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WP No. 1268 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 18-06-2026**

CORAM

**THE HON'BLE MR JUSTICE M.DHANDAPANI**

**W.P.No. 1268 of 2024**

Arumugam

..Petitioner(s)

Vs

1. The District Collector  
Chengalpattu District, Chengalpattu.
2. The Revenue Divisional Officer,  
Maduranthakam, Chengalpattu District.
3. Mohanraj

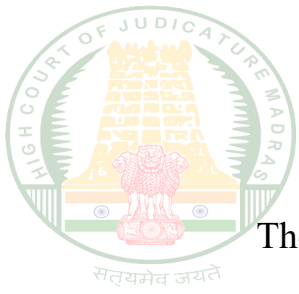
..Respondent(s)

**Prayer:** Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus to call for the records relating to the proceedings to the 1st respondent vide Na.Ka.No. 14661/2023/M.1 dated 30.12.2023 and quash the same consequently cancel the settlement deed executed by the petitioner in favour of the 3rd respondent herein vide Doc.No. 4431/222 dated 07.11.2022 registered in the office of SRO, Cheyyar.

For Petitioner(s): Mr.T.Muruganantham

For Respondent(s): Mr.L.Gokulraj, Govt. Counsel  
For RR-1 & 2

M/s. R. Vijayakumar for R-3



## ORDER

The present Writ Petition has been filed challenging the order passed by the 1<sup>st</sup> respondent whereby the petitioner's claim for cancellation of settlement deed executed by the petitioner in favour of the 3<sup>rd</sup> respondent, has been rejected.

2. It is stated that that the petitioner is a Senior Citizen aged about 76 years. The petitioner had executed a registered Settlement Deed in favour of the 3<sup>rd</sup> respondent, who is one of his sons, in respect of an extent of 56 cents of land comprised in Survey No.279/1C and the same was registered as Document No.4431 of 2022 dated 07.11.2022 on the file of the Sub-Registrar, Cheyyar. According to the petitioner, after obtaining the benefit of the settlement, the 3<sup>rd</sup> respondent failed to maintain and take care of the petitioner. In such circumstances, the petitioner has approached the 2<sup>nd</sup> respondent by filing a petition under the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the settlement deed executed in favour of the 3<sup>rd</sup> respondent. However, the request of the petitioner was rejected by the 2<sup>nd</sup> respondent vide his order dated 30.08.2023 thereby directing payment of maintenance amount of Rs.2000/- each by the sons and daughter. Aggrieved by the same, the petitioner preferred an appeal before the 1<sup>st</sup> respondent, who in turn, confirmed the proceedings of the 1<sup>st</sup> respondent dated 30.10.2023, who after adjudication confirmed the order passed by the 2<sup>nd</sup> respondent. Aggrieved



by the said concurrent findings, the petitioner has come up with the present Writ Petition.

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3. Learned counsel appearing for the petitioner submitted that the petitioner has four sons and one daughter and, significantly, the settlement deed had been executed only in favour of the 3<sup>rd</sup> respondent and not in favour of the other son. Learned counsel further contended that the conduct of the 3<sup>rd</sup> respondent clearly disentitles him from retaining the benefit under the settlement deed and the authorities ought to have cancelled the same. Therefore, it is the argument of the learned counsel that the appellate authority / 1<sup>st</sup> respondent has failed to consider the request of the petitioner and mere ordering maintenance alone is unsustainable and thus, prayed to cancel the settlement deed executed by the petition in favour of the 3<sup>rd</sup> respondent. Accordingly, he prayed for issuance of suitable directions in the above regard.

4. Learned government counsel appearing for the respondents submitted that the settlement deed executed by the petitioner in favour of the 3<sup>rd</sup> respondent is an irrevocable settlement deed and does not contain any condition obligating the settlee to maintain the settlor. He further submitted that the authorities have rightly taken note of the nature of the document and found that there was no clause reserving any right of cancellation in the event of failure to provide maintenance. He vehemently contended that in the absence of any such



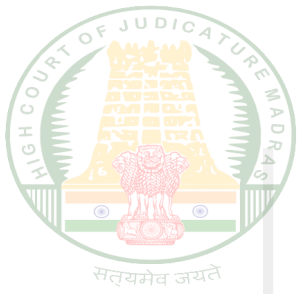
condition in the settlement deed, the authorities constituted under the Act have no jurisdiction to cancel the document. It is also submitted that the appellate authority/ 1<sup>st</sup> respondent has, in fact, granted relief to the petitioner by directing payment of monthly maintenance and therefore no further interference is warranted. Hence, he prayed for dismissal of this writ petition.

