IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2025

CORAM

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

AND

THE HONOURABLE MR. JUSTICE K.RAJASEKAR

W.A.No.3582 of 2024
and
C.M.P.Nos.27835 & 27838 of 2024

S.Mala ... Appellant

Vs.

1.District Arbitrator &
District Collector,
Nagapatinam District,
Nagapatinam.

2.Sub Divisional Arbitrator &
Revenue Divisional Officer,
Nagapatinam District,
Nagapatinam.

S.Nagalakshmi (Deceased)

3.Mrs.Sivanila

4.Mrs.K.Indira

5.Mrs.Vimala

6.Mrs.Jayabarathi ... Respondents

Prayer: Writ Appeal filed under Clause 15 of Letters Patent, pleased to set aside the order passed by the learned Judge in W.P.No.6163 of 2021 dated 13.06.2024 made in the writ petition and allow the writ petition and the above appeal.

For Appellant	: Mr.K.Subramanian For Mr.S.Punniyakotti
For R1 & R2	: Mrs.E.Ranganayaki Additional Government Pleader
For R3 to R6	: No Appearance

J U D G M E N T

[Judgment was delivered by **S.M.SUBRAMANIAM, J.**]

Table of Contents:

Under assail is the order dated 13.06.2024 passed in W.P.No.6163 of 2021.

2. This matter arises under the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 [hereinafter referred to as 'Senior Citizens Act'].

I. Brief Facts of the Case:

3. The third respondent/Smt.S.Nagalakshmi (deceased), died during the pendency of the writ petition was a senior citizen, who filed an application under the Senior Citizens Act to cancel the Settlement Deed executed by her in favour of her only son *viz.,* Mr.S.Kesavan, who is also deceased. The complaint filed by the third respondent / senior citizen was taken on file, and an inquiry was conducted by the Revenue Divisional Officer (RDO), Nagapattinam. The parties were examined and statements were recorded.

4. Before the Revenue Divisional Officer (RDO), the senior citizen has deposed that she was neglected by her only son and daughter-in-law. During the relevant point of time, the senior citizen was aged about 87 years and was suffering various ailments. Since daughter-in-law of the senior

citizen failed to take care of the her, the senior citizen filed an application to cancel the Settlement Deed executed in favour of her son.

5. The Revenue Divisional Officer recorded the statement of the senior citizen and afforded an opportunity to the daughter-in-law of the senior citizen. Though the daughter-in-law of the senior citizen sent letters to the Revenue Divisional Officer and filed documents, she had not appeared personally and given statement before the Revenue Divisional Officer. However, the documents filed by the daughter-in-law were taken on file and considered by the Revenue Divisional Officer while passing the final orders in proceedings dated 25.01.2021.

6. The findings of the Revenue Divisional Officer (RDO) reveals that the senior citizen, aged about 87 years, was neglected by her daughter-in-law, more specifically after the death of her son. Therefore, she deposed that she had settled the property hoping that she will be looked after by her son and daughter-in-law till her life time.

7. In the context of the above facts, it is pertinent to consider the Settlement Deed executed by the senior citizen and the oral evidence given before the Revenue Divisional Officer. In the Settlement Deed, the senior

citizen has stated that Mr.S.Kesavan is her only son and out of love and affection, and for his better future, she had settled her property in the name of her son, despite the fact that she has three daughters. The reason for settlement has been clearly stated in the document. It reveals that from and out of love and affection and in the interest of the future of her son, the senior citizen settled her property. The said statement was reiterated by the senior citizen before the Revenue Divisional Officer, who in turn recorded the same.

8. The deposition of the senior citizen before the Revenue Divisional Officer reveals that her son Mr.S.Kesavan and daughter-in-law forced her to execute settlement and promised that they will take care of the senior citizen till her lifetime. Based on trust, the senior citizen executed the Settlement Deed in favour of her son. The document expressly states that the settlement was executed out of love and affection and for the future of her son.

9. Thus, an inference is to be drawn that the senior citizen settled her property in favour of her son with a fond hope that her son and daughter-in-law will take care of her during her old age and till her life time.

