

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

101

(I) CWP-2132-2023

Date of Decision : February 06, 2026

PARMINDER KAUR

-PETITIONER

V/S

STATE OF HARYANA AND OTHERS

-RESPONDENTS

(II) CWP-2175-2023

GULZAR SINGH AND ANOTHER

-PETITIONERS

V/S

STATE OF HARYANA AND OTHERS

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. N.C. Kinra, Advocate, with
Mr. Harsh Kinra, Advocate, and
Ms. Apoorva Kinra, Advocate
for the petitioners.

Mr. Bhupender Singh, Addl. A.G., Haryana.

Mr. Yogender Kumar, Advocate
for the respondents No.4 and 5.

KULDEEP TIWARI, J. (ORAL)

1. The amenability of both these writ petitions for being decided through a common verdict generates from theirs involving common parties, besides encompassing common facts and issues for adjudication.

2. Through the present writ petitions, the petitioners, who are senior citizens, have assailed the orders dated 13.12.2021 passed by the Maintenance Tribunal, whereby their applications under Sections 4, 5 and 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as “the Act of 2007”) were dismissed. The petitioners have further challenged the orders dated 05.09.2022 passed by

the Appellate Tribunal, whereby their statutory appeals were also dismissed.

3. Concisely and compendiously, the petitioners had filed the applications (*supra*) before the Maintenance Tribunal seeking cancellation of the transfer deeds executed by them in favour of their daughter/respondent No.4. It was pleaded that owing to their advanced age and multiple age-related ailments, the petitioners executed the said transfer deeds subject to the condition that the respondent No.4 would provide them maintenance and take care of their basic physical needs. It was further averred that subsequent to the execution of the transfer deeds, the respondent No.4 changed her conduct and failed to maintain or look after the petitioners.

4. The applications were contested by the respondent No.4, who pleaded that although one transfer deed dated 06.02.2019 was executed in her favour, physical possession of the property transferred thereunder was never delivered to her and continued to remain with the tenant of the petitioners. The allegations of neglect were categorically denied, and it was asserted that the respondent No.4 had been maintaining and caring for the petitioners. It was further pleaded that the respondent No.4 and her husband had paid a sum of ₹5,00,000/- to the petitioners on 03.03.2020 and thereafter a further sum of ₹1,50,000/- on 08.09.2020 towards maintenance and medical assistance. Moreover, it was claimed that the respondent No.4 had borne the entire expenses of her father's treatment at Max Hospital, Saket, New Delhi. It was also alleged that the applications had been filed at the behest of the sisters of the respondent No.4, as it is essentially a family property dispute, which is sought to be resolved under the guise of the provisions of the Act of 2007, amounting to a clear abuse of the process of

law and misuse of the said Act

5. Upon consideration of the rival submissions, the Maintenance Tribunal, vide the impugned orders dated 13.12.2021, recorded a finding that the transfer deeds were executed voluntarily by the petitioners in favour of the respondent No.4, and that the applications seeking cancellation thereof had been filed under the influence of the petitioners' other daughters owing to *inter se* property dispute. Consequently, the applications were dismissed. The statutory appeals preferred by the petitioners were also dismissed by the Appellate Tribunal vide orders dated 05.09.2022. Fetching grievance from the dismissal orders, the petitioners have knocked on the doors of this Court by filing the present writ petitions.

6. Assailing the impugned orders, learned counsel appearing for the petitioners submits that although the transfer deeds do not expressly contain any recital or stipulation making the transfer conditional upon the respondent No.4 maintaining or providing for the petitioners, a specific averment to that effect was made in the applications filed before the Maintenance Tribunal, which ought to have been considered but was ignored. It is contended that the Act of 2007 is a benevolent legislation intended to protect senior citizens and ensure their basic needs are met. Post execution of the transfer deeds out of love and affection, the failure of the respondent No.4 to provide maintenance to the petitioners invoked the mischief of Section 23 of the Act, warranting cancellation of the transfer deeds.

7. Continuing with his submissions, learned counsel contends that the respondent No.4 lodged false complaints against the petitioners before the police, thereby subjecting them to harassment. It is also submitted that

immediately after execution of the transfer deeds, the respondent No.4 further transferred the property in favour of her son. Further, it is argued that there is no documentary evidence to substantiate the alleged payments or any transfer of money into the petitioners' bank accounts.

8. Lastly, learned counsel submits that the orders passed by the Appellate Tribunal are cursory and perfunctory in nature, and therefore liable to be set aside.

9. *Per contra*, learned counsel appearing for the respondent No.4 submits that the transfer deeds do not contain any recital or condition, as contemplated under Section 23 of the Act of 2007, nor is there any material on record to establish the existence of such a condition. It is contended that the dispute is purely a family property dispute between the respondent No.4 and her sisters, which has been sought to be resolved by misusing the provisions of the Act of 2007. Learned counsel also reiterated the pleadings advanced before the Maintenance Tribunal regarding financial and medical assistance rendered to the petitioners.

10. This Court has heard the submissions advanced by learned counsel for the contesting litigants and has also made a studied survey of the record. In order to adjudicate the dispute at hand, it is deemed imperative to begin with examining 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.”

11. 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.

12. 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.

13. 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.

14. 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.

15. In the present matter, there is no wrangle between the contesting litigants that the transfer deeds in question contain no recital or stipulation making the transfer conditional upon the respondent No.4 maintaining or providing for the petitioner. Further, while it is acknowledged that, in certain circumstances, an application under Section 23 may be maintainable even in the absence of an express condition, the facts and circumstances of the present case do not warrant the invocation of Section 23. Although the petitioners were entitled to raise a plea that the transfer deeds were executed subject to such a condition of maintenance, and to lead evidence in support thereof, no effort was made to establish the existence of any such preexisting condition. A holistic reading of the petitioners' applications and the transfer deeds in question makes it evident that the requisite ingredients for the Maintenance Tribunal to exercise its powers under Section 23 were absent. Consequently, this Court finds no reason to interfere with the well-reasoned orders passed by the Maintenance Tribunal.

16. As regards the issue as to whether money was given by the respondent No.4 to the petitioners towards maintenance and medical

assistance, the same is of no material consequence, particularly in view of the affidavits dated 10.12.2025 filed by the petitioners pursuant to the directions of this Court. The affidavits disclose only the property(ies) presently owned by the petitioners and conspicuously omit disclosure of properties admittedly transferred by them in favour of their other daughters. This omission amounts to concealment of material facts and further fortifies the conclusion that the dispute is essentially rooted in a family property dispute.

17. In sequel, this Court finds no merit in the present writ petitions.

Accordingly, the same are **dismissed**.

18. A photocopy of this order be placed on file of connected case.

February 06, 2026
devinder

(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No