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IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment reserved on: 18.09.2025

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Judgment delivered on: 26.09.2025

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LPA 587/2025, CM APPL. 58201/2025, CM APPL. 58202/2025 & CM APPL. 58203/2025

SMT VARINDER KAUR

.....Appellant

Through: Mr. Pankaj Batra, Adv.

versus

SMT. DALJIT KAUR & ORS.

.....Respondents

Through: Mr. Siddharth Banthia, Adv. for R-1.
Ms. Vaishali Gupta, Adv. for
GNCTD**CORAM:****HON'BLE THE CHIEF JUSTICE****HON'BLE MR. JUSTICE TUSHAR RAO GEDELA****J U D G M E N T****DEVENDRA KUMAR UPADHYAYA, C.J.**

1. This *intra-court* appeal filed under Clause X of Letters Patent seeks exception to the judgment dated 14.09.2025, passed by the learned Single Judge whereby, *W.P.(C) 10854/2023*, filed by the appellant, has been dismissed.
2. The proceedings of the writ petition before the learned Single Judge were instituted by the appellant challenging the order dated 26.07.2023, passed by the District Magistrate (*hereinafter referred to as the 'DM'*) in an



appeal preferred by respondent no.1 under Section 16 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (*hereinafter referred to as the 'Senior Citizens Act'*) against the order dated 20.12.2019, passed by the Maintenance Tribunal in proceedings under Section 23 of the Senior Citizens Act. By the order dated 20.12.2019, the prayer made for cancellation of the gift deed dated 05.05.2015 was not acceded to by the Tribunal, whereas the DM has allowed the said prayer made by the respondent no.1.

3. Respondent no.1/Smt.Daljit Kaur, is a Senior Citizen aged about 88 years, whereas the appellant/Smt.Varinder Kaur is the W/o Late Sh.Tajinder Singh Bakshi who is the S/o Smt.Daljit Kaur.

4. An application under Section 23 of the Senior Citizens Act was preferred by respondent no.1 seeking cancellation of the gift deed dated 05.05.2015 executed by respondent no.1 in favour of the appellant. Section 23 of the Senior Citizens Act vests necessary power in the Tribunal to declare any transfer by way of gift or otherwise, of a property void, in case the Senior Citizen has transferred such property after pronouncement of the Senior Citizens Act subject to the condition that the transferee shall provide basic amenities and physical needs to the transferor, and such transferee refuses or fails to provide such amenities and physical needs. It is in exercise of this power that on the application preferred by respondent no.1, the Tribunal refused to grant the prayer to respondent no.1 seeking cancellation of the deed by declaring it to be void. However, the Tribunal directed the appellant not to take any rent and also directed the S.H.O.



concerned, Police Station Janakpuri, to depute a Beat Officer to visit the premises twice in a month to ensure the safety and security of respondent no.1.

5. The Tribunal, while passing the order dated 20.12.2019, returned a finding that respondent no.1 failed to prove the conditions which would lead to cancellation of the gift deed; rather prayer for cancellation was made on the ground of fraud and cheating.

6. Respondent no.1, feeling aggrieved by the said order of the Tribunal dated 20.12.2019, preferred a statutory appeal under Section 16 of the Senior Citizens Act before the DM, who, *vide* his order dated 26.07.2023, allowed the appeal setting aside the order of the Tribunal dated 20.12.2019 and further directing the Sub-Registrar IIB Janakpuri to cancel the gift deed dated 05.05.2015. It is this order of the DM/appellate authority which was challenged by the appellant by instituting the proceedings of the writ petition before the learned Single Judge, which has been dismissed by the judgment and order under appeal herein.

7. Learned counsel for the appellant has vehemently argued that the order passed by the appellate authority under Section 16 of the Senior Citizens Act is not tenable for the reason that gift deed in question could have been declared to be void only if it was executed with the condition that the appellant shall provide basic amenities and basic physical needs to the respondent no.1 and further that the transferee refuses or fails to provide such amenities and physical needs. It is further submitted by learned counsel for the appellant that no such case, which can be said to be covered by



Section 23 of the Senior Citizens Act, was pleaded by respondent no.1, and therefore, in the absence of any such pleadings, the findings recorded by the learned Single Judge as also by the DM are erroneous.

