

W.P.No.20746 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.08.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.No.20746 of 2024

A.Ramesh

Petitioner(s)

Vs.

1.The Collector,
Thirupattur District, Thirupatur.

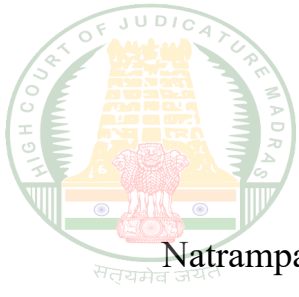
2.The Revenue Divisional Officer,
Thirupattur District, Thirupatur.

3.The Sub-Registrar,
Natrampalli, Thirupattur District

4.Tmt.Rukmani,

Respondent(s)

Prayer: This Writ Petition has been filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records relating to the order passed by the 1st respondent in Se.Mu.Na.Ka.No. 10/A1/2023 dated 14.09.2023 confirming the order of the 2nd respondent in Na.Ka.No.A3.1945/2019 dated 17.06.2022 quash the same and direct the respondents 1 to 3 to retain all the revenue records in respect of the property in Old S.No. 95/2, New No.95/56 to the extent of 538.2 Sq.ft situated at
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Natrampalli Village, Thirupatur District in the name of the petitioner as per the settlement deed in D.No. 2455/2018 dated 20.09.2018 executed in favour of the petitioner by the 4th respondent.

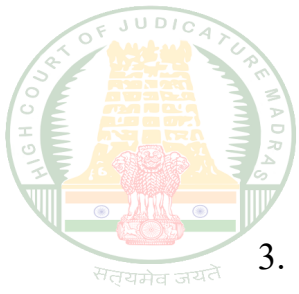
For Petitioner : Mr.V.Elangovan

For Respondents : Mr.S.Sriram for R1 to R3
Government Advocate
Mr.C.Venkatesan for R4

ORDER

The petitioner has filed this writ petition challenging the order dated 14.09.2023 passed by the first respondent, confirming the order dated 17.06.2022 passed by the second respondent. By the order of the second respondent, the settlement deed executed in favour of the petitioner by the fourth respondent was cancelled.

2. The petitioner is the son of the fourth respondent. The fourth respondent executed a settlement deed dated 20.09.2018 in favour of the petitioner, conveying an extent of 538.2 sq.ft. in Old Survey No.95/2, New Survey No.95/56, situated at Natrampalli Village, Tirupathur District.



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3. The fourth respondent, alleging that the petitioner was not providing for his physical needs and basic amenities, filed a petition under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The second respondent allowed the petition and cancelled the settlement deed executed in favour of the petitioner. The said order was confirmed by the first respondent by the impugned order. While passing the orders, reliance was placed on the decision of this Court in ***Mohamed Dayan v. District Collector***.

4. Heard the learned counsel appearing for both sides.

5. The settlement deed is in the vernacular language. Learned counsel for both parties have translated the same into English. On perusal of the settlement deed, it is seen that there is no clause requiring the petitioner to provide for the physical needs and basic amenities of the fourth respondent.

6. A Division Bench of this Court in ***R.Muniyammal v. District Collector/Appellate Tribunal***, relying upon the judgment 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 be implied even if it is not expressly stated in the settlement deed.



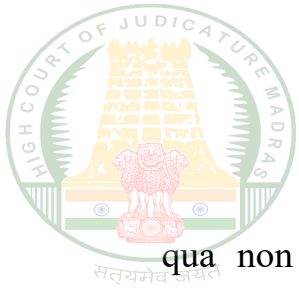
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7. However, a later coordinate Bench of this Court in ***Karuppan v. District Magistrate-cum-District Collector*** examined the issue in the light of the decisions of the Hon'ble Supreme Court in ***S. Vanitha v. Deputy Commissioner, Sudesh Chhikara v. Ramti Devi and Urmila Dixit v. Sunil Sharan Dixit***. The Court held that Section 23(1) requires an express condition in the settlement deed obligating the transferee to provide the transferor with basic amenities and physical needs. Such a condition cannot be presumed or implied.

8. The coordinate Bench further held that the decisions recognising an implied condition, including ***Mohamed Dayan, S. Mala v. District Arbitrator & District Collector and Easwaramoorthy v. Paranthaman***, were not consistent with the earlier binding precedents and the judgments of the Hon'ble Supreme Court. It therefore held that the earlier binding decisions and the law declared by the Hon'ble Supreme Court must prevail.

9. Therefore, in view of the language of Section 23 of the Act and the aforesaid authoritative pronouncement, the existence of such a clause is a sine



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qua non for cancellation of the settlement deed. In the present case, the

settlement deed does not contain any such clause. Therefore, it cannot be presumed that the settlement deed was executed subject to a condition requiring the petitioner to provide for the physical needs and basic amenities of the fourth respondent. Hence, the impugned order passed by the first respondent, confirming the order of the second respondent, is not legally sustainable.

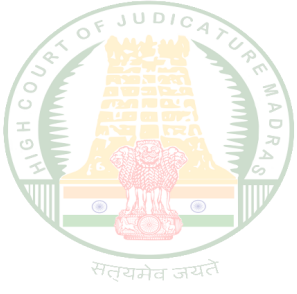
10. However, considering the fact that the fourth respondent has no source of income, the petitioner, being her son, is under a legal obligation to maintain his mother, namely, the fourth respondent.

11. Accordingly, the Writ Petition is allowed. The impugned order passed by the first respondent, confirming the order passed by the second respondent, is set aside. The petitioner is directed to pay monthly maintenance of Rs.10,000/- to the fourth respondent, with effect from 01.09.2026, during her lifetime. The monthly maintenance shall be paid on or before the 7th day of every succeeding month. There shall be no order as to costs.

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Index : Yes/No
Speaking order : Yes/No
dna

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To

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HEMANT CHANDANGOUDAR.J.,

dna

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