



HC-KAR

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO.13313 OF 2025 (GM-RES)**BETWEEN:**

SRI. VENKATAIAH,
S/O THIMMAIAH
AGED ABOUT 84 YEARS,
R/AT DODDAGOLLAHALLI MAJARE,
BHOVI PALYA VILLAGE,
KANAKUPPE POST, HEBBURU HOBLI
TUMAKURU TALUK.

... PETITIONER

(BY SRI. NARASIMHARAJU., ADVOCATE)

AND

1. THE STATE OF KARNATAKA,
REP. BY ITS PRINCIPAL SECRETARY
TO THE REVENUE DEPARTMENT,
VIDHANA SOUDHA,
DR. AMBEDKAR VEEDHI,
BENGALURU - 560 001.
2. THE DEPUTY COMMISSIONER AND
THE PRESIDENT, MAINTENANCE TRIBUNAL,
TUMAKURU - 572 101.
3. THE ASSISTANT COMMISSIONER,
THE PRESIDENT, MAINTENANCE TRIBUNAL,
TUMAKURU SUB-DIVISION,
TUMAKURU - 572 101.
4. THE TAHSILDAR
TUMAKURU TALUK,
TUMAKURU-572102





HC-KAR

NC: 2026:KHC:6283
WP No. 13313 of 2025

5. SMT. PUTTAMMA
D/O VENKATAIAH
W/O KEMPAIAH,
AGED ABOUT 52 YEARS,
R/AT DODDAGOLLAHALLI MAJARE,
BHOVI PALYA VILLAGE,
KANAKUPPE POST, HEBBURU HOBLI,
TUMAKURU TALUK – 572 175.
6. SRI. NARASEGOWDA
S/O LATE GOVINDAPPA
AGE - MAJOR,
R/AT DODDAGOLLAHALLI MAJARE,
BHOVI PALYA VILLAGE,
KANAKUPPE POST,
HEBBURU HOBLI,
TUMAKURU TALUK – 572 175.

.... RESPONDENTS

(BY SMT. SARITHA KULKARNI., AGA R1 RO R4;
SRI. D. NAGARJAA REDDY., ADVOCATE FOR R5;
NOTICE TO R6 IS HELD SUFFICIENT)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI OR ANY OTHER WRIT FOR QUASH/SET ASIDE AS PER ANNEXURE-A PASSED BY THE 2ND RESPONDENT DATED 22.10.2024 IN CASE NO.M.A.G(1)/02/2024 AND ETC.

THIS WRIT PETITION COMING ON FOR ORDERS AND HAVING BEEN RESERVED FOR ORDERS ON 17.12.2025, THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

CAV ORDER

1. Petitioner is before the Court seeking for the following reliefs:
 - a. *Issue WRIT OF CERTIORARI or any writ for quash /set aside as per ANNEXURE-"A" passed by the 2nd*



respondent dated 22-10-2024 in case No.M.A.G(1)/02/2024;

- b. Quash the impugned order passed by 3rd respondent dated 19-12-2023 in case No.PA.PO.SAM and SENIOR NA.RA.KA.SAM:32/23-24 in so far as the Petitioner is concerned by allowing this writ petition as per ANNEXURE-B.*
- c. Issue WRIT OF MANDAMUS directing the 4th Respondent to effect the mutation in the name of the Petitioner in respect of the schedule property;*
- d. Grant such other relief as this Hon'ble Court deems fit to grant under the circumstance of the case in the interest of justice and equity.*

2. The Petitioner, a senior citizen, had initiated proceedings under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as "the Act of 2007"), seeking annulment of a gift deed. The said application came to be dismissed by Respondent No.3 – the Assistant Commissioner, by order dated 19.12.2023. An appeal preferred thereagainst before Respondent No.2 – the Deputy Commissioner was also dismissed by order dated 22.10.2024. Aggrieved by the concurrent orders of the authorities below, the Petitioner is before this Court.