8. Further submission on behalf of the appellant as urged before us is that for attracting the provisions of Section 23 of the Senior Citizens Act in an application seeking declaration of a transfer deed (in this case 'gift deed') as void, it is not only that the document concerned should have been executed subject to the condition that the transferee will provide basic amenities and physical needs to the transferor but also that the applicant has to prove that the transferee had either refused or failed to provide such amenities and physical needs. His submission is that in the instant case, neither the document in question, i.e., the gift deed, was executed subject to any such condition, nor respondent no.1 could prove that the appellant had ever refused to provide basic amenities and basic physical needs to her.

9. Learned counsel for the appellant has placed reliance on a judgment of the Hon'ble Supreme Court in the case of **Sudesh Chhikara v. Ramti Devi, 2022 SCC OnLine SC 1684**, wherein, it has been held by the Hon'ble Supreme Court that in absence of any pleading that the deed was executed subject to condition that the transferee would provide the basic amenities and basic physical needs, no such order for cancelling the deed or declaring the same to be void could be passed. Learned counsel for the appellant further argued that in **Sudesh Chhikara (supra)** it has further been held by Hon'ble Supreme Court that effecting transfer subject to a condition of providing the basic amenities and basic physical needs to the transferor-



senior citizen is *sine qua non* for the applicability of sub-section(1) of section 23 and in absence of any such pleading, the powers under Section 23 by the Tribunal could not be exercised. Paragraph 13 to 15 of **Sudesh Chhikara (supra)**, which have been relied upon heavily on behalf of the appellant, are extracted herein below:-

"13. If both the aforesaid conditions are satisfied, by a legal fiction, the transfer shall be deemed to have been made by fraud or coercion or undue influence. Such a transfer then becomes voidable at the instance of the transferor and the Maintenance Tribunal gets jurisdiction to declare the transfer as void.

14. 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.

*15. Careful perusal of the petition under Section 23 filed by respondent no. 1 shows that it is not even pleaded that the release deed was executed subject to a condition that the transferees (the daughters of respondent no. 1) would provide the basic amenities and basic physical needs to respondent no. 1. Even in the impugned order dated 22nd May 2018 passed by the Maintenance Tribunal, no such finding has been recorded. It seems that oral evidence was not adduced by the parties. As can be seen from the impugned judgment of the Tribunal, immediately after a reply was filed by the appellant that the petition was fixed for arguments. Effecting transfer subject to a condition of providing the basic amenities and basic physical needs to the transferor - senior citizen is *sine qua non* for applicability of sub-section (1) of Section 23. In the present case, as stated earlier, it is not even pleaded by respondent no. 1 that the release deed was executed subject to such a condition."*

10. Learned counsel for the appellant has also placed reliance on **Kanai Lal Sur vs Paramnidhi Sadhukhan, 1957 SCC OnLine SC 8**, to submit that it must be borne in mind that the first and primary rule of construction is that



the intention of the Legislature must be found in the words used by the Legislature itself and further that if the words used are capable of one construction only then it would not be open to the courts to adopt any other hypothetical construction on the ground that such hypothetical construction is more consistent with the alleged object and policy of the Act.

11. Reliance has also been placed by learned counsel for the appellant on ***Kirshna Texport & Capital Markets Ltd. V. Ilaa. Agrawal & ors (2015) 6 S.C.R. 284***, to submit that when the language of a statute is unambiguous and admits only one meaning, the question of construction of a statute does not arise for the reason that the statute speaks for itself. He has also relied upon ***Grasim Industries Ltd. v. Collector of Customs, (2002) 4 SCC 297 | (2002) 2 SCR 945***, to submit that in case in a statute, if the words are clear without any obscurity, there is no scope for the Court to take upon itself the task of amending or altering the statutory provision.

