

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

105

CWP-35740-2025

Date of Decision : May 07, 2026

TIRPATI

-PETITIONER

V/S

PRESIDING OFFICER, MAINTENANCE TRIBUNAL AND ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Ravi Ambawata, Advocate
for the petitioner.

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

Mr. Anil Kumar Sharma, Advocate (Through V.C.)
for the respondent No.3.

KULDEEP TIWARI, J. (ORAL)

1. Through the instant writ petition, the petitioner assails the order dated 05.08.2025 passed by the Maintenance Tribunal, whereby the application preferred by respondent No.3 (petitioner's father) under Sections 4 and 5 read with Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as "the Act of 2007"), seeking cancellation of the transfer deed dated 10.02.2025 and the consequential mutation sanctioned in favour of the petitioner, was allowed. The petitioner also impugns the order dated 15.10.2025 passed by the Appellate Tribunal, whereby the statutory appeal preferred by her was dismissed.

2. The challenge to the impugned orders is founded primarily on the contention that the essential ingredients for invocation of Section 23 of

the Act of 2007 are conspicuously absent in the present case. It is contended that the transfer deed was not sought to be cancelled on account of breach of any condition relating to maintenance, but rather on allegations that its execution was procured by fraud. Learned counsel for the petitioner has drawn the attention of this Court to the averments contained in the application to submit that respondent No.3 categorically pleaded that he never intended to execute the transfer deed in favour of the petitioner and that the petitioner, in collusion with her husband, fraudulently procured its execution under the guise of execution of a Will. It is, therefore, argued that no occasion arose for the Maintenance Tribunal to invoke Section 23 of the Act of 2007 for cancellation of the transfer deed.

3. *Per contra*, learned counsel appearing on behalf of the respondent No.3 submits that the application did contain assertions that the petitioner had assured respondent No.3 of his maintenance and thereafter failed to honour such assurance, thereby attracting the provisions of Section 23 of the Act of 2007. It is further submitted that respondent No.3 has five daughters and, therefore, there existed no plausible reason for transferring the property exclusively in favour of the petitioner. The facts thus disclose a clear case of fraud and undue influence exercised upon respondent No.3 by taking advantage of his advanced age and vulnerable condition.

4. This Court has considered the submissions advanced by learned counsel for the parties and perused the record. In order to adjudicate the dispute in 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.”

5. 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.

6. 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.

7. 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.

8. 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.

9. In the aforesaid backdrop, it becomes essential to capture a concise and compendious version of the grounds recorded by respondent No.3 in his application seeking cancellation of the transfer deed, for ascertaining as to whether there are sufficient pleadings and evidence adduced by respondent No.3 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 applicant is having five daughters and all are married. Applicant is an old man and due to old age he is having problem in walking and is heart patient and he has operated. Applicant remains sick and he is unable to look after himself.

3. That petitioner/applicant is owner of land khewat no. 217, khata no.244 M.No. 14 killa no. 16(8-0), area 8 kanal 0 marla having $\frac{1}{4}$ share i.e. 2 kanal 0 marla and khewat no. 218 khata no. 245 kita 5 area 19 kanal 8 marla having $\frac{1}{4}$ share i.e. 4 kanal 16 and khewat no. 261 khata no. 291 kitta 15 area 67 kanal 5 marla having $\frac{1}{4}$ share i.e. 16 kanal 16.2 marla and khewat no. 262 khata no. 292 khasra no. 389(0-19) area 0 Kanal 19 marla having $\frac{13}{60}$ share i.e. 0 kanal 4.1 marla in which there is house of the petitioner and is residing there and total area is 23 kanal 16.3 marla situated in

*village Lilodh, Sub tehsil Nahar District Rewari as per jamabandi for the year 2021-2022. **With regard to above land and residential house respondent with collusion with her husband Jagdish and by way of fraud got transferred deed no. 1083 dated 10.02.2025 in her favour.***

4. That daughter of applicant Tirpati now wife of Jagdish r/o Achina who is respondent told the above transfer deed as Will and got registered the same. It is also settled that respondent will reside with the applicant and will serve and will provide food, medicines etc. and will take care but the respondent resided with the applicant for some time and her husband was also continuously came in village Lilodh who is in police service at Hisar. Respondent and her husband collided with each other. Petitioner was having confidence in respondent being his daughter.