3. The Petitioner is the father of Respondent No.5 and the grandfather of Respondent No.6. He is the absolute owner of land bearing Survey No.105, measuring 2 acres 35 guntas, with 6 guntas of karab, situated at Doddagollahalli Village, Hebburu Hobli, Tumakuru Taluk. The Petitioner has four children, namely, Shivamma, Puttamma, Thimmaiah and Venkatesh.
4. It is the specific case of the Petitioner that his daughters Shivamma and Puttamma assured him that they would take care of his maintenance, well-being, and daily needs during his old age and, on the basis of such assurance, had fraudulently procured a gift deed dated 19.04.2023, registered before the jurisdictional Sub-Registrar. Consequent upon registration of the said gift deed, the names of the said daughters were mutated in the revenue records.
5. It is further asserted that soon thereafter, the daughters neglected the Petitioner and failed to



- provide him with food, shelter, and other basic necessities. It is in this background that the Petitioner filed an application under Section 23(1) of the Act of 2007, seeking annulment of the gift deed dated 19.04.2023.
6. During the pendency of the proceedings before the Assistant Commissioner, one of the daughters, Shivamma, expired. She was survived by her son, Respondent No.6, who was brought on record as her legal representative.
 7. The other daughter, Respondent No.5 – Puttamma, entered appearance before the Assistant Commissioner and categorically stated that she had no objection to the application being allowed. However, Respondent No.6 filed objections contending that the Petitioner was possessed of several ancestral properties and that the application under Section 23(1) of the Act of 2007 was motivated by ill will and mala fides.



8. The Assistant Commissioner rejected the application primarily on the ground that the gift deed did not contain an express clause obligating the donees to maintain the Petitioner. The appeal preferred by the Petitioner before the Deputy Commissioner also came to be dismissed, affirming the reasoning of the Assistant Commissioner.
9. Sri Narasimha Raju, learned counsel for the Petitioner, submits that the Petitioner is an illiterate senior citizen and that the gift deed was drafted at the instance of his daughters, with the Petitioner merely affixing his thumb impression. It is contended that the Petitioner was unaware of the contents of the gift deed and that the assurance to maintain him, though forming the very basis of the transfer, was deliberately omitted while drafting the document.
10. Learned counsel would further submit that Respondent No.5, one of the donees under the gift deed, has unequivocally admitted the Petitioner's



case by filing a memo dated 03.10.2023, expressing no objection to the application being allowed. Once a donee herself admits the circumstances pleaded by the Petitioner, Respondent No.6, being only the son of the deceased donee, cannot be permitted to raise objections contrary thereto. It is urged that both the Assistant Commissioner and the Deputy Commissioner failed to appreciate these material aspects and have adopted a hyper-technical approach, defeating the beneficial object of the Act of 2007.

11. Sri D. Nagaraj Reddy, learned counsel appearing for Respondent No.5, supports the submissions of the Petitioner and submits that the writ petition deserves to be allowed.
12. Respondent No.6, though served, has chosen to remain unrepresented.
13. Heard Sri Narasimharaju, learned counsel for the Petitioner; Smt. Sarita Kulkarni, learned Additional



Government Advocate for Respondents Nos.1 to 4;
and Sri D. Nagaraj Reddy, learned counsel for
Respondent No.5, Persued records.

14. The points that would arise for determination are:

- 1. Whether the Petitioner, being a senior citizen, has made out a case for invoking Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking annulment of the gift deed dated 19.04.2023?**
- 2. Whether an express recital in the gift deed obligating the donees to maintain the senior citizen is mandatory for invoking Section 23(1) of the Act of 2007, or whether such obligation can be inferred from the surrounding circumstances and conduct of the parties?**
- 3. Whether the Assistant Commissioner and, subsequently, the Deputy Commissioner**



HC-KAR

were justified in rejecting the Petitioner's application solely on the ground that the gift deed does not contain an explicit clause regarding maintenance of the Petitioner?

- 4. Whether the admission made by Respondent No.5, one of the donees under the gift deed, by filing a memo expressing no objection to annulment, has any legal bearing on the validity of the objections raised by Respondent No.6, who claims through the deceased donee?**
- 5. Whether Respondent No.6, being the legal representative of a deceased donee, can independently resist annulment of the gift deed when the surviving donee has admitted the foundational facts pleaded by the Petitioner?**



6. Whether the findings recorded by the Assistant Commissioner and affirmed by the Deputy Commissioner suffer from perversity, non-consideration of material evidence, or misapplication of the beneficial provisions of the Act of 2007?