12. Reliance has also been placed on behalf of the appellant on ***Thomson Press (India) Ltd. v. Nanak Builders & Investors (P) Ltd., (2013) 5 SCC 397 | (2013) 2SCR 74***, and also on ***The Church of Christ Charitable Trust & Educational Charitable Society, Represented by its Chairman v. M/s Ponniammam Educational Trust B, Represented by its Chairperson/ Managing Trustee (2012) 6 SCR 404***.

13. In sum and substance, it is the argument on behalf of the appellant that in the absence of pleadings to the effect that the deed in question was executed subject to the condition that the transferee shall provide basic amenities and physical needs of the transferor and such transferee refuses or



fails to provide such amenities and physical needs, provisions of Section 23(1) of the Senior Citizens Act cannot be put to service for the declaration of the deed as void. According to the learned counsel for the appellant, no such case was pleaded by the respondent no.1 in her application made under Section 23; rather, the cancellation of the gift deed was sought on the ground that the gift deed was executed under pressure and cheating, as is apparent from a perusal of the application moved by respondent no.1 before the Maintenance Tribunal. Thus, according to the learned counsel for the appellant the grounds urged by respondent no.1 in her application moved under Section 23(1) of the Senior Citizens Act, are not the grounds available to the Maintenance Tribunal to declare the deed as void, and therefore, the order passed by the Tribunal on the application of respondent no.1 did not suffer from any illegality or error, which has, therefore, been erroneously set aside by the appellate authority, i.e. the DM. It is, therefore, submitted on behalf of the appellant that the learned Single Judge while passing the judgment and order under appeal has erred in law in dismissing the writ petition.

14. Opposing the prayers made in this appeal, learned counsel representing respondent no.1 has stated that any gift deed is naturally and obviously executed primarily on account of love and affection showered by the transferee on the transferor and, therefore, in execution of the gift deed itself, it is implicit that its execution is with the condition that the transferee shall provide the amenities and basic physical needs to the transferor, especially in a situation where the transferor is an old aged mother-in-law of about 88 years of age of the transferee who is her daughter-in-law. He has



further argued that execution of the gift deed is not a commercial transaction and therefore the prayer (b) in the application moved by respondent no.1 was for issuing a direction to the appellant for taking all due care of respondent no.1. His submission is that there is sufficient material available on record which establishes not only existence of the condition that the daughter-in-law shall provide basic amenities and basic physical needs to the mother-in-law but also that the appellant completely failed and denied to provide such amenities and physical needs, and therefore the DM while reversing the order passed by the Tribunal cannot be said to have erred on any count.

15. It has also been submitted by learned counsel for respondent no.1 that learned Single Judge while dismissing the writ petition by the order under appeal herein, has elaborately considered the material available on record and has thus, rightly concluded that there was enough material available on record to conclude that the conditions for exercise of powers under Section 23(1) of the Senior Citizens Act existed which warranted the prayer made by respondent no.1 before the Tribunal to be granted.

16. Drawing our attention to the averments made in paragraph no.9 of the application moved by respondent no.1 before the Tribunal, it has been argued by learned counsel for respondent no.1 that it was clearly stated therein that immediately after execution of the gift deed, the attitude and behavior of the appellant altogether got changed and respondent no.1 even started receiving threats that she may be killed by confining her in a room



forcibly and further that the appellant shall neither maintain her nor allow her to meet her daughters.

17. Our attention has also been drawn to a letter which was submitted by respondent no.1 before the Presiding Officer of the Tribunal on 08.07.2015, wherein it was clearly stated that the appellant after execution of the gift deed had not provided any clothes neither the undergarments nor personal articles and the medicines. In the said letter it was also stated by respondent no.1 that her son, i.e. the husband of the appellant had not even given her dentures and further that whenever such articles are demanded by her, the appellant told her that all these articles may be obtained by her from the police where she had lodged complaints. In the said letter, respondent no.1 also stated that she is a patient of high blood pressure, heart disease and diabetes, however for the last two and a half months she had not been provided with the requisite medicines.

18. Learned counsel for respondent no.1 has also referred to yet another letter dated 25.08.2015, addressed by respondent no.1 to the Presiding Officer of the Tribunal wherein, it was stated by her clearly that after getting the gift deed executed, the appellant has made her life a hell, who has been misbehaving continuously and further that even the dentures, medicines and medical prescriptions have not been given to her.

