

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21-09-2026

CORAM

THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

WP No. 46726 of 2025

CNR: {HCMA012933032025}

and

WMP Nos.52137 and 52138 of 2025



Case QR

Dr.A.Panner

..Petitioner(s)

Vs

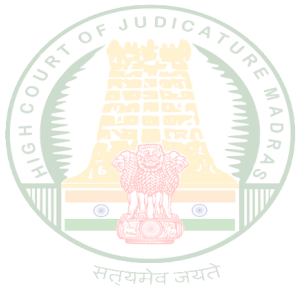
1. The District Collector,
Singaravelan Maligai,
No. 62, Rajaji Salai,
Chennnai Collectorate,
Chennai - 600 001.
2. The Revenue Divisional Officer/
Sub Divisional Magistrate,
(Maintenance and Welfare of Parents and
Senior Citizens Tribunal),
South Chennai Division, Guindy,
Chennai -600 032.
3. Dr.P.Venkat

..Respondent(s)

Writ Petition filed under Article 226 of the Constitution of India seeking a writ of certiorarified mandamus calling for the records of the impugned order passed by the 1st respondent in his proceedings Se.Mu.Na.Ka.No.1645/A1/2025 dated 25.11.2025 and quash the same and consequently direct the 1st respondent to cancel the instruments mentioned in the Appeal dated 24.10.2025.

For Petitioner(s):

Ms.S.Elakiya for
M/s.D.R.LAW CHAMBERS



WEB COPY



For Respondent(s):

Mr.C.Prabakaran, Spl.G.P. for R1 and R2

Mr.R.Sankaranarayanan,
Senior Advocate for
Mr.S.Prem Auxilian for R3

ORDER

The petitioner has approached this Court challenging the order dated 25.11.2025 passed by the first respondent, confirming the order of the second respondent. The second respondent had rejected the petition filed by the petitioner under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking cancellation of the Settlement Deed and Family Arrangement executed in favour of the third respondent.

2. The petitioner, an octogenarian, is the father of the third respondent. He states that, out of love and affection, he executed the Settlement Deed and Family Arrangement in favour of the third respondent, conveying the properties mentioned therein. According to the petitioner, the transfer was made on the understanding that the third respondent would provide him with basic amenities and meet his physical needs.

3. Alleging that the third respondent failed to provide the required care, basic amenities and physical needs, the petitioner filed a petition under Section 23(1) of the Act before the second respondent seeking cancellation of the settlement. The second respondent dismissed the petition. The petitioner



thereafter preferred an appeal under Section 16(1) of the Act before the first respondent. The first respondent dismissed the appeal and confirmed the order of the second respondent. Challenging the said orders, the present writ petition has been filed.

4. Learned counsel for the petitioner submitted that, though the Settlement Deed/Family Arrangement does not contain a specific clause obligating the third respondent to provide basic amenities and meet the physical needs of the petitioner, such an obligation is implicit in the transaction. According to him, the settlement was executed on the understanding that the third respondent would take care of the petitioner and provide him with basic amenities and physical needs. It is therefore contended that respondents 1 and 2 failed to consider the substance of the transaction and, consequently, passed an erroneous order.

5. Learned counsel relied upon the decision of the Hon'ble Supreme Court in *Urmila Dixit v. Sunil Sharan Dixit and Others*, (2025) 2 SCC 787, and the decision of a Division Bench of this Court in *S. Mala v. District Arbitrator & District Collector, W.P.No.3582 of 2024, dated 06.03.2025*.

6. Per contra, the learned Senior Counsel appearing for the third respondent submitted that, in the absence of a specific clause in the Settlement Deed/Family Arrangement obligating the third respondent to provide basic



amenities and meet the physical needs of the petitioner, the essential requirement for invoking Section 23 of the Act is not satisfied. Therefore, according to him, the orders passed by respondents 1 and 2 do not warrant interference. He placed reliance on the decision of this Court in ***S. Sundar Rajan v. The District Magistrate-cum-District Collector and Others, W.P.No.32907 of 2025, dated 20.07.2026.***

7. This Court has carefully considered the submissions made by the learned counsel appearing for both sides and perused the materials placed on record.

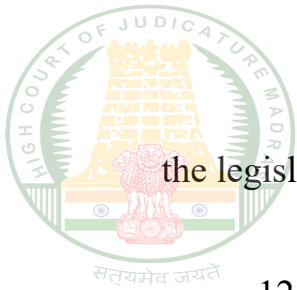
8. A Division Bench of this Court, in ***R. Muniyammal v. The District Collector/Appellate Tribunal and others (W.A. No.935 of 2025, dated 28.04.2025)***, relying on the decision of the Hon'ble Supreme Court in ***Sudesh Chhikara v. Ramti Devi (2022 SCC OnLine SC 1684)***, held that, for satisfying the 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***, 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.

WEB COPY

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. A Full Bench of this Court in *Sasikala v. Revenue Divisional Officer, 2022 SCC OnLine Mad 4343*, held that, in the absence of a specific condition in the transfer document requiring the transferee to provide basic amenities and meet the basic physical needs of the transferor, the power under Section 23 of the Tamil Nadu Maintenance and Welfare of Parents and Senior Citizens Act, 2007 cannot be invoked to cancel the transfer. The said decision of the Full Bench was not



considered by the Division Bench in *S. Mala's case*.

WEB COPY

15. In the present case, it is not disputed that the Settlement Deed/Family Arrangement does not contain any specific condition requiring the third respondent to provide basic amenities and meet the physical needs of the petitioner. In the absence of such a condition, which is necessary for invoking Section 23(1) of the Act, the order passed by the first respondent confirming the order of the second respondent does not suffer from any illegality or infirmity warranting interference by this Court.

16. Further, the second respondent, in the order under challenge, has recorded that the petitioner is being maintained by his daughter. The third respondent has also, in his written statement, expressed his love, affection and respect towards his father and acknowledged his duty to maintain him. He has stated that he is ready to maintain his father if he chooses to come and stay with him. The second respondent has also noted that, although the petitioner alleged that his son had failed to maintain him, he did not seek any relief towards maintenance from his son and instead sought only cancellation of the Settlement Deed and other documents. In these circumstances, the petitioner has also failed to make out a prima facie case that the third respondent has failed to provide him with basic amenities and meet his physical needs.



17. In view of the above, the writ petition is dismissed. The connected miscellaneous petitions are also dismissed. There shall be no order as to costs.

WEB COPY

21-09-2026

Index: Yes/No

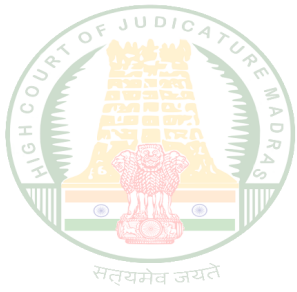
Speaking/Non-speaking order

Neutral Citation: Yes/No

ssk

To

1. The District Collector,
Singaravelan Maligai,
No. 62, Rajaji Salai,
Chennnai Collectorate, Chennai - 600 001.
2. The Revenue Divisional Officer/
Sub Divisional Magistrate,
(Maintenance and Welfare of Parents and
Senior Citizens Tribunal),
South Chennai Division, Guindy,
Chennai -600 032.



WEB COPY



HEMANT CHANDANGOUDAR, J.

ssk

WP No. 46726 of 2025

21-09-2026