

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-07-2026

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THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP No. 31377 of 2025

and

WMP No.35118 of 2025

Augustine Vasanthraj Abraham

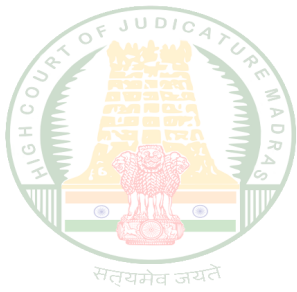
..Petitioner(s)

Vs

1. The District Collector
Chennai District, Collectorate Office,
Singaravelanmaligai, Rajaji Salai,
Fourth Floor, 62, Beach Road,
George Town, Chennai-600 001.
2. Revenue Divisional Officer
South Madras Division, Chennai-600 081.
3. The Sub Registrar
Office Of Sub- Registrar,
Neelankarai, Chennai-600 115.
4. District Social Welfare Officer
Office Of District Social Welfare,
Collector Office,
Singaravelan Maligai, Rajaji Salai,
Fourth Floor, 62, Beach Road,
George Town, Chennai-600 001.
5. Arulnath Amrith Rex Abraham

..Respondent(s)

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of certiorari calling for the records of the impugned order dated 22.07.2025 passed by the 2nd respondent in Se.Mu. No.A3/2242/2025 based on the complaint given by the 5th respondent, under chapter V and Rule 23(1) of Maintenance and welfare of Parents and Senior Citizens Act, 2007 and quash the same.



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For Petitioner(s):

Mr.AR.L.Sundaresan, Senior Counsel for
M/s.Chennai Law Associates

For Respondent(s):

Mr.M.Sivavarthanam,
Government Advocate for R1 to R4
Mr.J.S.Arun Kumar for R5

ORDER

The petitioner is before this Court challenging the order dated 22.07.2025 passed by the second respondent.

2. By the said order, the second respondent allowed a complaint filed under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 seeking cancellation of the settlement deeds dated 19.07.2017 executed by the fifth respondent in favour of the petitioner. Consequently, the settlement deeds came to be cancelled.

3. It is not in dispute that the fifth respondent had executed certain registered settlement deeds in favour of the petitioner, who is his son, conveying various immovable properties. It is also not in dispute that a school situated in one of the properties is not the subject matter of the settlement deeds. The fifth respondent filed the complaint under Section 23 of the Act alleging that he had executed the settlement deeds in the year 2017 under pressure and on the false promise made by the petitioner that he would take care of him. It was further



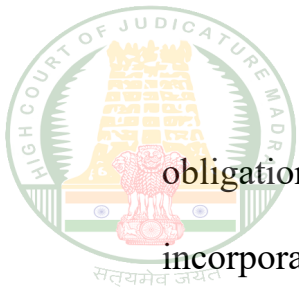
alleged that, despite such promise, the petitioner had failed to provide the physical needs and basic amenities of the fifth respondent and his wife.

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4. After issuing notice to the petitioner and affording him an opportunity of hearing, the second respondent passed the impugned order cancelling the settlement deeds on the ground that the petitioner had failed to provide the physical needs and basic amenities to the fifth respondent.

5. Learned Senior Counsel appearing for the petitioner submitted that the settlement deeds do not contain any clause requiring the petitioner to provide the physical needs and basic amenities to the fifth respondent. According to the learned Senior Counsel, the existence of such a condition is a sine qua non for invoking Section 23 of the Act and cancelling a settlement deed. In the absence of such a condition, the second respondent had no jurisdiction to cancel the settlement deeds under Section 23 of the Act. In support of this contention, reliance was placed on the Full Bench decision of this Court in Sasikala v. Revenue Divisional Officer and another (2022 SCC OnLine Mad 4343) and the decision of the coordinate Bench in Karuppan v. The District Magistrate-cum-District Collector (W.P. No.4540 of 2022, dated 19.06.2025).

6. Per contra, learned counsel appearing for the fifth respondent, placing reliance on the Division Bench judgment of this Court in R. Muniyammal v. The District Collector/Appellate Tribunal (W.A. No.935 of 2025, dated 28.04.2025), contended that, for the purpose of Section 23 of the Act, it is sufficient if the



obligation to maintain the transferor is implied and need not be expressly incorporated in the settlement deed. Since the fifth respondent had established that the petitioner had promised to take care of him but had failed to provide his physical needs and basic amenities, the cancellation of the settlement deeds by the second respondent was fully justified. Learned counsel also placed reliance on the Division Bench judgment of this Court in S. Mala v. District Arbitrator & District Collector (W.A. No.3582 of 2024, dated 06.03.2025). dated 06.03.2025).

7. I have considered the submissions made by the learned counsel appearing for the parties.

8. 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.



9. 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.

10. 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.

11. 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



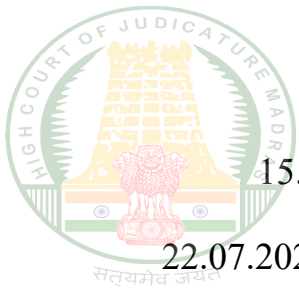
the legislature with the concept of an implied condition.

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12. 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.

13. 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.

14. In the present case, the settlement deeds executed by the fifth respondent in favour of the petitioner do not contain any specific clause requiring the petitioner to provide the physical needs and basic amenities of the fifth respondent. In view of the law laid down by the coordinate Bench in *Karuppan*, which is based on the binding decisions of the Hon'ble Supreme Court, the impugned order passed by the second respondent under Section 23 of the Act cannot be sustained and is liable to be quashed.



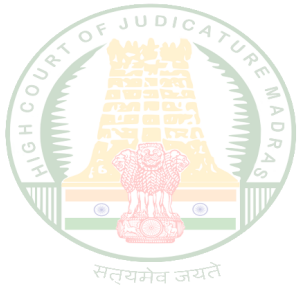
15. Accordingly, the writ petition is allowed. The impugned order dated 22.07.2025 passed by the second respondent is quashed. Consequently, the complaint filed by the fifth respondent under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 stands rejected. The connected miscellaneous petition is closed. There shall be no order as to costs.

08-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
ssk

To

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George Town, Chennai-600 001.
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HEMANT CHANDANGOUDAR, J.

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