II. Arguments on Behalf of the Appellant:

10. Mr.K.Subramanian, the learned Senior Counsel appearing on behalf of the appellant/petitioner would submit that the learned Single Judge has not considered the merits. The senior citizen has not incorporated any specific condition in the Settlement Deed, which is mandated under Section 23(1) of the Senior Citizens Act. When the provision expressly stipulates that the condition to maintain is to be mentioned in the Settlement Deed or Gift Deed, and it is to be strictly followed. In the absence of any such condition, the cancellation of Settlement or Gift Deed by the Revenue Divisional Officer is in violation of Section 23 (1) of the Senior Citizens Act.

11. In support of the said contention, the learned Senior Counsel relied on the following Judgments:

(i) In the case of ***Thottiyammal Vs. The Revenue Divisional Officer and Ors.,*** in W.P.(MD) No.19903 of 2019 dated 27.09.2019.

(ii) In the case of ***Subhashini Vs. District Collector and Ors.,*** reported in ***2020 SCC Online Ker 4080.***

(iii) In the case of ***Shrisht Dhawan Vs. Shaw Brothers*** reported in ***(1992) 1 SCC 534.***

(iv) In the case of ***Fatma Bibi Ahmed Patel Vs. State of Gujarat*** reported in ***(2008) 6 SCC 789.***

(v) In the case of ***Ramesh Chandra Sankla Vs.Vikram Cement and Ors.,*** reported in ***(2008) 14 SCC***

58.

(vi) In the case of ***Sudesh Chhikara Vs.Ramti Devi and Another*** reported in ***2022 SCC Online SC 1684.***

(vii) In the case of ***Urmila Dixit Vs. Sunil Sharan Dixit and others.,*** reported in ***2025 SCC Online SC 2.***

(viii) In the case of ***K.Rasheeda Begum Vs. The District Collector and Others*** in W.P.No.35700 of 2023 dated 26.02.2024.

(ix) In the case of ***R.G.Somashekar and another Vs.Asst. Commissioner and 4 ors.,*** in W.P.No.46129 of 2019 dated 08.09.2023.

(x) In the case of ***Manish Trivedi Vs. State of Rajasthan*** reported in ***(2014) 14 SCC 420.***

(xi) In the case of ***State of Maharashtra Vs. Laljit Rajshi Shah and Ors.,*** reported in ***(2000) 2 SCC 699.***

(xii) In the case of ***Pushpavalli Vs. Revenue Divisional Officer and Ors.,*** reported in ***(2023) SCC Online Mad 7496.***

(xiii) In the case of ***Sankarappan Vs. Appellate Authority*** reported in ***2023 SCC Online Mad 8097.***

(xiv) In the case of ***R.Sekkappan Vs. Kannappan*** reported in ***2023 SCC Online Mad 8096.***

(xv) In the case of ***Periyasamy Vs. Revenue Divisional Officer and Others*** reported in ***2024 SCC Online Mad 8154.***

(xvi) In the case of ***Sengoda Gounder Vs. District Collector*** reported in ***2024 SCC Online Mad 5854.***

(xvii) In the case of ***Muthu Manoharan Vs. J.***

Jayalalitha and 8 Ors., reported in ***1991 (2) LW 143.***

(xviii) In the case of ***R.Sekkappan Vs. S.Kannappan*** in ***W.A.(MD) No.809 of 2023*** dated ***12.06.2023*** before the Madurai Bench of the Madras High Court.

(xix) In the case of ***Sri.Nanjappa Vs. State of Karnataka,*** in W.A.No.573 of 2023 (GM-RES) dated 17.03.2023 before the High Court of Karnataka.

(xx) In the case of ***Jawaharlal Sazawal and ors vs. State of Jammu and Kashmir and Ors.,*** reported in ***(2002) 3 SCC 219.***

(xxi) In the case of ***State of Tripura Vs. Tripura Bar Association and Ors.,*** reported in ***(1998) 5 SCC 637.***

(xxii) In the case of ***Mahadeolal Kanodia Vs. Administrator - General of West Bengal*** reported in ***1960 SC Online SC 47.***

III. Arguments on Behalf of the Respondents 1 and 2:

12. Mrs.E.Ranganayaki, the learned Additional Government Pleader appearing on behalf of the Official respondents would oppose the contention by stating that the depositions and the evidences available on record were considered by the Revenue Divisional Officer and order was passed cancelling the Settlement Deed executed by the senior citizen in favour of her son. The allegation that the senior citizen was neglected by her son was proved before the Revenue Divisional Officer. Therefore, there is no infirmity.

