

IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM

PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's),
District Munsif cum Judicial Magistrate, Pallavaram

Friday, 05th day of June 2026

OS No: 165/2025

CNR.No:TNCG10-003042-2025

Rajasekaran

--- Plaintiff

-Versus-

Arunkumar

--- Defendant

This suit came up for final hearing on this day in the presence of advocate M/s.Inthu Karunakaran, learned counsel for the plaintiff and defendant was called absent set exparte and for non-appearance on 17.02.2026. Upon perusing the entire case records, on hearing plaintiff side arguments and having stood over for consideration till this date, this court delivers the following:-

JUDGMENT

Suit filed by the plaintiffs seeking for the relief of a) For a declaration, declaring that the Settlement Deeds dated 07.09.2021 and registered as Doc. No. 7934 of 2021 executed and registered by the Plaintiff before SRO Pallavaram as sham and void; b) For a declaration, declaring that the Settlement Deeds dated 07.09.2021 and registered as Doc. No. 7935 of 2021 executed and registered by the Plaintiff before SRO Pallavaram as sham and void; c) For a Permanent injunction restraining the Defendant or his men, agents, servants, representatives, assigns, or any person claiming through him or under him from in any manner directly or indirectly dealing with the, Suit Schedule Properties including by alienating or encumbering the Suit Schedule Properties and d) For a Permanent Injunction restraining the Defendant or his

men. agents, servants, representatives assigns, or any person claiming through him or under him from in any manner directly or indirectly dealing with the, Suit Schedule properties including not to disturb the peaceful possession and enjoyment of the Plaintiff over the Suit Schedule Properties and for costs.

2) BRIEF AVERMENTS OF THE PLAINT IS AS FOLLOWS:-

2.1) The Plaintiff submitted that the plaint is filed to declare that the Settlement Deeds dated 07.09.2021. registered as Doc. No. 7934 of 2021 and Doc. No. 7935 of 2021, as null and void under the provisions of the Maintenance of welfare of Parents and Senior Citizens Act, 2007. The Plaintiff humbly submits before this court that he is a Senior citizen and he is married to Mr. A. Pramila Rajasekaran (aged about 69 years) on August 21, 1980. Despite their earnest efforts, the couple was unable to conceive a child throughout their marriage. After enduring years of longing and disappointment, they decided to adopt a child to fulfill their desire for a legal heir. Consequently, they adopted Mr. R. Arun Kumar, the Defendant, when he was 6 months old baby as their son through a Court Order dated November 12 1987, issued by the District Judge of Dakshina Kannada, Mangalore, in Miscellaneous Case No. 58 of 1987, filed under Section 9 of the Hindu Adoptions and Maintenance Act, 1956. This adoption finally fulfilled the Plaintiff's heartfelt wish for a child, seven years after their marriage.

2.2) The Plaintiff contended that he and his wife devoted themselves to raise the Defendant with immense love and care, ensuring he grew up well-mannered and received quality education. The Defendant, a visual Communication graduate, initially worked at a BPO company as a Voice-Trainer, earning approximately Rs. 25,000/- per month. He was also involved in event management for some time. Subsequently, he ventured into startup businesses and frequently traveled to various countries, including Thailand and

USA. However, neither the Plaintiff nor his wife was fully aware of the exact nature of the Defendant's work or his earnings, as he had never contributed anything for the Plaintiff or his wife's welfare.

2.3) The plaintiff contended that they got the Defendant married to Ms. Ranjani, on July 2, 2020 as per his wish. The couple initially met on a matrimonial website and got married in a traditional wedding organized by both families. After their marriage, the Defendant and his wife resided in Mumbai for two years, during which they were engaged in establishing a startup, While they lived in Mumbai, neither the Plaintiff nor his wife was aware of the nature of their activities. Subsequently, the Defendant and his wife decided to pursue their careers abroad. While awaiting her visa, the Defendant and his wife temporarily moved-in with the Plaintiff and his wife in Chennai in November 2022. Since then, the Defendant and his wife have been residing with the Plaintiff and his wife in Chennai. The Defendant worked as an HR professional in Mylapore, Chennai. Even when the Defendant and his wife were living with the Plaintiff and his wife, he did not contribute anything to their welfare.