7. What order?

15. I answer the above points as follows:

16. Section 23 of Act of 2007 is reproduced hereunder for easy reference:

23. Transfer of property to be void in certain circumstances.

(1) Where any senior citizen who, after the commencement of this Act, has transferred 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.

(2) Where any senior citizen has a right to receive maintenance out of an estate and such estate or part thereof is transferred, the right to receive maintenance may be enforced against the transferee if the transferee has notice of the right, or if the transfer is gratuitous; but not against the transferee for consideration and without notice of right.



(3) If, any senior citizen is incapable of enforcing the rights under sub-sections (1) and (2), action may be taken on his behalf by any of the organisation referred to in Explanation to sub-section (1) of section 5.

17. **Answer to Point No.1: Whether the Petitioner, being a senior citizen, has made out a case for invoking Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking annulment of the gift deed dated 19.04.2023?**

17.1. The Petitioner is admittedly a senior citizen within the meaning of Section 2(h) of the Act. The ownership of the property bearing Survey No.105, Doddagollahalli Village, Hebburu Hobli, Tumakuru Taluk, originally vested exclusively in the Petitioner and is not in dispute.

17.2. The execution of the registered gift deed dated 19.04.2023 in favour of the Petitioner's daughters is also undisputed. The controversy centres around the circumstances under which the transfer was made and the subsequent conduct of the donees.



17.3. The Petitioner has consistently pleaded that the transfer was made on the assurance that his daughters would take care of his food, shelter, medical needs, and day-to-day well-being during his old age. The pleadings further disclose that soon after execution of the gift deed, the Petitioner was neglected and deprived of basic necessities, leaving him with no option but to invoke Section 23.

17.4. Section 23, would be attracted where a senior citizen parts with property in expectation of care, and such expectation is defeated by neglect or refusal. Once neglect after transfer is pleaded and prima facie established, the jurisdiction under Section 23 is clearly attracted, and the authorities are required to examine the matter from a welfare-centric perspective.



17.5. In the present case, the Petitioner's age, illiteracy, rural background, the relationship between the parties, and the admitted subsequent neglect cumulatively establish that the transfer was intrinsically linked to the expectation of maintenance.

17.6. I am therefore of the considered opinion that the Petitioner has made out a clear, legally sustainable, and statutorily cognisable case for invoking Section 23(1) of the Act.

17.7. I Answer Point No.1 by holding that the Petitioner, being a senior citizen, has made out a case for invoking Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, seeking annulment of the gift deed dated 19.04.2023.

18. **Answer to Point No.2: Whether an express recital in the gift deed obligating the donees to maintain the senior citizen is mandatory for invoking Section 23(1) of the Act of 2007, or**



whether such obligation can be inferred from the surrounding circumstances and conduct of the parties?

18.1.The reasoning adopted by the Assistant Commissioner and subsequently affirmed by the Deputy Commissioner, that the absence of an express clause in the gift deed disentitles the Petitioner from invoking Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, is legally flawed and proceeds on a fundamental misconception of the statutory scheme.

18.2.Section 23(1) does not mandate that the condition of maintenance must be expressly incorporated in the instrument of transfer. The legislative emphasis is not on the form of the condition, but on the substance of the transaction, the circumstances under which the transfer was effected, and the subsequent conduct of the transferee.



18.3.I have considered this issue in my Judgment dated **29.07.2024 in WP No. 202832 of 2019 Shobha Vs Anil Kumar**, and I have come to a conclusion that in view of para 14 of the decision of the Hon'ble Apex Court in **Sudesh Chikkara -vs- Ramti Devi and another¹**, an allegation made in an application filed before the Assistant Commissioner that there was a oral understanding for the senior citizen to be taken care of, would be sufficient requirement for compliance with subsection (1) of Section 23.

18.4.In the present case, there is a clear and categorical averment by the Petitioner that the gift deed was got prepared and drafted by his daughters; that the Petitioner was unaware of the contents thereof; and that he executed the gift deed solely on the express promise held out

¹ Civil Appeal No.174/2021



by the daughters that they would take care of his well-being. It is not in dispute that the Petitioner is illiterate, does not know to read or write, and has affixed only his thumb impression to the document.