13. With reference to the condition under Section 23(1) of the Senior Citizens Act, in the Settlement Deed itself the senior citizen has expressly mentioned that she executed the Settlement Deed out of love and affection and for the future of her son. In this context, the senior citizen had given a statement before the Revenue Divisional Officer that she was neglected by her daughter-in-law, more specifically after the death of her son.

14. That being so, the condition stipulated under Section 23 (1) of the Act is complied with, and thus, the order passed by the Revenue Divisional Officer is to be sustained.

IV. Legal Position:

15. The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (MWPSC Act, 2007) plays a crucial role in promoting the well-being and dignity of senior citizens in India. It provides a legal framework for ensuring financial security, health care access, and property protection for the elderly. By holding children and relatives accountable for the maintenance of their elderly family members, the act discourages neglect, abandonment, and abuse of senior citizens.

16. The Constitution of India also recognizes the need for State intervention in taking measures to create suitable framework for the protection of elderly persons. As per the **Article 41 under Directive Principles of State Policy**: "*the State shall, within the limits of its economic capacity and development, make effective provision for securing right to work, to education and to public assistance in case of unemployment,* ***old age, sickness and disablement,*** *and in other cases of undeserved want.*"

17. The Senior Citizens Act, 2007 is based on the vision of Article 41 of the Constitution. It was enacted by the Parliament to protect the rights and interests of senior citizens and enable them to lead a life with dignity and respect. It further aims to provide a comprehensive framework for ensuring the well-being of senior citizens in India.

(A) Legislative Intent of the Act:

18. The parliament enacted the Senior Citizens Act to **uphold the dignity and respect of a senior citizen at the time of old age**. State had serious concern about the challenges faced by the people in their old age. Apart from physical vulnerabilities, they face emotional and psychological challenges. On account of these frailties, they are totally dependent. The moral laws formulated through the legislation is necessary to rationalise the

well being of all in the society. The moral values that prevailed in the society in the past have been accepted as universal values. The State in its wisdom, considering the acceptance of these values, seeks to promote the common good through the Senior Citizens Act. These values carried duties and obligations.

19. Section 23 of the Senior Citizens Act, 2007 gives right to senior citizens to approach the Tribunal to declare any transfer of property, by way of gift or otherwise, after the commencement of the above Act, as void, in certain circumstances.

20. It stipulates that such transfer must be with the condition that;

(a) **transferee shall provide the basic amenities and basic physical needs to the transferor** and;

(b) such **transferee refuses or fails to provide such amenities and physical needs.**

21. Therefore, a deed can be declared as void on fulfilling the two conditions enumerated as above, declaring transfer as a fraud or coercion or under undue influence, as the case may be at the option of the transferor.

(B) Beneficial Construction and the Protection of Senior Citizens Act, 2007:

22. Justice Krishna Iyer, advised: “Recall the face of the poorest and the weakest man whom you may have seen, and ask yourself, if the step you contemplate is going to be of any use to him”.

23. The **preamble of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007** underscores the need for **effective provisions** to secure the **maintenance and welfare of parents and senior citizens**, as guaranteed under the **Constitution**. Being a **beneficial piece of legislation**, it is **necessary to interpret it liberally** to ensure that the **intent of the legislation** is fulfilled and the **rights and dignity** of senior citizens are effectively protected.

24. Section 23 is ordained to protect senior citizens and ensure their welfare, and must receive a liberal and beneficial reading. When two or more views are possible, then it is duty of the Court to interpret a provision, especially a beneficial legislation, liberally so as to give it wide meaning rather than a restrictive meaning.

25. The duty of the judge is to interpret a statute in a way that suppresses the mischief it seeks to prevent and promote the intended

remedy. If the usual meaning of the language does not fully capture the legislature's objective, a broader interpretation may be applied, provided the words can reasonably support such a meaning.