19. In the said letter, respondent no.1 had also stated that her jewellery, cash, papers of other properties, health card, identity card, cheque book, etc., have been stolen and even the amount of Rs.70,000/- from the HDFC Bank Account of respondent no.1 was also withdrawn. Reference has also been



made to another letter submitted by respondent no.1 to the Presiding Officer of the Tribunal on 14.05.2016, wherein, it has clearly been stated that before execution of the gift deed those who had made big promises of taking her care have rendered her helpless and homeless.

20. It is thus the case of respondent no.1 that there was enough material placed by her before the Tribunal which proved and established the pre-conditions under Section 23 of the Senior Citizens Act for declaration of the gift deed as void and therefore, the appellate authority, i.e. the DM has rightly passed the order of cancellation of the gift deed.

21. Learned counsel for the respondent has relied upon the following judgments *Nitin Rajendra Gupta v. Collector, 2024 SCC OnLine Bom 1031* and *Mohamed Dayan v. The District Collector & Ors, WP No. 28190 of 2022, decided on 09.09.2023* by the Madras High Court.

22. Having considered the rival submissions made by learned counsel for the parties and perused the record available before us on this appeal, the issue which emerges for our consideration is as to whether, respondent no.1 while pleading her case before the Tribunal under Section 23 of the Senior Citizens Act had placed enough material to arrive at the conclusion that the gift deed was executed by her in favour of the appellant subject to the condition that the appellant shall provide basic amenities and physical needs to the transferor and as to whether the appellant had refused and failed to provide such amenities and physical needs.



23. Referring to ***Sudesh Chhikara (supra)*** Hon'ble Supreme Court in a later judgment in ***Urmila Dixit v. Sunil Sharan Dixit, (2025) 2 SCC 787***, has *inter alia*, held that the relief available to Senior Citizens under Section 23 of the Senior Citizens Act is intrinsically linked with the statement of object and reasons of the Senior Citizens Act that elderly citizens in our country in some cases are not being looked after and further that it is directly in furtherance of the objectives of the Senior Citizens Act which empowers senior citizens to secure their rights promptly when they transfer a property subject to condition of being maintained by the transferee. Paragraphs 23 to 25 of the ***Urmila Dixit (supra)*** passed by the Hon'ble Supreme Court are relevant to be quoted here which read thus:-

"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 [Sudesh Chhikara v. Ramti Devi, (2024) 14 SCC 225 : 2022 SCC OnLine SC 1684] 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 [Sunil Sharan Dixit v. Urmila Dixit, 2022 SCC OnLine MP 3776] qua the competency of the Tribunal to hand over possession of the property. In S. Vanitha [S. Vanitha v. Commr., (2021) 15 SCC 730] , 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



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remedies for the elderly. 25. Another observation of the High Court that must be clarified, is Section 23 being a stand-alone 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.”

24. Reference may also be had to the judgment of the Bombay High Court in the case of **Nitin Rajendra Gupta (supra)** which holds that if Section 23(1) of the Senior Citizens Act is construed to mean as if condition of providing basic amenities and basic physical needs must be incorporated in the document of transfer, such interpretation shall oust most of the transactions effected by senior citizens out of the purview of Section 23(1) of the Senior Citizens Act for the reason that it is difficult that a senior citizen would insist that the condition of providing basic amenities and basic physical needs must be incorporated in a gift deed executed in favour of his/her child. Bombay High Court has further observed that a senior citizen being unaware of Section 23(1) of the Senior Citizens Act would never know that absence of such recital or stipulation in the gift deed would deprive him of the protection that the Parliament has extended under Section 23(1) of the Senior Citizens Act and that grant and denial of protection under Section 23(1) of the Senior Citizens Act would depend on the wisdom of the draftsman or scribe of the document.

25. Bombay High Court in **Nitin Rajendra Gupta (supra)** has further held that the Tribunal, while entertaining any application under Section 23(1) of the Senior Citizens Act, must consider facts of each case and decide whether



after execution of the document, there has been denial of basic amenities and basic needs to the senior citizen.

