

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

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CWP-28389-2022

Date of Decision : May 25, 2026

ANGREJ KAUR

-PETITIONER

V/S

DISTRICT MAGISTRATE, BATHINDA AND ANR.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Achin Gupta, Advocate, with
Mr. Karan Bansal, Advocate
for the petitioner.

Mr. Sahil R. Bakshi, A.A.G., Punjab.

Mr. Rajinder Kumar Singla, Advocate
for the respondent No.2.

KULDEEP TIWARI, J. (ORAL)

1. Through the instant writ petition, the petitioner has assailed the order dated 12.07.2022 passed by the Appellate Tribunal, insofar as it sets aside the directions issued by the Maintenance Tribunal vide order dated 07.04.2022 directing transfer of land measuring 40 kanals, out of the total 118 kanals and 15 marlas, in favour of the petitioner.

2. Succinctly stated, the petitioner instituted an application under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as “the Act of 2007”) before the Maintenance Tribunal seeking cancellation of the transfer deed dated 27.06.2011, whereby land measuring 118 kanals and 15 marlas had been transferred in favour of respondent No.2 (her son). The Maintenance

Tribunal partly allowed the application vide order dated 07.04.2022 and granted the following reliefs:-

“...So, I, Sub-Divisional Magistrate, in exercise of my powers as competent authority under ‘The Maintenance and Welfare of Parents and Senior Citizen Act, 2007’ order that respondent Davinder Singh will deposit Rs.10,000/- every month as maintenance of applicant Angrej Kaur during her life time up to 5th day of every month in her bank account. Besides this, out of Deed No.2015 dated 27/6/2011 of land measuring 118 kanal 15 marla (total area) done by the husband of the applicant namely Lal Singh, I order for the change of 40 Kanal of area in the name of applicant Angrej Kaur so that she may spend the rest of her life with comfort and may marry her daughter....”

3. Aggrieved by the order (*supra*), respondent No.2 preferred a statutory appeal before the Appellate Tribunal. The Appellate Tribunal, upon observing that the transfer deed in question had not been executed by the petitioner but by her deceased husband in favour of respondent No.2 and that, therefore, the essential ingredients for invoking Section 23 of the Act of 2007 for cancellation of the transfer deed were not satisfied, modified the order passed by the Maintenance Tribunal vide order dated 12.07.2022. Consequently, the directions pertaining to transfer of 40 kanals of land in favour of the petitioner were set aside. However, respondent No.2 was directed to pay maintenance @ ₹10,000/- per month to the petitioner, and also to provide her residential accommodation, including construction of a room/kitchen, if so required.

4. Learned counsel for the petitioner, while making strenuous efforts to persuade this Court that the provisions of Section 23 of the Act of 2007 could validly be invoked for cancellation of the transfer deed in question on account of the petitioner’s preexisting right in the property,

fairly conceded that the transfer deed had not been executed by the petitioner herself, but by her deceased husband.

5. In order to adjudicate the controversy involved in the present case, it is apposite to first examine Section 23 of the Act of 2007, which reads as under:-

“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.”

6. 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.

7. 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.

8. 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.

9. 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.

10. In the considered opinion of this Court, since the transfer deed in question had admittedly been executed by the deceased husband of the petitioner and not by the petitioner herself in favour of respondent No.2, the essential conditions contemplated under Section 23 of the Act of 2007 are not satisfied. Consequently, no occasion arises for cancellation of the transfer deed in question by invoking the said provision. Accordingly, the impugned order passed by the Appellate Tribunal does not warrant interference insofar as it sets aside the directions issued by the Maintenance Tribunal for transfer of land measuring 40 kanals, out of the total transferred 118 kanals and 15 marlas, in favour of the petitioner.

11. Insofar as the issue relating to payment of maintenance is concerned, this Court, vide order dated 06.05.2026, directed learned counsel for the respondent No.2 to file a specific affidavit disclosing whether the maintenance amount fixed by the Appellate Tribunal had been paid to the petitioner.

12. In compliance with the directions (*supra*), learned counsel for the respondent No.2 has today filed an affidavit dated 20.05.2026 sworn by respondent No.2, which is taken on record. It has been averred therein that respondent No.2 has transferred an amount of ₹1,10,000/- into the bank account of the petitioner up to February 2023, and an amount of ₹3,50,000/- remains outstanding as on date.

13. Learned counsel for the respondent No.2 submits that respondent No.2 is willing and intends to maintain his mother (petitioner). However, owing to the medical expenses incurred towards the treatment of his stepmother, he was unable to pay the entire maintenance amount. It is further submitted that the outstanding arrears shall be cleared within a period of four months in equal instalments, and respondent No.2 shall continue to pay future maintenance regularly.

14. At this stage, learned counsel for the petitioner has drawn the attention of this Court to sub-section (2) of Section 23 of the Act of 2007 and contended that the petitioner, being the wife of the transferor, possesses a right to receive maintenance out of the transferred estate comprising land measuring 118 kanals and 15 marlas. It is further contended that the maintenance awarded by the Appellate Tribunal is not commensurate with the value and extent of the estate transferred in favour of respondent No.2.

15. This Court finds merit in the aforesaid submission advanced on

behalf of the petitioner. The petitioner, being the wife of the transferor, possesses a right to receive maintenance out of the estate which had been transferred in entirety by her husband in favour of respondent No.2. In the considered view of this Court, the petitioner is entitled to maintenance proportionate to the estate inherited by respondent No.2 from the petitioner's deceased husband. **Consequently, this Court deems it appropriate to modify the impugned order to the extent of enhancing the maintenance amount from ₹10,000/- to ₹15,000/- per month payable by respondent No.2 to the petitioner.** It is clarified that the enhanced amount shall be payable with effect from the date of this order. Further, respondent No.2 is directed to clear the outstanding arrears of maintenance within a period of four months, as undertaken by him.

16. It is made clear that in the event respondent No.2 fails to comply with the directions regarding payment of maintenance, as fixed by this Court, the petitioner shall be at liberty to approach the District Magistrate-cum-Appellate Tribunal for execution of this order in accordance with law. If such an application is filed, the District Magistrate shall forthwith take all necessary steps permissible under law to ensure enforcement of this order.

17. **Disposed of accordingly.**

May 25, 2026
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(KULDEEP TIWARI)
JUDGE

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