18.5. When a document is admittedly prepared and drafted by the donees, and the donor is an illiterate senior citizen, it would be wholly unrealistic and legally untenable to expect the donor to verify whether the deed contains a clause safeguarding his right to maintenance. This factual position stands further fortified by the unequivocal admission of Respondent No.5, one of the donees, who has categorically stated that she has no objection for the petition to be allowed, thereby admitting that the gift deed was drafted by the daughters and not by the father.



18.6. In such circumstances, the omission of a maintenance clause in the gift deed cannot be treated as an informed, conscious, or voluntary waiver by the Petitioner. On the contrary, when a document is prepared exclusively by the donees, any omission that operates to the detriment of the donor necessarily calls for heightened judicial scrutiny, particularly in proceedings under a welfare statute.

18.7. The defence urged before the Assistant Commissioner and the Deputy Commissioner that the Petitioner owns other properties is wholly irrelevant for the purposes of Section 23. The existence of other properties does not dilute or extinguish the statutory duty of children to take care of the well-being of their parent. The Act does not predicate the obligation of maintenance on the indigence of



the senior citizen, but on the failure of the transferee to honour the assurance of care.

18.8. The gift in the present case was executed by the Petitioner with the legitimate hope and expectation that his daughters would look after him in his old age. Once that expectation stands defeated by neglect, the donees cannot be permitted to continue to derive benefit under the gift, more so when the document itself was drafted by them and the donor is illiterate.

18.9. I am therefore of the considered opinion that the condition of maintenance under Section 23 is implicit when a senior citizen or parent transfers his self-acquired property particularly by way of gift or relinquishment, without consideration in favour of his son or daughter. The law must account for the social reality that senior citizens act on trust, familial assurances,



and moral expectations rather than on legal formalities.

18.10. In our society, aged parents rarely insist upon written stipulations while transferring property to their children. Such transfers are ordinarily founded on social norms and moral obligations, which the Act of 2007 seeks to protect and enforce through statutory intervention.

18.11. The trusting nature of senior citizens, especially in rural Karnataka, coupled with emotional and financial dependence on their children, is a social reality expressly recognised by the Act. To insist upon an express recital of maintenance in every such gift deed would defeat the protective object of the statute and render Section 23 nugatory.

18.12. I am therefore of the considered view that the obligation to maintain a senior citizen can validly be inferred from the surrounding



circumstances, the relationship between the parties, and their subsequent conduct, and that an express recital in the deed of transfer is not mandatory for invoking Section 23(1) of the Act of 2007.

18.13. For the purposes of Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, the absence of an express recital in a gift deed obligating the transferee to maintain the senior citizen does not disentitle the transferor from seeking annulment of the transfer. The statute does not mandate a written condition of maintenance; what is material is whether, on the basis of pleadings, surrounding circumstances, relationship of the parties, and subsequent conduct, it can be inferred that the transfer was made on the assurance, express or implied, of care and maintenance. Where a gift deed is drafted by



the donees and executed by an illiterate senior citizen on trust and familial assurances, an allegation of an oral understanding to provide care is sufficient compliance with Section 23(1), and insistence on an express contractual clause would defeat the protective object of the Act.

18.14. Accordingly, I answer Point No.2 by holding that an express recital in the gift deed obligating the donees to maintain the senior citizen is not mandatory for invoking Section 23(1) of the Act of 2007, and that such obligation can be inferred from the surrounding circumstances and conduct of the parties.

19. Answer to Point No.3: Whether the Assistant Commissioner and, subsequently, the Deputy Commissioner were justified in rejecting the Petitioner's application solely on the ground that the gift deed does not contain an explicit



**clause regarding maintenance of the
Petitioner?**

19.1. The rejection of the Petitioner's application by the Assistant Commissioner, and its affirmation by the Deputy Commissioner, is founded almost entirely on the absence of an express maintenance clause in the gift deed.