5. The issue involved in the present Writ Petition is no longer *res integra* as the similar issue has already been decided by the Full Bench of this Court in ***Sasikala Vs. Revenue Divisional Officer and another*** reported in **2022 SCC online Mad 4343**, wherein it is held that once the settlement deed is executed, the same cannot be cancelled unilaterally. The relevant portion is extracted hereunder;

*"40.Hence, we have no hesitation to answer the issue by holding that the Sub-Registrar namely, the Registering Authority has no power to accept the deed of cancellation to nullify the deed of conveyance made earlier.*

*41.Regarding gift or settlement: With regard to unilateral cancellation of gift deed, which is not revocable and does not come under the purview of [Section 126](#) of the Transfer of Property Act, the Registrar has no power to accept the deed of cancellation to nullify the registered settlement deed. [Section 126](#) of the Transfer of Property Act, reads as follows:*

*"126. When gift may be suspended or revoked.—The donor and donee may agree that on the happening of any*

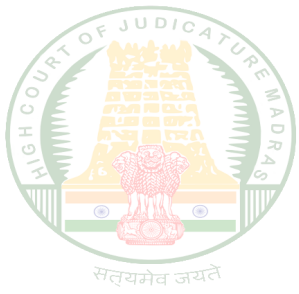


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*specified event which does not depend on the will of the donor a gift shall be suspended or revoked; but a gift which the parties agree shall be revocable wholly or in part, at the mere will of the donor, is void wholly or in part, as the case may be. A gift may also be revoked in any of the cases (save want or failure of consideration) in which, if it were a contract, it might be rescinded. Save as aforesaid, a gift cannot be revoked. Nothing contained in this section shall be deemed to affect the rights of transferees for consideration without notice.*

*42. **Section 126** of the Transfer of Property Act recognizes the power of revocation where the donor reserves a right to suspend or revoke the gift on happening of any specified event. However, the illustrations clarify that the revocation should be with the assent of the donee and it shall not be at the will of donor as a gift revocable at the mere Will of the donor is void. The Sub- registrar cannot decide whether there was consent for revocation outside the document. If the donor by himself reserves a right to revoke the gift at his Will without the assent by donee, the gift itself is void. Since we are dealing with unilateral cancellation, the power of registration of cancellation or revocation of gift deed cannot be left to the discretion or wisdom of registering authority on facts which are not available or discernible from the deed of gift. When the power of revocation is reserved under the document, it is permissible to the registering officer to accept the document revoking the gift for registration only in cases where the following conditions are satisfied;*



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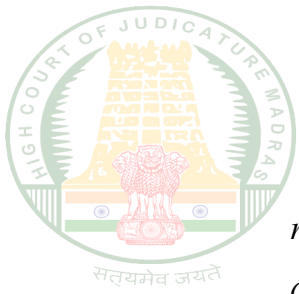


*(a) There must be an agreement between the donor and donee that on the happening of a specified event which does not depend on the Will of the donor the gift shall be suspended or revoked by the donor.*

*(b) Such agreement shall be mutual and expressive and seen from the document of gift.*

*(c) Cases which do not fall under Section 126 of Transfer of Property in W.P. (MD).Nos.6889,8330,13297 of 2020,11674 of 2015 Act, unless the cancellation of Gift or Settlement is mutual, the registering authority shall not rely upon the self serving statements or recitals in the cancellation deed. For example questioning whether the gift deed was accepted or acted upon cannot be decided by the registering authority for the purpose of cancelling the registration of gift or settlement deed.*

*43. The donor must specifically reserves such right to suspend or revoke the gift deed with the consent of donee to attract [Section 126](#) of the Transfer of Property Act. Unless the agreement is mutual, expressed in the recitals, the Registering Authority cannot accept the document for registration. However, the factual allegations with regard to the acceptance of gift or the issue where the gift was acted upon or not do not come under the purview of the Registering Officer. Hence, the Registering Officer is not excepted to accept the document unilaterally cancelling the gift deed, merely on the basis of the statement of the donor or the recitals in the document for cancellation.*



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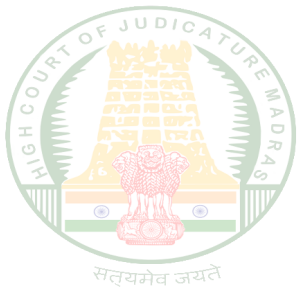
44. From the discussions and conclusions we have reached above with reference to various provisions of Statutes and precedents, we reiterate the dictum of Hon'ble Supreme Court in *Thota Ganga Laxmi and Ors.-vs- Government of Andhra Pradesh & Ors.*, reported in (2010) 15 SCC 207 and *W.P.(MD).Nos.6889,8330,13297 of 2020,11674 of 2015* the Full Bench of this Court in *Latif Estate Line India Ltd.*, case, reported in *AIR 2011(Mad) 66* and inclined to follow the judgment of three member Bench of Hon'ble Supreme Court in *Veena Singh's case* reported in (2022) 7 SCC 1 and the judgment of two member Bench of Hon'ble Supreme Court in *Asset Reconstruction Company (India) Ltd.*, case, reported in 2022 SCC On-line SC 544 for the following propositions:

(a) A sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally cancelled.