2.4) The plaintiff contended that neither the Defendant nor his wife took care of the Plaintiff & his wife's day to day expenses, medical expenses and/or other miscellaneous expenses. Further, the Plaintiff & his wife were also never dependent on the Defendant and his wife for their expenses. The Plaintiff states that he owns three properties acquired through his hard-earned money, two in Pallavaram and one in Anna Nagar. Trusting that the Defendant shall take the good care of the Plaintiff and his wife especially at their old age, the plaintiff settled the below mentioned residential Apartments to the Defendant:

a. Residential Apartment No. C 202, type 2BHK in the Second Floor of Block-C of the residential apartment complex named MITHILA, along with one reserved car park area bearing Slot No. 202 in Block-C. stilt level together with

the 659Sq.ft., of undivided share of land comprised in T.S. No. 11\2 and 11\3, situated at No. 182, Taluk, Kancheepuram District, (which is morefully described under the Schedule A hereunder & hereinafter referred to as the "Suit Schedule A Property) vide a Settlement Deed dated September 7, 2021 executed and registered under Doc No. 7934 of 2021, SRO - Pallavaram.

b. Residential Apartment No. B 104, type 3 BHK in the First Floor of Block-B of the residential apartment complex named "MITHILA, along with one reserved car park area bearing Slot No. 104 in Block-B, stilt level together with 913Sq ft of undivided share of land comprised in T.S.No. 11/2, situated at No.182, Dharga Road, Zamin Pallavaram Village, Tambaram Taluk, Kancheepuram District, (which is morefully described under the Schedule B hereunder & hereinafter referred to as the 'Suit Schedule B Property') vide a Settlement Deed dated September 7, 2021 executed and registered vide Doc No. 7935 of 2021, SRO Pallavaram.

2.5) The plaintiffs submitted that be that as it may, to their great shock, during June 2023, the Defendant left the Plaintiff for Thailand claiming to pursue a business opportunity and left his wife in the care of the Plaintiff and his wife. Initially, they believed his departure was for legitimate business purposes. However, after he left, there was no contact from him, leaving the Plaintiff and his wife in distress as they were unable to reach their only son. Not knowing his whereabouts caused significant emotional suffering for the Plaintiff While the Plaintiff was undergoing through such a tough and difficult time, he received an email in the month of November 2023 from the Defendant stating that he was unhappy with the Plaintiff and his wife and does not wish to live with them, and asked them not to interfere in his life.

2.6) The plaintiffs submitted that he was deeply shocked and was in a great mental distress due to the sudden deliberate desertion of the Defendant.

Despite making numerous attempts to contact him, all his efforts proved futile.

2.7) The plaintiffs submitted that the Plaintiff and his wife are senior citizens. The Plaintiff is 75 years old and is having various issues. The Plaintiff is a former employee of BHEL in Bangalore, retired in the month of April 2010. The Plaintiff's wife is a homemaker and has never been employed. Out of love and affection, the Plaintiff settled the Suit Schedule Properties in favour of their son, the Defendant, while retaining a life interest for himself and his wife. These properties are currently rented out, generating a monthly income of Rs 55,000/-, which is their sole source of livelihood after retirement. With no financial support from their son, the Plaintiff and his wife rely on the rental income to meet their daily living and medical expense. They currently reside in the Plaintiff's brother-in-law's house by paying rent.

2.8) The Plaintiff submitted that, as a senior citizen, he is already struggling to survive owing to the long history of medical illness. The Plaintiff is undergoing treatment for mental depression and has also been diagnosed with heart valve leakage, for which doctors have prescribed urgent major surgery which was performed on 23rd January, 2025 at Kauvery Hospital, Alwarpet and it mandated hospitalization for a week, followed by a lengthy recovery period of 3-4 months at home. The entire process cost the Plaintiff several lakhs which was a heavy financial burden on the Plaintiff and his wife. On one hand, the Plaintiff has endured the immense loss of their beloved son, the Defendant and on the other hand, the Plaintiff has undergone a surgery that has affected him both physically and mentally. Despite all this, the Plaintiff must remain as a support to his wife who is also medically ill.

2.9) The Plaintiff submitted that amidst all this, the Defendant's wife has begun demanding properties owned by the Plaintiff and is threatening the Plaintiff and his wife with dire consequences, and coercing them to transfer the

properties to her as compensation for the actions of the Defendant and the Plaintiff's son has no issues born out of wedlock. After the Defendant left, he contacted the Plaintiff once, expressing dissatisfaction with Plaintiff's care and upbringing, claiming that he was not raised with love and affection. Subsequently, the Plaintiff lost all contact with the Defendant despite numerous attempts to reach him. The Plaintiff sincerely wishes for the Defendant to return back and be there with him at his age old period especially when he got serious heart issues. However, the Defendant without even considering the struggles the Plaintiff and his wife underwent to raise him from a 6 months old baby, he deliberately deserted them without maintaining them at their old age.