26. The Delhi High Court in ***Prafulla Samantra vs. Ministry of Environment & Forests***[1] held that *'A well-established rule of interpretation is that a beneficial statute be given a purposive construction, to further legislative intention, if literal interpretation thwarts'.*

27. In the case of ***Hindustan Level Ltd vs. Ashok Vishnu Kate***[2], the court held that during interpreting social welfare legislation, a construction should be placed on the relevant provisions which furthers the purpose for which such legislation was enacted.

28. In ***Urmila Dixit vs. Sunil Sharan Dixit and Others***[3]**,** the Supreme Court clarified that Section 23 of Senior Citizens is not a standalone provision, as Section 23 cannot be read in isolation as it directly reflects the statutory purpose of safeguarding senior citizens, thus demanding a purposive approach. The Court held, if a gift deed **does not explicitly mention maintenance**, it should be interpreted pragmatically to

1 159 (2009) DLT 604
2 (1995) SCC 1385
3 2025 SCC Online SC 2

prevent **neglect of the elderly.**

29. As the remedial nature of legislation expands, the importance of beneficial construction continues to grow. However, the primary duty of the Court is to safeguard the legislative intent while ensuring that the law serves its intended purpose. While liberal interpretation is essential to uphold the protective framework of welfare statutes, the Court must also maintain the separation of powers and refrain from rewriting or legislating the law beyond what the legislature intended. A balanced approach must be adopted that advances the remedy without distorting the statutory framework, ensuring that senior citizens receive the protection and dignity that the law envisions for them.

(C) Section 23(1) of the Senior Citizens Act, 2007:

30. Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 is designed to protect senior citizens in situations, where they transfer their property, either through a gift or settlement, with the expectation that the transferee will provide for their basic amenities and physical needs. If the transferee fails to meet these obligations, the senior citizen has the option to seek a declaration from the Tribunal to void the transfer.

31. The phrase **"subject to the condition that the transferee shall provide the basic amenities"** in the statute is **not meant to imply that such a condition must be explicitly stated in the Gift or Settlement Deed**. The interpretation of this provision is broader. It should be understood in the context of the second part of the provision, which states that the transfer may be deemed to have been made under fraud, coercion, or undue influence, if the transferee **fails to provide the agreed-upon care**. The condition to provide for the senior citizen's maintenance is implied, based on the relationship between the senior citizen and the transferee, typically one of familial love and affection.

32. In other words, the Act acknowledges that property transfers from senior citizens, especially to children or close relatives, are often motivated by love and affection. The senior citizen's decision to transfer property is not merely a legal act but one made with the hope of being cared for in their old age. This love and affection become an **implied condition** in the transaction, even if the transfer document itself does not explicitly state it. If the transferee does not provide the promised care, the senior citizen can invoke Section 23(1) to have the transfer annulled.

33. The law does not require an express condition in the document for maintenance. Instead, **it recognizes that love and affection serve as the consideration for the transfer and that this implicit condition is enough to invoke the provision in case of neglect.** The Tribunal, in such instances, is empowered to declare the deed null and void, based on the violation of this implied condition.

34. The Act's overarching goal is to **safeguard the security and dignity of senior citizens**. In cases where familial conduct fails to live up to expectations, and the senior citizen's welfare is not protected, **Section 23(1) ensures that the senior citizen can seek legal relief.**

35. Thus, Section 23(1) emphasizes the **protection of senior citizens from exploitation or neglect after they have transferred property in trust, often based on love and affection.** The law provides an important safeguard, recognizing that these transfers are typically made with an implicit understanding that the senior citizen will be cared for in their old age. If the transferee fails in this duty, the transfer can be annulled, ensuring that the senior citizen's dignity and security are upheld.

(D) Case Laws on Senior Citizens Act:

36. The Three Judges Bench of the Hon'ble Supreme Court of India in the case of ***S.Vanitha vs. Deputy Commissioner, Bengaluru Urban District and Others***[4]***,*** elaborately considered the legislative scheme, rights of residence, safeguarding against domestic violence etc. In Paragraph No.24 of the judgment, the Apex Court considered the distinction between sub-sections (1) and (2) of Section 23. The conditions stipulated expressly have been considered by the Court, but the scope of interpretation, the beneficial construction and the need for the protection needs to be extended impliedly under the Senior Citizens Act, have not been examined into by the Apex Court in ***S.Vanitha's case*** cited *supra*. Therefore, the expressed provision made under Section 23(1) of the Act is one aspect of the matter and the scope of certain implied benefits conferred under Section 23 to the Senior Citizens is another aspect of the matter, which is to be considered by this Court in the context of the facts of each case.