19.2. Such an approach ignores material facts pleaded and established on record, particularly:

19.2.1. That the gift deed was drafted by the donees,

19.2.2. That the Petitioner had no meaningful role in its preparation,

19.2.3. That he is illiterate and dependent, and

19.2.4. That one of the donees has admitted the Petitioner's case

19.3. The authorities have failed to examine who controlled the drafting process and whether the donor had any real agency or understanding of



the contents. This omission is particularly grave in proceedings under a welfare statute, where vulnerability of the applicant is a central consideration. The authorities under the Act must not adopt a hyper-technical approach that reduces the statute to a dead letter. Failure to consider surrounding circumstances and conduct of the parties would result in and amounts to a failure to exercise jurisdiction under Section 23.

19.4. By rejecting the application solely on a technical omission in a document admittedly drafted by the donees, the authorities have, in effect, rewarded misuse of trust and penalised vulnerability of the senior citizen/parent, which is impermissible in law.

19.5. The impugned orders therefore suffer from non-application of mind, misdirection in law, and disregard of the protective object of the Act.



19.6. Section 23 of the Act of 2007 embodies the doctrine of constructive fraud, a concept distinct from fraud under the Indian Contract Act. It proceeds not on proof of deceit in the classical sense, but on the abuse of a position of trust and dominance by the transferee over a vulnerable senior citizen.

19.7. Where a senior citizen transfers property to a close relative on the assurance, express or implied, of care and maintenance, and such assurance is subsequently breached, the law treats the transfer as vitiated by constructive fraud, irrespective of whether fraudulent intent existed at the inception.

19.8. The statutory presumption under Section 23 is thus triggered not by the language of the deed alone, but by the failure of the transferee to honour the moral and social obligation that formed the basis of the transfer.



19.9. In such cases, the Court is empowered to annul the transfer to prevent unjust enrichment and to restore dignity and security to the senior citizen.

19.10. **I Answer Point No. 3 by holding that the Assistant Commissioner and, subsequently, the Deputy Commissioner were not justified in rejecting the Petitioner's application solely on the ground that the gift deed does not contain an explicit clause regarding the maintenance of the Petitioner.**

20. **Answer to Point No.4: Whether the admission made by Respondent No.5, one of the donees under the gift deed, by filing a memo expressing no objection to annulment, has any legal bearing on the validity of the objections raised by Respondent No.6, who claims through the deceased donee?**



20.1. Respondent No.5 is an original donee under the gift deed dated 19.04.2023. Her legal status is not peripheral; she is a principal beneficiary of the impugned transaction. Her conduct, statements, and admissions therefore assume considerable legal significance in proceedings under Section 23 of the Act.

20.2. The memo dated 03.10.2023, filed by Respondent No.5 before the Assistant Commissioner, expressly records that she has no objection to the application filed by the Petitioner being allowed. This memo is neither qualified nor conditional. It constitutes a clear and conscious admission of the Petitioner's case.

20.3. Under settled principles of evidence, an admission is substantive evidence, and unless satisfactorily explained or withdrawn, it binds the maker. In proceedings under a summary



welfare statute, such an admission assumes even greater relevance.

20.4. The admissions made by transferees in Section 23 proceedings cannot be brushed aside lightly and must be accorded due weight, particularly where they corroborate the senior citizen's plea of neglect.

20.5. The admission by Respondent No.5 directly supports the Petitioner's assertions that:

20.5.1. The transfer was made on assurance of care,

20.5.2. Such assurance was not honoured, and

20.5.3. Annulment of the gift deed is justified.

20.6. Respondent No.6 claims only through the deceased donee, Shivamma. His objections, therefore, cannot be examined in isolation, divorced from the conduct and admissions of the surviving donee.



20.7. The Assistant Commissioner and the Deputy Commissioner have completely ignored this admission and have proceeded as though the matter was one of adversarial contest between equals. This omission strikes at the root of their findings.

20.8. I am therefore of the considered opinion that the admission of Respondent No.5 has direct and decisive legal bearing on the maintainability of objections raised by Respondent No.6.

20.9. **I therefore Answer Point No.4 by holding that the admission made by Respondent No.5, one of the donees under the gift deed, by filing a memo expressing no objection to annulment, has a very important legal bearing on the validity of the objections raised by Respondent No.6, who claims through the deceased donee.**



21. **Answer to Point No.5: Whether Respondent No.6, being the legal representative of a deceased donee, can independently resist annulment of the gift deed when the surviving donee has admitted the foundational facts pleaded by the Petitioner?**

21.1. At the threshold, it requires to be noticed that Respondent No.6 was not an original party to the transaction culminating in the execution of the gift deed dated 19.04.2023. His impleadment arises solely on account of the death of his mother, who herself was a donee under the said gift deed, and not by virtue of any independent transaction or right.