*5. **That the health of the petitioner was not good from some time and was mentally ill and was of hard hearing. After taking the benefit of above on 10.2.2025 respondent in collusion with her husband and other witnesses scribe and the employee of Sub Registrar office, Nahar on the pretext of will but fraudulently got transfer deed no.1083 in her favour and also got sanctioned mutation no. 2394. After sometime respondent after leaving the petitioner started to live with her husband at Hisar. To care after the petitioner, now younger daughter Smt. Sushma is serving the petitioner and she is looking after him. Copy of transfer deed no. 1083 dated 10.02.2025 and mutation no. 2394 is annexed herewith.***

*6. That respondent and husband are dishonest person. With regard to his all moveable and immoveable property which is ancestral and self acquired wanted to execute registered Will in favour of his legal heirs, so that legal heirs who are daughters may not have dispute after the death of petitioner. **Petitioner was not having any intention to execute the transfer deed in favour of petitioner but the respondent and her husband in collusion with each and in collusion with scribe and witnesses got transfer deed in favour of respondent after telling the same as Will document which is wrong, by way of fraud, and the same is liable to be set aside and be declared void as per the provisions of Maintenance & welfare***

of Parents and Senior citizen Act, 2007. Petitioner got information of the aforesaid transfer deed after leaving the respondent and bad behaviour of the respondent and her husband in the last of March month then after getting the aforesaid document from the Sub Registrar, Nahar came to know about the above. Now the present petition is being filed within time.”

10. A careful reading of the application leaves no manner of doubt that respondent No.3 did not assert that the transfer deed had been executed subject to any stipulation regarding maintenance. On the contrary, the consistent and categorical stand taken by him was that he never intended to execute the transfer deed at all and that the petitioner, in collusion with her husband, procured its execution fraudulently under the guise of execution of a Will. In this factual matrix, no presumption can arise that the transfer was encumbered by a condition of maintenance.

11. Moreover, 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 petitioner maintaining or providing for respondent No.3. 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 application under Section 23 and the transfer deed in question makes it evident that the *sine qua non* ingredients for the Maintenance Tribunal to exercise its powers under Section 23 were neither pleaded nor substantiated by evidence. Instead, the gravamen of the averments pertains solely to fraud and misrepresentation practised by the petitioner to procure execution of the transfer deed in question.

12. In the considered opinion of this Court, the application filed by respondent No.3 did not disclose the necessary ingredients warranting invocation of Section 23 of the Act of 2007 for cancellation of the transfer deed. Both the Maintenance Tribunal as well as the Appellate Tribunal failed to examine the matter from the aforesaid perspective and proceeded to cancel the transfer deed by invoking Section 23 of the Act of 2007. Consequently, **the impugned orders fail to withstand judicial scrutiny and are hereby set aside.**

13. This Court has, however, also taken into consideration that the transferred property originally belonged to respondent No.3, thereby entitling him, at least, to claim maintenance out of the estate transferred. Accordingly, the petitioner, being the beneficiary of the transferred property and thus under obligation to maintain her father/transferor, is directed to pay maintenance to respondent No.3 @ ₹10,000/- per month. The amount shall be deposited in the bank account of respondent No. 3 on or before the 10th day of every month.

14. It is made clear that, in the event respondent No.3 still harbors any grievance regarding fraud in relation to the transfer of the property, he shall be at liberty to avail such remedies, as may be available in law, before the competent civil court.

15. **Disposed of accordingly.**

May 07, 2026
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(KULDEEP TIWARI)
JUDGE

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