37. In the case of ***Sudesh Chhikara vs. Ramti Devi and Others***[5] in paragraph No.13, the Hon'ble Supreme Court made an observation as under;

4 2021 15 SCC 730
5 MANU/SC/1581/2022

".....

13. When a senior citizen parts with his or her property by executing a gift or a release or otherwise in favour of his or her near and dear ones, ***a condition of looking after the senior citizen is not necessarily attached to it. On the contrary, very often, such transfers are made out of love and affection without any expectation in return****. Therefore, when it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, existence of such conditions must be established before the Tribunal."*

38. The Hon'ble Supreme Court in the above case regarding the scope of Section 23(1) of the Act, made an observation that *"On the contrary, very often, such transfers are made out of love and affection without any expectation in return".* It would be sufficient to form an opinion that the Apex Court considered the implied conditions in the said case. However, the Apex Court further observed by stating that, if it is alleged that the conditions mentioned in sub-section (1) of Section 23 are attached to a transfer, the existence of such conditions must be established. Therefore, the Apex Court considered that, very often transfers are made out of love and affection, and in the event of any conditions expressly made in the

document, it must be established.

39. Importantly, in ***Urmila Dixit's*** case cited *supra*, the Hon'ble Supreme Court further clarified the scope of Senior Citizens Act in Paragraph Nos.23, 24 and 25, which reads as under,

> *".....*
>
> *23. The Appellant has submitted before us that such an undertaking stands grossly unfulfilled, and in her petition under Section 23, it has been averred that there is a breakdown of peaceful relations inter se the parties. In such a situation, the two conditions mentioned in Sudesh (supra) must be appropriately interpreted to further the beneficial nature of the legislation and not strictly which would render otiose the intent of the legislature. Therefore, the Single Judge of the High Court and the tribunals below had rightly held the Gift Deed to be cancelled since the conditions for the well-being of the senior citizens were not complied with. We are unable to agree with the view taken by the Division Bench, because it takes a strict view of a beneficial legislation.*
>
> *24. Before parting with the case at hand, we must clarify the observations made vide the impugned order qua the competency of the Tribunal to hand over possession of the property.*

In S. Vanitha (supra), this Court observed that Tribunals under the Act may order eviction if it is necessary and expedient to ensure the protection of the senior citizen. Therefore, it cannot be said that the Tribunals constituted under the Act, while exercising jurisdiction under Section 23, cannot order possession to be transferred. This would defeat the purpose and object of the Act, which is to provide speedy, simple and inexpensive remedies for the elderly.

25. Another observation of the High Court that must be clarified, is Section 23 being a standalone provision of the Act. In our considered view, the relief available to senior citizens under Section 23 is intrinsically linked with the statement of objects and reasons of the Act, that elderly citizens of our country, in some cases, are not being looked after. It is directly in furtherance of the objectives of the Act and empowers senior citizens to secure their rights promptly when they transfer a property subject to the condition of being maintained by the transferee."

40. The Apex Court in the above judgment has considered the case of ***S.Vanitha*** cited *supra*. The Hon'ble Supreme Court in the case of ***Urmila Dixit*** cited *supra* culled out the legal proposition that, even an implied condition i.e., love and affection for execution of gift or settlement

deed would be sufficient enough for nullifying the documents. The intent of the legislature has been considered by the Apex Court.