21.2. It is a settled and elementary principle of law that a legal representative can neither improve upon nor enlarge the rights of the person through whom he claims. Any right asserted by Respondent No.6 is, therefore, purely



HC-KAR

derivative, contingent, and inseparably bound to the validity of the transfer in favour of the original donee.

21.3. Proceedings under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 are not proceedings for adjudication of title in the conventional civil law sense. The jurisdiction exercised thereunder is a special statutory jurisdiction, welfare-oriented in character, intended to examine whether a transfer by a senior citizen stands vitiated due to failure of the transferee to provide basic amenities and physical needs, as contemplated by the statute.

21.4. Once the jurisdictional facts required under Section 23 are established, namely, that the transfer was made by a senior citizen and that the transferee has failed to honour the obligation of maintenance, the consequence of



HC-KAR

annulment follows by operation of law. Upon such annulment, the transfer itself stands effaced, and all rights, interests, and claims flowing from or traceable to such transfer necessarily perish with it.

21.5. In this legal framework, it is impermissible for a derivative claimant to seek to sustain the transfer by raising defences that were either unavailable to, or consciously abandoned by, the original transferee. The legal heirs of a transferee cannot be permitted to frustrate or dilute the statutory remedy by interposing defences which the principal party has chosen not to pursue.

21.6. In the present case, the surviving donee has unequivocally admitted the foundational facts pleaded by the Petitioner, including the circumstances surrounding execution of the gift deed and the failure to discharge the obligation



of care and maintenance. Such admission is substantive in nature and lends direct corroboration to the invocation of Section 23.

21.7.To permit Respondent No.6 to raise independent objections in the face of such admission would amount to allowing a derivative claimant to override the position taken by a principal party to the transaction, thereby unsettling, settled principles governing admissions, derivative rights, and representative capacity.

21.8.The objection raised by Respondent No.6 further proceeds on an implicit assumption that he is entitled to assert an interest in the subject property independent of the welfare, dignity, and subsistence of the Petitioner. Such an assumption is legally unsustainable and fundamentally inconsistent with both the



scheme and the protective object of the Act of 2007.

21.9. It is a settled position of Indian law that a son or daughter does not acquire any vested, accrued, or enforceable right in the self-acquired property of a parent during the lifetime of the parent. Such property remains the absolute and exclusive domain of the parent, having been acquired through his or her own labour, effort, and earnings, often accumulated over decades of hardship and personal sacrifice.

21.10. The Act of 2007 does not create or recognise any automatic proprietary entitlement in favour of children. Instead, it regulates the consequences of a transfer where the transferee, having received the benefit of property, fails to honour the reciprocal obligation of care that formed the basis of



such transfer. Section 23 thus functions as a statutory safeguard against unjust enrichment arising from neglect or abandonment of senior citizens.

21.11. When a parent, after having discharged lifelong parental obligations, transfers property in favour of a child, such transfer is founded on a legitimate expectation, expressly recognised by the statute, that the child will provide care, dignity, and protection in the parent's old age. The benefit of property cannot, therefore, be severed from the responsibility that accompanies it.

21.12. In the present case, the property in question is not ancestral property in which any respondent could assert a birthright. It is the self-acquired property of the Petitioner. Neither Respondent No.5 nor Respondent No.6 can, therefore, assert any independent



entitlement to such property divorced from the Petitioner's welfare and subsistence.

21.13. Respondent No.6 does not claim any original or independent right. His claim is entirely derivative, tracing through his deceased mother. Once the transfer in favour of the donees stands vitiated under Section 23 on account of neglect and constructive fraud, all derivative claims necessarily collapse as a matter of law.

21.14. Permitting Respondent No.6 to assert an interest in the property without discharging, or even acknowledging, the obligation to care for the Petitioner would amount to conferring a legal advantage unaccompanied by statutory responsibility. Such an interpretation would defeat the protective purpose of Section 23 and render the statutory remedy illusory.