2.10) The Plaintiff submitted that he and his wife are in the final stages of their lives and are no longer able to manage their current situation. They have no one in India to support or to take care of them. The Plaintiff wishes to live the remaining of his life with his wife with dignity. supporting his wife by way of utilizing their current assets, and without being financially dependent on others. The Plaintiff intends to move out of their current rental house and settle in a senior citizen home or other alternate arrangements with adequate medical facilities for the rest of his life along with his wife. However, due to the settlement deed, the Plaintiff is not able to obtain any benefit through sale to take care of his medical and other basic requirements.

2.11) The Plaintiff submitted that he settled her Scheduled Property to his son by executing and registering Settlement Deeds dated 7th day of September 2021, only with a fond hope that his son shall provide the basic amenities and basic physical needs to the Plaintiff, especially at his old age. However, Plaintiff's son is no more present to take care of the Plaintiff and his wife. Moreover, he also left his own wife under the care and custody of the Plaintiff and his wife. Hence the Plaintiff filed this suit to declare the Settlement

Deeds Doc.No.7934 of 2021 and Doc.No.7935 of 2021 dated 07.09.2021, as null and void, since the Defendant, who is the beneficiary of the Settlement deed is not present in the lives of the Plaintiff or his wife to provide basic amenities, assistance and physical needs.

2.12) The Plaintiff has been advised to state that the Plaintiff is entitled for the relief sought under this Plaint as per Section 23 (1) of THE MAINTENANCE AND WELFARE OF PARENTS AND SENIOR CITIZENS ACT, 2007, and the extract of the same as follows;

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. Hence, this suit.

3) In this suit, defendant was called absent set exparte and for non-appearance on 05.02.2026.

4) Exparte Evidence:

On the side of plaintiff, the Plaintiff Tr.A. Rajasekaran, was examined as PW1 and through him Exhibits A1 to A12 were marked. On the side of the defendant no witnesses were examined and no exhibits were marked.

5) Plaintiff side arguments heard. Records perused.

6) Points For Determination:

(i) Whether the plaintiff is entitled to the reliefs as prayed for ?

7) The case of the plaintiff is that the plaintiff was married with one Tmt.Pramila on 21.08.1980 and they were adopted the defendant as their son as per court order dated 12.11.1987 and the suit properties are self acquired properties of plaintiff and he had settled the suit property to the defendant out of love and affection through registered settlement deed dated 07.09.2021 on trusting the defendant to take care of the plaintiff in their old age. But the defendant left to Thailand and not returned to the plaintiff. The plaintiff settled the suit properties to the defendant by retaining life interest for him self and his wife and the defendant deserted the plaintiff without maintaining them in the older age. Therefore, the plaintiff filed the suit to declare the registered settlement deed as null and void.

8) In this case, the plaintiff Tr.A. Rajasekaran, was examined himself as PW1 and deposed to the plaint averments and exhibits Ex.A1 to A12 were marked on the side of the plaintiff. Ex.A1 which is the photo copy of order issued by District Judge of Dhakshina Kannada, Mangalore, permitting to give the defendant in adoption to the plaintiff (compared with original), Ex.A2 which is the certified copy of Sale deed registered in doc.no.2310 of 2019 executed in favour of plaintiff before the Sub Registrar, Pallavaram dated 13.03.2019 (compared with original), Ex.A3 which is the photo copy of Sale deed registered in doc.no.2306 of 2019 executed in favour of plaintiff before the Sub Registrar, Pallavaram dated 13.03.2019 (compared with original), Ex.A4 which is the certified copy of settlement deed registered in doc.no.7934 of 2021 executed in favour of plaintiff before the Sub Registrar, Pallavaram dated 07.09.2021 (compared with original), Ex.A5 which is the certified copy of settlement deed registered in doc.no.7935 of 2021 executed in favour of plaintiff before the Sub Registrar, Pallavaram dated 07.09.2021, Ex.A6 which is the online copy of encumbrance certificate dated 01.08.2025, Ex.A7 which is

the original summon Tamil Nadu State Commission for Women Kalasa Mahal, First Floor, Chepauk, Chennai dated 13.11.2024, Ex.A8 which is the office copy of legal notice dated 24.05.2025, Ex.A9 which is the photo copy of medical records of the plaintiff (compared with original), Ex.A10 which is the online copy encumbrance certificate dated 13.08.2025, Ex.A11 which is the certified copy of construction agreement registered in doc.no.2309 of 2019 executed in favour of the plaintiff before the Sub Registrar, Pallavaram dated 13.03.2019, and Ex.A12 which is the certified copy of construction agreement registered in doc.no.2305 of 2019 executed in favour of the plaintiff before the Sub Registrar, Pallavaram dated 13.03.2019.