41. In the case of ***Mohamed Dayan vs. The District Collector, Tiruppur District and Others***[6]***,*** the Single Judge of this Court (SMSJ) considered the scope of the Senior Citizens Act and the judgment of the Kerala High Court was also taken into consideration. The relevant paragraphs are extracted herein under,

> *".....*
>
> *34. In the context of the adoption of the phrase "lead a normal life" Rule 20(2)(i) of the Maintenance of Senior Citizen Rules, enumerates that "it shall be the duty of the District Collector to ensure that life and property of senior citizens of the District are protected and they are able to live with security and dignity". Therefore, normal life includes security and dignity. Thus the normal life as indicated under Section 4(2) of the Act, is not mere life, but a life with security and dignity. In the context of Article 21 of the Constitution of India, life includes decent medical facility, food, shelter with dignity and security. All such combined necessities of human life is falling under the term "Normal Life" emboldened under Section 4(2) of the Senior Citizen Act. Therefore, simply providing food and*

6 MANU/TN/5114/2023

shelter would be insufficient. But life includes providing of decent medical facilities, food, shelter and other requirements with dignity in commensuration with the status of the family and taking into consideration of the living style of the senior citizen throughout.

.....

.....

38. The Kerala High Court observed in the case of Radhamani and Others (cited supra), Section 23(1) of the Senior Citizen Act, cannot be interpreted to the disadvantage of the senior citizen. Section 23(1) of the Act contemplates that "Where any senior citizen who, after the commencement of this Act, has by way of gift or otherwise, his property, subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to have been made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal". The phrase " subject to the condition that the transferee shall provide the basic amenities" does not mean that the Gift or Settlement Deed should contain any such condition expressly. "Subject to the condition"

as employed in Section 23(1), is to be holistically understood with reference to the subsequent phrase i.e., "deemed to have been made by fraud or coercion or undue influence". Both the phrases would amplify that the deeming clause should be considered so as to form an opinion that the phrase "subject to condition" amounts to an implied condition to maintain the senior citizen and any violation would be sufficient for the purpose of invoking Section 23(1) of the Act, to cancel the Gift or Settlement Deed executed by the senior citizen.

.....

.....

41. The entire purpose and object of the Senior Citizens Act, is to consider the human conduct towards them. When the human conduct is indifferent towards senior citizen and their security and dignity are not protected, then the provisions of the Act, is to be pressed into service to safeguard the security and dignity of senior citizen. Therefore, the purposive interpretation of the provisions are of paramount importance and Section 23 of the Act, cannot be mis-utilised for the purpose of rejecting the complaint filed by the senior citizen on the ground that there is no express condition for maintaining the senior citizen. Even in the absence of any express condition in the document, "Love and Affection"

being the consideration for execution of Gift or Settlement Deed, such love and affection becomes a deeming consideration and any violation is a ground to invoke Section 23(1) of the Act. Thus there is no infirmity in respect of the order passed by the second respondent in the present case."

42. In the case of ***Radhamani and Others vs. State of Kerala***[7]***,*** the learned Single Judge of the Kerala High Court considered Section 122 of Transfer of Property Act, 1882. In paragraph No.11 of the judgment, it is observed that, *"Section 23 of the Senior Citizens Act, 2007 does not contemplate that the condition should form part as recital in the deed of transfer. It only refers that there should be a condition for such transfer.* ***This condition can be either express or implied.*** *If there is no express recital in the deed, the Tribunal has to look around circumstances to find out whether conduct otherwise dispel the intention of donor to revoke. The consideration for executing a gift deed or settlement deed is based on human conduct, caring and conscientious. Transfer admittedly is out of love and affection. Any donor in a gift deed would expect in a natural course of human conduct that donee continues to behave in same manner as behaved before execution of the deed. The love and affection influenced for*

7 2015 SCC OnLine Ker 33530

execution of the deed certainly must be enduring and without any barrier." It is further stated that,

> *".....*
>
> *11. It is to be noted that the special scheme in terms of Senior Citizens Act, 2007 could declare certain transfer as void, taking note of the fact that by taking advantage of the emotionally dependent senior citizens, relatives grab the property on the pretext of providing emotional support. Therefore, legislature thought such transaction could be declared as void as the conduct leading to transaction was based on malice or fraud. Therefore, condition referred in Section 23 has to be understood based on the conduct of the transferee and not with reference to the specific stipulation in the deed of transfer. Thus, this Court is of the view that it is not necessary that there should be a specific recital or stipulation as a condition in the transfer of deed itself. This condition mentioned in Section 23 is only referable as a conduct of the transferee, prior to and after execution of the deed of transfer. Thus, challenge based on the ground that there is no reference in the recital of deed that transferee will provide basic amenities and physical needs to the transferor is of no consequence."*

43. In the case of ***Subhashini vs. District Collector and Others***[8]***,*** the legal proposition laid down by the learned Single Judge in the ***Radhamni's case*** cited *supra* has been approved by the Division Bench of the Kerala High Court.