21.15. This Court therefore holds, as a matter of law and statutory interpretation, that neither a son nor a daughter, nor any person claiming through them, can assert any right, title, or interest in the self-acquired property of a parent once the statutory conditions for annulment under Section 23 are satisfied.

21.16. Respondent No.6 accordingly lacks locus standi, both in law and in equity, to resist the annulment of the gift deed or to claim any legal or equitable interest in the subject property.

21.17. In proceedings under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, the jurisdiction exercised is a special statutory jurisdiction directed at examining whether a transfer of property by a senior citizen stands vitiated on account of failure of the transferee to honour



HC-KAR

the condition, express or implied, of providing care and maintenance, and not an adjudication of title in the conventional civil law sense. Once the statutory conditions for annulment are satisfied, the transfer stands undone by operation of law, and all rights flowing from or traceable to such transfer necessarily fall with it. A legal representative or descendant of a transferee, having only a derivative claim, cannot assert any independent right or resist annulment by raising defences that were unavailable to, or abandoned by, the original transferee, particularly where the surviving donee has admitted the foundational facts justifying invocation of Section 23. Further, a son or daughter acquires no vested or enforceable right in the self-acquired property of a parent during the parent's lifetime, and cannot retain



or claim benefit of such property divorced from the statutory obligation of care recognised under the Act.

21.18.I Answer Point No.5 by holding that Respondent No.6, being the legal representative of a deceased donee, cannot independently resist annulment of the gift deed when the surviving donee has admitted the foundational facts pleaded by the Petitioner.

22. Answer to Point No.6: Whether the findings recorded by the Assistant Commissioner and affirmed by the Deputy Commissioner suffer from perversity, non-consideration of material evidence, or misapplication of the beneficial provisions of the Act of 2007?

22.1.A holistic examination of the impugned orders reveals not a mere error of reasoning, but a systemic misapplication of the statutory



framework governing Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The authorities have adopted a narrow, document-centric approach, treating the absence of an express maintenance clause in the gift deed as determinative, while disregarding the wider factual, social, and statutory context in which the transfer occurred.

22.2. Such an approach is directly contrary to the principles governing interpretation of welfare legislation and stands in conflict with the law laid down by the Supreme Court and this Court, as discussed while answering Point Nos.1 to 5. The impugned orders demonstrate a pattern of selective consideration of material, resulting in findings that are legally unsustainable.

22.3. In particular, the authorities have failed to consider material and relevant circumstances



which were central to the applicability of Section 23, including:

22.3.1. The advanced age, illiteracy, and consequent dependence of the Petitioner, which are not incidental facts but foundational considerations under a statute intended to protect vulnerable senior citizens;

22.3.2. The undisputed fact that the gift deed was drafted at the instance of the donees, with the Petitioner having no role in the preparation or structuring of the document, a circumstance directly bearing on the absence of an express maintenance clause and the allegation of misuse of trust;

22.3.3. The categorical and unqualified admission of Respondent No.5, one of the original donees, expressing no



HC-KAR

objection to annulment of the gift deed, which constituted substantive corroborative material supporting the Petitioner's plea of neglect and breach of obligation; and

22.3.4. The purely derivative nature of the claim of Respondent No.6, whose objections could not, in law, override the admission of a principal party or survive annulment of the root transaction, as held while answering Point No.5.

22.4. The failure to consider the aforesaid circumstances amounts to non-consideration of relevant material and reflects a misdirection in law. It is well settled that an order passed by a statutory authority which ignores germane material, or proceeds on an incomplete factual foundation, is vitiated by perversity.



22.5. The perversity in the impugned orders is further evident from the fact that the authorities treated Section 23 as if it required proof of an express contractual stipulation of maintenance, thereby importing concepts alien to the statutory scheme. As held while answering Point Nos.2 and 3, Section 23 operates on the basis of express or implied conditions, and its invocation cannot be defeated by formal omissions in a document drafted by the transferees themselves.

22.6. The authorities have also failed to appreciate that proceedings under Section 23 do not involve adjudication of title simpliciter, but require an examination of whether the continuance of the transfer would result in unjust enrichment of the transferee at the cost of the senior citizen's dignity and subsistence. This failure reflects a fundamental



HC-KAR

misunderstanding of the nature and scope of their jurisdiction.