9) On perusal of Ex.A1 which is the photo copy of order of Hon'ble District Mangalur in M.C.No.58/1987 shows that the plaintiff has adopted the defendant. Further Ex.A2 and Ex.A3 are shows that the plaintiff has been purchased the suit A and B schedule property through registered sale deed. Further, Ex.A4 and A5 which are the registered settlement deed shows that the plaintiff has been settled the suit A and B schedule property to the defendant. Further, Ex.A6 and A10 whcih are the encumbrance certificate for the suit properties are shows that except Ex.A4 and A5 no encumbrance existed at the time of filing of the suit. Ex.A7 shows that summon was sent to the plaintiff from Tamil Nadu State Commission for Women. Ex.A8 shows that legal notice was sent by the wife of defendant to the plaintiff and his wife and Ex.A9 shows that the plaintiff is having heart disease and undergone surgery for heart disease and taking treatment for it. Ex.A11 and Ex.A12 are shows that the plaintiff had entered into construction agreement with regard to suit properties.

10) Thus, Ex.A2 and A3 shows the plaintiff is the owner of the suit property and the same was settled in favour of defendant vide Ex.A4 and A5. The plaintiff submitted that he had executed settlement deed to the defendant on

trust that the defendant would take care the plaintiff and his wife but the defendant failed to maintain them. Whereas on perusal of Ex.A4 and A5 are shows that the suit property was settled to the defendant. Eventhough, the Ex.A4 and A5 was titled as settlement deed but on perusal of above documents the settlor who is the plaintiff herein retained life estate and for himself and for his wife in the suit properties and retained his right to receive rent income profit and mentioned that the defendant would get full right after the life time of plaintiff and her wife and the plaintiff also restrained the right of alienation by the defendant and grants such alienation right after the life time of plaintiff as well as her wife are shows that the above document does not fulfills the criteria of gift deed and the above recital are clearly drafted as criteria for will eventhough same was titled as settlement deed. Whereas the acceptance of gift is essential for the completion of gift settlement but the plaintiff has retained all rights over the suit properties and granted full right over the suit property to the defendant after the lifetime of plaintiff and the possession of the suit properties shall be inherited after the lifetime of plaintiff which shows that the Ex.A4 and A5 can be treated as will alone and the same can be cancelled at the any time at desine of the testator who is the plaintiff herein.

11) In this case the defendant has not appeared and not filed written statement for the plaint which shows that the defendant has no objection to the plaintiff's case and the defendant also not turned up to cross-examine the plaintiff side witness inorder to disprove the plaintiff case. Since the defendant has not filed any written statement and not cross-examined the plaintiff side witness and the defendant has also failed to rebut the evidence adduced by the plaintiff side clearly shows that the plaintiff has proved his case. The exhibits Ex.A1 to Ex.A12 and the testimony of PW1 are clearly proved that the plaintiff has executed the Ex.A4 and A5 with condition of maintaining the plaintiff and

his wife but the defendant who is the settlee of the suit property failed to maintain them and failed to denied the claim of the plaintiff.

12) As the defendant in this case was remained exparte, there is no contra pleading to the contention of the plaintiff and the plaintiff has been clearly established his contention as against the defendants stands proved vide Ex.A1 to Ex.A12 and this court inclined to grant the relief of declaration and permanent injunction as prayed by the plaintiff. From the above discussion, this court comes to the conclusion that the plaintiff has proved the cause of action. In the above circumstances, this court is inclined to grant the relief of as prayed by the plaintiff as against the defendants.