44. In the case of ***Palanimuthu vs. The Principal Officer, Maintenance Tribunal/Revenue Divisional Officer, Namakkal and Others***[9]***,*** the learned Single Judge of this Court (SMSJ), considered the very same issues.

45. The Hon'ble Supreme Court of India in the recent case of ***Urmila Dixit*** cited *supra* interpreted Section 23(1) of the Act to hold that express condition in the deed may not be required and non-maintenance of a senior citizen *per se* would result in invoking the implied condition for which such gift or settlement deed has been executed by the senior citizen out of love and affection, which is relatable to human conduct. Thus, all other judgments of the High Courts running counter to the principles laid down by the Hon'ble Supreme Court in ***Urmila Dixit's*** case denuded to lose its status as precedent.

8 2020 SCC Online Ker 4080
9 MANU/TN/2011/2024

V. Discussions:

46. The facts established in the present case before the Revenue Divisional Officer under the Senior Citizens Act reveal that the senior citizen, during the relevant point of time was 87 years old and she was totally neglected by her daughter-in-law. The settlement deed executed by the senior citizen expressly indicates that out of love and affection, and taking note of future interest of her son. The very expression under the Settlement Deed could indicate that the senior citizen expected that she will be taken care of by her son and her daughter-in-law till her life time. Such an expression in the settlement deed would be sufficient to satisfy the condition stipulated under Section 23(1) of the Senior Citizens Act. The judgments analysed in the aforementioned paragraphs amplify the legislative intention of the Parliament, indicating that an implied condition is sufficient, and factual inferences can be drawn based on the nature of the Settlement or Gift Deed executed. The circumstances under which the property was transferred are also to be taken into consideration. Thus, the implied condition would be sufficient for compliance with the condition stipulated under Section 23(1) of the Senior Citizens Act, empowering the competent authority to annul the Settlement or Gift Deed in such circumstances.

47. The legal position, as narrated in the aforementioned

paragraphs, in the context of the principles laid down by the Hon'ble Supreme Court of India and High Courts, makes it clear that the conditions under Section 23(1) of the Senior Citizens Act need not be explicit, but might be implied. The love and affection being the consideration, which can be traced out in the Settlement Deed, would be sufficient to hold that such love and affection is an implied condition that the senior citizen will be taken care of by the beneficiary of the Settlement Deed or gift deed. In the event of neglecting the senior citizen, the deed of settlement or gift is liable to be annulled.

48. In the present case, the senior citizen, both in her complaint and before the Revenue Divisional Officer, categorically deposed that she was completely neglected by her son during his lifetime and by her daughter-in-law. The senior citizen has three daughters, but she executed the settlement deed in favour of her only son, denying equal property rights to her daughters. Therefore, it would be a natural expectation that her son and daughter-in-law would take care of her till her life time. Such a condition being implied under Section 23(1) of the Senior Citizens Act, the decision of the competent authority annulling the Settlement Deed is in consonance with the spirit and objectives of the Senior Citizens Act.

VI. Conclusion:

49. In view of the discussions made, this Court has arrived at an irresistible conclusion that the appellant has not made out any acceptable ground for the purpose of assailing the writ order impugned. Consequently, the order dated 13.06.2024 passed in W.P.No.6163 of 2021 stands confirmed and thus, the Writ Appeal is dismissed. Connected Miscellaneous Petitions are closed. There shall be no order as to costs.

[S.M.S., J.] [K.R.S., J.]
06.03.2025

Index : Yes
Speaking order
Neutral Citation : Yes

veda/Jeni

To

1.The District Arbitrator &
District Collector,
Nagapatinam District,
Nagapatinam.

2.The Sub Divisional Arbitrator &
Revenue Divisional Officer,
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S.M.SUBRAMANIAM, J.
and
K.RAJASEKAR, J.

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W.A.No.3582 of 2024

06.03.2025