondent to cancel the settlement deeds executed by him in favour of his late son as his late son and his wife, the petitioner herein had failed to take care and maintain himself and his wife though they had got the documents executed on this promise. Under Section 23, if a senior citizen has transferred property to any third party and in the transfer deed, a condition has been imposed upon the transferee to maintain the transferer, both in terms of providing his basic amenities as well as his basic needs and such transferee fails to comply with the conditions, then in such a case, the transferer can



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have the transfer deed declared void. This is on the premise that the failure to comply with the conditions would imply that the document has been got executed by fraud / coercion / undue influence. [Section 23(1)] Likewise, where a senior citizen receives maintenance from out of an estate and such estate or a part thereof is transferred, the right to receive the maintenance can be enforced against the transferee if the transferee has notice of the right. Such a right can be enforced only in a case where a transfer is gratuitous, but not in the case where the transfer is for consideration and without notice of the right [Section 23(2)]. Section 23(2) further provides that where a senior citizen is incapable of enforcing the rights under Sub Sections (1) and (2), then action can be taken on his behalf by any of the organisations that have been set out in the explanation to Section 5(1) of the Act. In the light of the language of Section 23(1), it is clear that in order to declare a transfer to be void, the transfer deed should contain a specific recital that the transfer is subject to a condition that the transferee would take care of the transferer and provide his basic amenities as well as physical needs. This position has been declared by the judgment of the Hon'ble Supreme Court reported in 2024 (14) SCC 225 : 2022 SCC Online SC 1684 in Sudesh



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Chhikara Vs. Ramti Devi & another. The learned Judges had expounded the following essentials for the application of Section 23(1) of the Act which is set out herein below :

“(a) The transfer must have been made subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor; and W.P.(MD) Nos. 18989, 22793 of 2021 & 282 of 2022

(b) The transferee refuses or fails to provide such amenities and physical needs to the transferor.”

11. By applying the ratio laid down in the above judgments, we are of the view that unless there is specific recital in the settlement deed to the effect that the beneficiary should take care and maintain the settlor, the document cannot be cancelled. Admittedly, the appellant has recited in the document that she does not reserve any power to cancel the document. In the absence of any specific recital with regard to the power to cancel the settlement deed by the settlor, the first respondent does not have power to cancel the document. The learned Writ Court has rightly decided the issue in a proper and perspective manner and there is no infirmity in the order and there is no reason warrants to interfere in the order of the Writ Court. There is no merit in this writ appeal.



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12. In the result, the writ appeal is dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

[N.S.K., J.] & [M.J.R., J.]
01.04.2026

Index : Yes/No
Internet : Yes
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To

The Revenue Divisional Officer,
Pattukottai, Thanjavur District.



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**N.SATHISH KUMAR, J.
AND
M.JOTHIRAMAN, J.**

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