22.7. Welfare legislation, particularly one enacted to safeguard senior citizens from neglect and exploitation, cannot be administered in a mechanical or formalistic manner. An approach that is indifferent to vulnerability, dependence, and misuse of trust not only defeats the object of the statute, but renders its protections illusory.

22.8. Orders passed by authorities under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 are vitiated by perversity where the authorities adopt a narrow, document-centric approach and fail to consider material surrounding circumstances relevant to the vulnerability of the senior citizen, including the transferor's age, illiteracy and dependence, the fact that the transfer



HC-KAR

instrument was drafted by the transferee, admissions made by an original donee, and the purely derivative nature of objections raised by legal representatives. Mechanical insistence on an express maintenance clause, without examining implied conditions and subsequent conduct, amounts to misapplication of the statutory scheme. Such non-consideration of relevant material and misunderstanding of the welfare-oriented jurisdiction under Section 23 renders the concurrent findings legally unsustainable and warrants supervisory interference.

22.9.I answer Point No.6 by holding that the concurrent findings recorded by the Assistant Commissioner and affirmed by the Deputy Commissioner are therefore vitiated by perversity, non-application of mind, non-consideration of material



evidence, and misapplication of the beneficial provisions of the Act of 2007. The said findings cannot be sustained and warrant interference by this Court.

23. **Answer to Point No.8:What order?**

23.1. In view of the answers to the foregoing points, particularly Point Nos. 1 to 6 the writ petition deserves to be allowed.

23.2. Before parting with the matter, this Court deems it necessary to reiterate that the dignity, autonomy, and security of senior citizens lie at the heart of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The statute recognises that old age often brings physical frailty, emotional dependence, and diminished bargaining power. Transfers of property by senior citizens to their children or close relatives are rarely commercial or



calculated acts; they are, more often than not, gestures of trust, affection, and hope for care.

23.3. When such trust is breached, and the senior citizen is rendered neglected or vulnerable, the law cannot remain a silent spectator. Section 23 is a legislative affirmation that age, trust, and vulnerability cannot be converted into instruments of exploitation. Courts and authorities are therefore duty-bound to ensure that the autonomy of senior citizens is protected, not merely in form, but in substance, by undoing transactions that operate unjustly against them.

23.4. In view of the findings recorded on Point Nos. 1 to 6 and having regard to the object and scheme of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, I pass the following:

**ORDER**

- i. The writ petition is ***allowed***.
- ii. A certiorari is issued, the order passed by 3rd respondent dated 19.12.2023 in case No.PA.PO.SAM and SENIOR NA.RA.KA.SAM:32/23-24 at Annexure-B is quashed. Consequently, the order at Annexure-A passed by the 2nd respondent dated 22-10-2024 in case No.M.A.G(1)/02/2024 is also quashed.
- iii. The application filed by the Petitioner under Section 23(1) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 is allowed.
- iv. This gift deed dated 19.04.2023 was obtained by the donees by misuse of the trust reposed by a senior citizen, and that the transfer stands vitiated by constructive fraud within the meaning and scope of Section 23 of the Act of



- 2007, on account of failure to honour the assurance, express or implied, of providing care and maintenance to the Petitioner.
- v. Consequently, the gift deed dated 19.04.2023, registered in the office of the jurisdictional Sub-Registrar in respect of land bearing Survey No.105, measuring 2 acres 35 guntas with 6 guntas karab, situated at Doddagollahalli Village, Hebburu Hobli, Tumakuru Taluk, is hereby annulled and declared void.
 - vi. The concerned revenue authorities are directed to restore the name of the Petitioner as absolute owner of the aforesaid property in all revenue records forthwith, and in any event within a period of six weeks from the date of receipt of a certified copy of this order.
 - vii. It is made clear that Respondent No.6, being a derivative claimant through a deceased donee, shall not assert or claim any independent right,



title, or interest in respect of the subject property, consequent upon the annulment of the gift deed.

viii. No order as to costs.

Sd/-
(SURAJ GOVINDARAJ)
JUDGE

LN
List No.: 2 Sl No.: 23