26. After discussion at length, the Court concluded that the condition of provisions for basic amenities and basic physical needs need not specifically incorporated in the document of transfer and the same can always be established before the Tribunal through pleadings and evidence. Paragraph no. 40, 41 and 42 of the judgment in **Nitin Rajendra Gupta (supra)** are extracted herein below: -

“40. If Section 23(1) of the Senior Citizens Act is interpreted to mean as if the condition of providing basic amenities and basic physical needs must be incorporated in the document of transfer, the same may throw most of the transactions effected by senior citizens out of purview of Section 23(1). Because it is difficult that a senior citizen making a gift in favour of his/her child would insist that the condition of providing basic amenities and basic physical must be incorporated in the gift deed. In most of the cases, such documents are drafted at the instance of the child, who is the beneficiary of such transfer. Applicability of special protection under Section 23(1) to a senior citizen would then depend on the manner in which the gift deed is couched by its drafter. A senior citizen who is unaware of provisions of section 23(1) would not know that absence of recital or stipulation in the gift deed, which he/she executes, would deny him/her the special protection that the legislature has extended him under Section 23(1). Grant or denial of protection under Section 23(1) would then depend on the wisdom of the drafter or scribe who drafts the document of transfer.

41. On the other hand, if provisions of Section 23(1) of the Senior Citizens Act are interpreted to mean that existence of condition of providing basic amenities and basic physical needs, not incorporated in the document of transfer, can be established before the Tribunal through pleadings and evidence, such interpretation would subserve the objective behind enacting the provision, the ultimate objective being the welfare of senior citizens. Such interpretation would provide the freedom to the Tribunal to determine whether the document of transfer was indeed executed subject to such condition. In a given case, where senior citizen owns just a house and executes a gift deed in favour of his/her child, which does not contain a recital or stipulation that the same is executed subject to condition of providing basic amenities and



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basic physical needs, in the event of the child throwing the senior citizen out of that house, the protection granted under Section 23(1) would be rendered nugatory and the entire objective behind enacting the Act would be frustrated. In that case, the senior citizen, in my view, needs to be given an opportunity to prove before the Tribunal that the gift was made on a condition that the senior citizen would be provided the basic amenity of residence in the house that he/she gifted to the child. On the other hand, if a senior citizen owns multiple properties, and gifts only one of it to the child, while retaining other properties, the Tribunal can draw an inference that execution of the gift was not subject to any such condition. Therefore, some flexibility needs to be provided to the Tribunal to take decision in the light of facts of each case. The Tribunal must consider facts of each case and decide whether after execution of document of transfer, there is denial of basic amenity or basic physical need to the senior citizen or whether the provisions of Section 23(1) are being misused to decide property disputes amongst the siblings. In appropriate cases, where the senior citizen has other residence, but is not looked after, the Tribunal can make an order for payment of maintenance rather than annulling the gift.

42. In my view, therefore the existence of condition of provision of basic amenities and basic physical needs need not be specifically incorporated in the document of transfer and the same can always be established before the Tribunal through pleadings and evidence.”

27. Madras High Court in the case of **Mohamed Dayan (supra)** after discussing in detail the provisions of Section 23(1) of the Senior Citizens Act has held that “love and affection” is an implied condition in the context of Section 23(1) of the Senior Citizens Act and therefore, such condition need not be an express condition in the deed for the purpose of maintaining the senior citizen.

28. It has further been held in this judgment that “love and affection” results in execution of the deed by a senior citizen is to be construed as a condition for the purpose of invoking the clause under Section 23(1) of the Senior Citizens Act, declaring the document void. It has also been held in



this judgment that Section 23(1) of the Senior Citizens Act cannot be misutilized for the purpose of rejecting the complaint filed by a senior citizen on the ground that there is no express condition in the deed for maintaining a senior citizen.

