

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

102

CWP-4602-2024

Date of Decision : January 20, 2026

KARAN SINGH

-PETITIONER

V/S

**DISTRICT MAGISTRATE CUM CHAIRMAN, APPELLATE
TRIBUNAL, GURUGRAM AND OTHERS**

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Abhilaksh Grover, Advocate, and
Ms. Sarita, Advocate
for the petitioner.

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

Mr. Amandeep Rana, Advocate
for the respondent No.3.

KULDEEP TIWARI, J. (ORAL)

1. The petitioner, an octogenarian senior citizen, has knocked on the doors of this Court seeking to set aside the orders dated 09.03.2022 and 29.08.2023, passed by the Maintenance Tribunal and the Appellate Tribunal, respectively.

2. Succinctly stated, the petitioner filed an application under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as the “Act of 2007”), seeking cancellation of Transfer Deed No.581 dated 04.06.2018, executed by him in favour of his four sons, namely respondent No.3 and proforma respondents No.4 to 6, along with cancellation of the consequential mutation. The application did not find favour with the Maintenance Tribunal and was dismissed vide order

dated 09.03.2022. Aggrieved thereby, the petitioner instituted an appeal before the Appellate Tribunal, which also met the same fate of dismissal vide order dated 29.08.2023.

3. Assailing the impugned orders, learned counsel for the petitioner contends that the Act of 2007 is a benevolent legislation intended to protect senior citizens and ensure their basic needs are met. It is contended that post execution of the transfer deed in question, the respondent No.3 not only failed to provide maintenance to the petitioner but also misbehaved, instances whereof were quoted in the application. Accordingly, it is argued that, by virtue of the deeming provisions of Section 23 of the Act of 2007, the transfer deed is the result of fraud/coercion, warranting its cancellation by the Maintenance Tribunal.

4. Conversely, learned counsel for the respondent No.3 submits that the application and the transfer deed in question do not invoke the mischief of Section 23. It is argued that the transfer deed in question is the formal recognition of a family partition that took place 25 years ago. Further, the petitioner, being an Ex-Subedar of the Indian Army, receives a pension of ₹40,000/- per month. The respondent No.1 has never refused to maintain the petitioner and is still ready and willing to do so as a matter of filial responsibility.

5. It is also contended that the present litigation is driven by familial disputes, particularly the jealousy of the petitioner's other sons, arrayed as proforma respondents before the Maintenance Tribunal and also before this Court. It is submitted that any grievance regarding the transfer deed should have been raised comprehensively, not in piecemeal fashion.

6. This Court has considered the submissions advanced by learned counsel for the parties and perused 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.”

7. 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.

8. 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.

9. 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.

10. 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.

11. At this juncture, it becomes essential to capture a concise and compendious version of the grounds recorded by the petitioner in his application seeking cancellation of the transfer deed, for ascertaining as to whether there are sufficient pleadings and evidence adduced by the petitioner to establish that the transfer deed was executed with the condition stipulated in Section 23 of the Act of 2007. The relevant paragraphs of the application are extracted hereunder:-

“2. That the petitioner has four sons from his married life, out of them, respondent no. 1 and perform respondents 2 and 4.

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4. That respondent No. 1 is harassing him and does not serve him and respondent No. 2, who is providing him service, respondent

No. 1 is misbehaves and quarreling to respondent no. 2 and the passage of his house, which is shown in green colour on the map as CDEF, has also blocked by him cemented construction and saying that he wants to make you taste the pleasure of serving the petitioner and he has also blocked the passage of respondent No. 2 with cemented construction which is shown as point GH in red colour and saying that if he will evict the petitioner from his house, the he will provide the passage to respondent no.2. In this way, the mutation document No. 561, executed by the petitioner to maintain the peace in house, is become a cause of trouble. Therefore, the petitioner wants to take back his land by canceling the above mentioned Transfer deed No.581 and mutation No. 15895 and 16560.

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12. There is no wrangle between the contesting litigants that the transfer deed in question contains no recital or stipulation making the transfer conditional upon the respondent No.3 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. A holistic reading of the petitioner’s application and the transfer deed 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 order passed by the Maintenance Tribunal.

13. This Court has also considered that the transferred property originally belonged to the petitioner, thereby entitling him, at least, to claim maintenance from the estate. Accordingly, with the consent of the respondent No.3, who is present in the Court, this Court directs the

respondent No.3 to pay maintenance to the petitioner @ ₹5,000/- per month. This payment shall be deposited into the petitioner's bank account, details whereof are extracted hereinafter, on or before the 10th day of every month.

“A/C No.: 3347000100056025

MR. KARAN SINGH S/O NATHU SINGH

IFSC Code: PUNB0334700

MICR Code: 110024412

***PUNJAB NATIONAL BANK, JATAULI, GURGAON,
HARYANA, PIN: 122504”***

14. It is made clear that any failure on the part of the respondent No.3 to comply with the undertaking to pay maintenance shall constitute a fresh cause of action for the petitioner to file an application under Section 23 of the Act of 2007.

15. It is further clarified that this order shall not preclude the petitioner from challenging the legality of the transfer deed on the grounds that it was procured by fraud or coercion, if he believes so.

16. The writ petition stands **disposed of** accordingly.

January 20, 2026
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(KULDEEP TIWARI)
JUDGE

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