(b) Such unilateral cancellation of sale deed or a deed of conveyance is wholly void and non est and does not operate to execute, assign, limit or extinguish any right, title or interest in the property.

(c) Such unilateral cancellation of sale deed or deed of conveyance cannot be accepted for registration.

(d) The transferee or any one claiming under him or her need not approach the civil Court and a Writ Petition is maintainable to challenge or nullify the registration.



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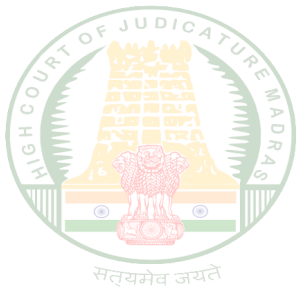


*(e) However, an absolute deed of sale or deed of conveyance which is duly executed by the transferor may be cancelled by the Civil Court at the instance of transferor as contemplated under [Section 31](#) of Specific Relief Act.*

*(f) As regards gift or settlement deed, a deed of revocation or W.P. (MD).Nos.6889,8330,13297 of 2020,11674 of 2015 cancellation is permissible only in a case which fall under [Section 126](#) of Transfer of Property Act, and the Registering Authority can accept the deed of cancellation of gift for registration subject to the conditions specified in para 42 of this judgment.*

*(g) The legal principles above stated by us cannot be applied to cancellation of Wills or power of Attorney deed which are revocable and not coupled with interest.*

*45. As a result of our forgoing conclusions, we answer the reference by holding that the Registrar has no power to accept the deed of cancellation to nullify the deed of conveyance made earlier, when the deed of conveyance has already been acted upon by the transferee. Since anyone may try to mislead or misinterpret our judgment by referring to the question of reference we insist that our answer to the reference should be understood in the light of our conclusions summarised in the previous paragraph.’’*



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46. *The scope of Sections 71 to 76 and the procedure to be followed were considered by the Hon'ble Supreme Court in Veena Singh's case reported in (200) 7 SCC 1. On the combined reading of the provisions of the Registration Act and the Rules approved by the State Government of Tamil Nadu, and the other Provisions relating to Registration of Power of Attorney deed as dealt with by the Hon'ble Supreme Court in the case of Asset Reconstruction Company (India) Limited v. S.P.Velayutham, reported in 202 SCC Online SC 544, the registering authority, whether he is exercising a quasi-judicial power, or performing an administrative act, the High Court is empowered to see whether, he performed the duties statutorily ordained upon him in the manner prescribed by law. The Hon'ble Supreme Court in the case of Suraj Lamp and Industries (P) LTD. v.State of Haryana, reported in (2009) 7 SCC 363, has considered the object of Registration Act, 1908. It is held that registration provides safety and security to transactions relating to immovable property and it gives publicity and public exposure to documents thereby prevent forgeries and frauds in regard to execution of documents. It is further held that Registration gives solemnity of form and perpetuate documents which are of legal importance or relevance by recording them, where people may see the record and enquire and ascertain what the particulars*



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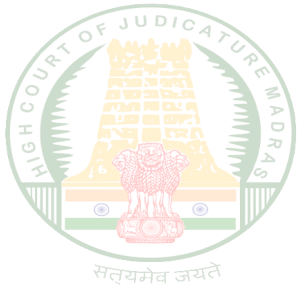
*are and as far as land is concerned what obligations exist with regard to them. Registration ensures that every person dealing with immovable property can rely with confidence upon the statements contained in the registers (maintained under Registration Act) as a full and complete account of all transactions by which title to the transfer or title or title of any one has to be deprecated as one against public policy.*

6. In view of the law laid down by the Hon'ble Full Bench of this Court in the Judgement *supra*, there being no clause in the settlement deed for revoking the settlement deed, cancellation of the registered settlement deed is impermissible. In such view of the matter, this Court finds that the 1<sup>st</sup> respondent had rightly rejected claim of the petitioner for cancellation of the settlement deed which was executed in favour of the 3<sup>rd</sup> respondent and therefore, impugned order passed by the 1<sup>st</sup> respondent does not warrant any interference of this Court.

7. Accordingly, the Writ Petition is dismissed with liberty to the petitioner to approach the competent civil court in the manner known to law. There shall be no order as to costs. Consequently, connected Miscellaneous Petitions are closed.

**18-06-2026**

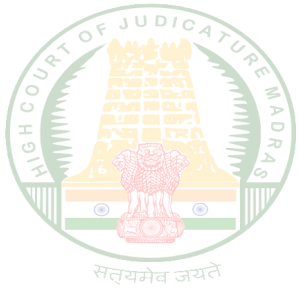
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**M.DHANDAPANI, J.**

**NHS**

To

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Chengalpattu District, Chengalpattu.
2. The Revenue Divisional Officer  
Maduranthakam, Chengalpattu District.

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