



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-08-2026

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THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP No. 14660 of 2025

And WMP.No. 38070 of 2025

Munirathinam Naidu

..Petitioner

Vs

1. The District Collector
Collector Office, Tiruvallur 602001
2. The Sub Collector
Ponneri Taluk Tiruvallur District 601204
3. The Tahsildar
Ponneri Taluk Office, Ponneri, Chennai 601204
4. The Revenue Divisional Officer
Arani Sub Division,
House No 63 E.B Nagar East,
Arani 632301
5. The Village Administrative Officer
Panchetty Village,
Ponneri Taluk 601204
6. Thananjeyan
7. Bhaskar
8. Latha
9. Rambhai



10.Sarala

11.Jamuna

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..Respondent(s)

Writ Petition is filed under Article 226 of Constitution of India, praying for issuance of writ of certiorarified mandamus, calling for the records pertaining to the impugned order in Ref Na Ka. No 1712811/ 2024 /M4 dated 16.07.2024 from the file of the first respondent, and quash the same as being vitiated by manifest illegality arbitrariness, gross miscarriage of justice, and as violative of the principles of natural justice consequently, direct the first respondent to ensure the return of the misappropriated nine sovereigns of gold jewellery belonging to the petitioner's late wife and a sum of Rs 6,00,000/- (Rupees six Lakhs only) from the petitioner's son Baskar and to revoke all settlement deeds executed by the petitioner in favour of the petitioner's children, the respondents 6 to 11 herein in accordance with section 23 of the Tamil Nadu Maintenance and welfare of parents and senior citizens Act 2007 and to grant petitioner security and protection from the petitioners children in line with the order passed by this Hon'ble Court in S. Mala Vs. District Arbitrator and other W.A. No 3582 of 2024, dated 06.03.2025.

For Petitioner: Mr. A.Sanjeev Kumar

For Respondent: Mr.C.Prabakaran, Spl.GP – R1 to R5

Mr.Anoj Elangovan – R7

R6 & R8 to R11 – No Appearance



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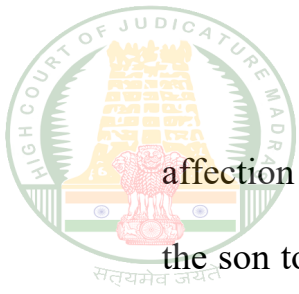
ORDER

The petitioner challenges the order dated 16.07.2024 passed by the 1st respondent confirming the order dated 22.11.2023 passed by the 2nd respondent.

2. By the said order, the petition filed by the petitioner under Section 23 of Tamil Nadu Maintenance and Welfare of Parents and Senior Citizens Rules, 2009 for cancellation of settlement deed dated 02.11.2007 executed in favour of the 7th respondent came to be rejected. The petitioner was also denied maintenance stating that the petitioner is having reasonable income and also agricultural income.

3. Heard both sides and perused the materials available on record.

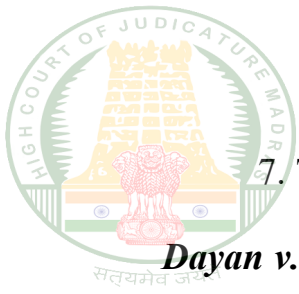
4. A Division Bench of this Court, *in R. Muniyammal v. The District Collector/Appellate Tribunal and others (W.A. No.935 of 2025, dated 28.04.2025)*, relying on the decision of the Hon'ble Supreme Court in *Sudesh Chhikara v. Ramti Devi (2022 SCC OnLine SC 1684)*, held that, for satisfying the requirement under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, it is sufficient if the condition to maintain the senior citizen is implied. The Division Bench observed that such a condition need not be expressly stated in the settlement deed. Since the settlement deed in that case had been executed by the mother in favour of her son out of love and



affection and for his better future, it held that there was an implied obligation on the son to maintain his mother. On that reasoning, the Division Bench held that an implied condition would satisfy the requirement of Section 23(1) of the Act.

