



W.P.No.1612 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 05.08.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.No.1612 of 2024
and
W.M.P.No.1647 of 2024

Sekar
S/o.Sithan

... Petitioner

vs.

1. The Presiding Officer
The Parents and Senior Citizens Maintenance
Tribunal cum Revenue Divisional Officer,
Attur, Salem District.

2. Pappathi
W/o.Sithan

... Respondents

Writ Petition filed under Article 226 of the Constitution of India
praying a writ of Certiorari, to call for the records in Na.Ka.7590/2023/A2
dated 01.01.2024 on the file of the first respondent and quash the same.

For Petitioner : Mr.A.K.Kumarasamy
Senior Advocate
for Mr.J.Prithivi
For Respondents : Mr.S.Sidhartha Vishnu
Government Advocate, for R1
Ms.D.Sathya, for R2

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ORDER

The petitioner challenges the order dated 01.01.2024 passed by the first respondent, by which the settlement deed dated 09.11.2015 executed by the second respondent in favour of the petitioner was cancelled under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

2. The petitioner is the son of the second respondent. The second respondent executed a settlement deed in favour of the petitioner, conveying 1.36 acres of land in Survey No.387/9, Aniyampatti Village. Thereafter, alleging that the petitioner had failed to provide her with maintenance, basic amenities and physical needs, and that she had no independent source of income or shelter, the second respondent filed an application under Section 23 of the Act seeking cancellation of the settlement deed. The petitioner contested the proceedings. After considering the pleadings, statements of the parties and the materials on record, the first respondent passed the impugned order cancelling the settlement deed.

3. I have heard the learned counsel appearing for the parties.



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4. The settlement deed is in the vernacular language. Learned counsel

on both sides have placed an English translation before this Court. They submit that the settlement deed does not contain any clause requiring the petitioner to maintain the second respondent or provide her with basic amenities and physical needs as a condition for the transfer of the property.

5. A Division Bench of this Court, in *R. Muniyammal v. District Collector/Appellate Tribunal*, relying upon the decision of the Hon'ble Supreme Court in *Sudesh Chhikara v. Ramti Devi*, held that the obligation to maintain a senior citizen under Section 23(1) of the Act may, in appropriate cases, be implied even if it is not expressly incorporated in the settlement deed.

6. However, a subsequent coordinate Bench of this Court, in *Karuppan v. District Magistrate-cum-District Collector*, after considering the decisions of the Hon'ble Supreme Court in *S. Vanitha v. Deputy Commissioner*, *Sudesh Chhikara v. Ramti Devi* and *Urmila Dixit v. Sunil Sharan Dixit*, held that Section 23(1) requires an express condition in the settlement deed obligating the transferee to maintain the transferor. According to the coordinate Bench, such a condition cannot be presumed or implied.



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7. The coordinate Bench further observed that the decisions of the Hon'ble Supreme Court do not dispense with the requirement of an express condition. It also noticed that in *Urmila Dixit*, the obligation to maintain the transferor had been specifically incorporated in the documents executed between the parties.

8. The coordinate Bench also rejected the contention that love and affection, which may have motivated the execution of the settlement deed, could itself amount to the statutory condition contemplated under Section 23(1). It held that where the statute specifically requires such a condition, the Court cannot read an implied condition into the document.

9. The coordinate Bench further held that the later Division Bench decisions accepting the theory of an implied condition were inconsistent with the earlier binding precedents and the law declared by the Hon'ble Supreme Court, and therefore the earlier binding precedents would prevail.

10. In the present case, the settlement deed admittedly does not contain any clause requiring the petitioner to maintain the second respondent or provide her with basic amenities and physical needs. Such a condition is a sine qua non for invoking Section 23(1) of the Act. In the absence of such a



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condition, the first respondent had no jurisdiction to cancel the settlement deed. Accordingly, the impugned order cannot be sustained.

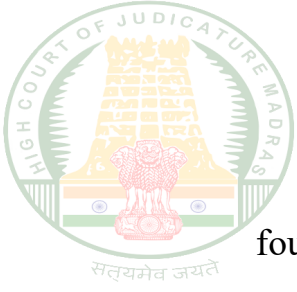
11. Nevertheless, the second respondent is the mother of the petitioner and it is not disputed that she has no independent source of income. The petitioner, being her son, is under a legal obligation to maintain her. Therefore, while setting aside the order of cancellation, appropriate provision has to be made for her maintenance.

12. In the result, the following order is passed:

(i) The Writ Petition is allowed and the impugned order dated 01.01.2024 passed by the first respondent is set aside.

(ii) The petitioner shall pay maintenance to the second respondent at the rate of Rs.15,000/- (Rupees Fifteen Thousand only) per month with effect from 01.01.2026. From September 2026 onwards, the monthly maintenance shall be paid on or before the 7th day of every succeeding month during the lifetime of the second respondent.

(iii) The arrears of maintenance for the period from 01.01.2026 to 31.08.2026 shall be paid to the second respondent within a period of



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four (4) weeks from the date of receipt of a copy of this order.

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13. Consequently, the connected miscellaneous petition is closed.

There shall be no order as to costs.

05.08.2026

Speaking / Non-speaking order

Neutral Citation : Yes / No

Index : Yes / No

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To

The Presiding Officer
The Parents and Senior Citizens Maintenance
Tribunal cum Revenue Divisional Officer,
Attur, Salem District.

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HEMANT CHANDANGOUDAR, J.,

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