13) In the result, this suit is allowed and decreed as follows:-

13.1) It is hereby declared that the registered settlement deed Doc. No. 7934 of 2021 dated 07.09.2021 on the file SRO Pallavaram as null and void;

13.2) It is hereby declared that the registered settlement deed Doc. No. 7935 of 2021 dated 07.09.2021 on the file SRO Pallavaram as null and void;

13.3) The Defendant or his men, agents, servants, representatives, assigns, or any person claiming through him or under him are restrained by way of permanent injunction from in any manner directly or indirectly dealing with the, Suit Schedule Properties including by alienating or encumbering the Suit Schedule Properties

13.4) The Defendant or his men, agents, servants, representatives, assigns, or any person claiming through him or under him are restrained by way of permanent injunction from in any manner directly or indirectly dealing with the, Suit Schedule properties including not to disturb the peaceful possession

and enjoyment of the Plaintiff over the Suit Schedule Properties.

13.5) Considering the fact and circumstances of the case the plaintiff is directed to bear his own costs.

Dictated to the steno - typist and directly typed by him in computer and corrected and pronounced by me in the open court on this the 05th June 2026.

Tr.C.P.Mullai Vanan

District Munsif cum,
Judicial Magistrate,
Pallavaram.

I) PLAINTIFFS SIDE WITNESSES:

S.No	Witness No.	Name
1	PW1	Tr.Rajasekaran

II) PLAINTIFFS SIDE EXHIBITS:

S.No.	Exhibit	Date	Documents	Remarks
1.	Ex.A1		Order issued by District Judge of Dhakshina Kannada, Mangalore, permitting to give the defendant in adoption to the plaintiff (compared with original),	Photo copy
2.	Ex.A2	13.03.2019	Sale deed registered in doc.no.2310 of 2019 executed in favour of plaintiff before the Sub Registrar, Pallavaram (compared with original),	Certified copy

3.	Ex.A3	13.03.2019	Sale deed registered in doc.no.2306 of 2019 executed in favour of plaintiff before the Sub Registrar, Pallavaram (compared with original),	Photo copy
4.	Ex.A 4	07.09.2021	Settlement deed registered in doc.no.7934 of 2021 executed in favour of plaintiff before the Sub Registrar, Pallavaram (compared with original),	Certified copy
5.	Ex.A5	07.09.2021	Settlement deed registered in doc.no.7935 of 2021 executed in favour of plaintiff before the Sub Registrar, Pallavaram	certified copy
6.	Ex.A6	01.08.2025	Encumbrance certificate	online copy
7.	Ex.A7	13.11.2024	Summon Tamil Nadu State Commission for Women Kalasa Mahal, First Floor, Chepauk, Chennai	original
8.	Ex.A8	24.05.2025	Legal notice	office copy
9.	Ex.A9		Medical records of the plaintiff (compared with original),	Photo copy
10.	Ex.A10	13.08.2025	Encumbrance certificate	Online copy
11.	Ex.A11	13.03.2019	Construction agreement registered in doc.no.2309 of 2019 executed in favour of the plaintiff before the Sub Registrar, Pallavaram	Certified copy
12.	Ex.A12	13.03.2019	Construction agreement registered in doc.no.2305 of 2019 executed in favour of the plaintiff before the Sub Registrar, Pallavaram	Certified copy

IV) DEFENDANTS SIDE WITNESS AND EXHIBITS: NIL

Tr.C.P.Mullai Vanan
District Munsif cum
Judicial Magistrate
Pallavaram.

// True Copy //

District Munsif cum
Judicial Magistrate
Pallavaram.

IN THE COURT OF DM CUM JM, PALLAVARAM

Da Dated:05.06.2026.

O O.S.No.165/2025

Judgment Pronounced in open court

In the result, this suit is allowed and decreed as follows:-

- 1) It is hereby declared that the registered settlement deed Doc. No. 7934 of 2021 dated 07.09.2021 on the file SRO Pallavaram as null and void;
- 2) It is hereby declared that the registered settlement deed Doc. No. 7935 of 2021 dated 07.09.2021 on the file SRO Pallavaram as null and void;
- 3) The Defendant or his men, agents, servants, representatives, assigns, or any person claiming through him or under him are restrained by way of permanent injunction from in any manner directly or indirectly dealing with the, Suit Schedule Properties including by alienating or encumbering the Suit Schedule Properties
- 4) The Defendant or his men, agents, servants, representatives, assigns, or any person claiming through him or under him are restrained by way of permanent injunction from in any manner directly or indirectly dealing with the, Suit Schedule properties including not to disturb the peaceful possession and enjoyment of the Plaintiff over the Suit Schedule Properties and for costs
- 5) Considering the fact and circumstances of the case the plaintiff is directed to bear her own costs. Detailed judgment vide in separate sheet.

DM cum JM
PVM