5. The above decision of the Division Bench was considered by a coordinate Bench of this Court in ***Karuppan v. The District Magistrate-cum-District Collector (W.P. No.4540 of 2022, dated 19.06.2025)***, in the light of the judgments of the Hon'ble Supreme Court. The coordinate Bench examined the issue in detail and held that Section 23(1) requires the transfer of property to be subject to a specific condition that the transferee shall provide the basic amenities and physical needs of the transferor. Such a condition cannot be presumed or implied.

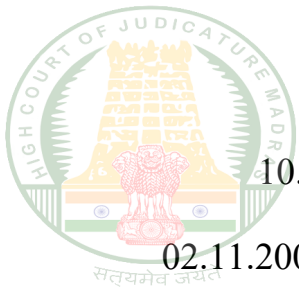
6. The coordinate Bench analysed the decisions of the Supreme Court in ***S. Vanitha v. Deputy Commissioner, Sudesh Chhikara v. Ramti Devi, and Urmila Dixit v. Sunil Sharan Dixit***, and held that these decisions do not support the view that an implied condition is sufficient. It observed that *Urmila Dixit* was a case where both the gift deed and the accompanying promissory note expressly recorded the obligation of the donee to maintain the donor. Therefore, the Supreme Court did not dilute the requirement of an express condition.



7. The coordinate Bench also disagreed with the view taken in ***Mohamed Dayan v. District Collector***, which held that love and affection could be treated as an implied condition. It observed that love and affection may be the motive for executing a gift or settlement deed, but it cannot be treated as the statutory condition contemplated under Section 23(1). The Court further held that it is not permissible to rewrite the statutory provision by substituting the words used by the legislature with the concept of an implied condition.

8. The coordinate Bench also considered the later Division Bench decisions in ***S. Mala v. District Arbitrator & District Collector and Easwaramoorthy v. Paranthaman***, which accepted the theory of implied conditions. It held that those decisions were inconsistent with the earlier Division Bench judgments as well as the binding decisions of the Hon'ble Supreme Court. Relying on the principles governing judicial precedents, the coordinate Bench concluded that the earlier decisions and the judgments of the Supreme Court must prevail.

9. Applying the above principles to the facts before it, the coordinate Bench held that where the settlement deed contains no specific condition requiring the transferee to maintain the transferor, proceedings under Section 23(1) of the Act are not maintainable, and the settlement deed cannot be cancelled merely on the ground that the transferor was not cared for.

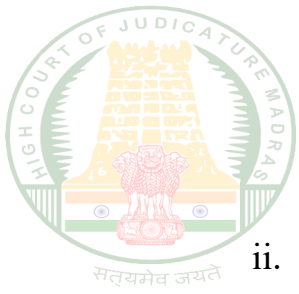


10. In the present case the petitioner had executed a settlement deed dated 02.11.2007 in favour of the 7th respondent and the settlement deed does not contain any clause obligating the 7th respondent to provide the physical needs and basic amenities to the petitioner.

11. Therefore, in the absence of any clause obligating the 7th respondent to provide for the petitioner's physical needs as a condition for execution of the settlement deed, the impugned order, insofar as it rejects the petitioner's claim for cancellation of the said settlement deed, does not warrant interference. However, considering that the petitioner is 90 years of age and has conveyed the property to the 7th respondent by way of a settlement deed, and is in need of financial support for his maintenance, he is entitled to receive a monthly maintenance amount of Rs.15,000/- (Rupees Fifteen Thousand only).

12. Accordingly, the writ petition is disposed of with the following directions;

- i. The impugned order passed by the 1st respondent is confirmed. However, the 7th respondent is hereby directed to pay a sum of Rs.15,000/- to the petitioner towards monthly maintenance including medical expenses, w.e.f. 01.09.2026.



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- ii. The 7th respondent shall pay the aforesaid maintenance amount, on or before the 5th day of every succeeding month, till the lifetime of the petitioner.
- iii. The 7th respondent is hereby further directed not to evict the petitioner forcibly in which he is residing.
- iv. Consequently, the connected Miscellaneous Petition is closed. No costs.

19-08-2026

Index: Yes/No

Neutral Citation: Yes/No

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HEMANT CHANDANGOUDAR, J.

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