29. Human conduct in the context of the Senior Citizens Act is to be understood considering the relationship between the senior citizen and the beneficiaries of the gift deed and if parents decide to settle the property in favour of a son or daughter, then they do so only with love and affection and with a fond hope that they shall be taken care of in their old age and therefore, love and affection being an the implied condition of execution of the gift deed, subsequent non-maintenance of the senior citizen would attract Section 23(1) of the Senior Citizens Act and the Tribunal in such circumstances is empowered to declare the document as void. Paragraphs no.40 to 42 of the judgment in the case of **Mohamed Dayan (supra)** are also extracted herein below: -

“40. "Love and Affection" is an implied condition in the context of Section 23(1) of the Act, and therefore, there need not be any express condition in the Settlement Deed for the purpose of maintaining the senior citizen. Refusal of maintenance after executing the Settlement Deed or Gift Deed, is the ground for invoking the deemed ground of fraud or coercion or undue influence. When the deeming clause has been incorporated under the provisions of Section 23(1) of the Act, 'Love and Affection' to be construed as the consideration for executing the Gift or Settlement Deed. Thus the condition need not be expressly made in the document and the love and affection, which resulted in execution of the Deed by the senior citizen is to be construed as a condition for the purpose of invoking the deeming clause for declaring the document as fraud or coercion or undue influence.

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



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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. The human conduct in the context of the senior citizen Act, is to be understood considering the relationship between the senior citizen and the beneficiaries of the Gift or Settlement Deed. Mostly the parents are executing the document in favour of their children. Since they may not be in a position to maintain the property at their old-age and more-so, they are intending to visibly express their love and affection towards their children by settling their properties. In some cases, the parents during their old-age are settling their property in order to avoid conflict between their children and to ensure that all children get equal share. If at all the parents decide to settle the property in favour of a son or daughter, then they are doing so, only with love and affection and with a fond hope that they will be taken care of by the son or daughter during their old-age. Thus love and affection, being the consideration and implied condition, within the meaning of Section 23(1) of the Act. The subsequent non-maintenance of senior citizen would attract Section 23(1) of the Act and the Authorities in such circumstances are empowered to declare the document as null and void."

30. If we examine the facts of the instant case in the light of the legal principles as discussed above, the settled legal position which emerges is that for attracting the provisions of Section 23(1) of the Senior Citizens Act, the deed in question need not expressly contain a condition that transferee shall provide the basic amenities and basic physical needs to the transferor, especially in the context of execution of a gift deed.



31. Though, Section 122 of the Transfer of Property Act, 1882 defines “gift” to mean a the transfer of certain existing moveable or immovable property made voluntarily and without consideration, by one person called the donor, to another called the donee and accepted by or on behalf of the donee, however, in the context of a gift deed executed by a senior citizen in favour of his or her son or daughter or even daughter in law, it is not difficult to conclude that it is the love and affection and care in the old age which impels such citizens to execute gift deed.

32. The facts of the case have already been discussed in detail by learned Single Judge who on the basis of material on record has arrived at the conclusion that the gift deed was executed by respondent no.1 in favour of the appellant in the solemn hope that for rest of her life she shall be taken care of and shall be provided with the necessary basic amenities and basic physical needs.

33. It is true that in the application moved by respondent no.1 under Section 23(1) of the Senior Citizens Act it has specifically not been pleaded that the gift deed in question was executed subject to the condition that the appellant shall provide basic amenities and basic physical needs to respondent no.1, however various letters and applications made by respondent no.1 before the Tribunal clearly, disclose and establish that the reason which impelled respondent no.1 to execute the gift deed in favour of the appellant was a promise and hope that appellant shall take care of the needs of respondent no.1 who is considerably old being 88 years of age.



34. In our considered opinion, while exercising the powers under Section 23(1) of the Senior Citizens Act on an application moved by a senior citizen seeking declaration that the deed is void, the Tribunal is expected to look into all the relevant material and not only the bare contents of the application so made.

35. In the instant case apart from several averments in the application, respondent no.1 had placed before the Tribunal various other applications and letters which go on to prove that the gift deed in question was executed by respondent no.1 with such hope that in her old age the appellant shall provide her basic amenities and basic physical needs. The material brought on record by respondent no.1 before the Tribunal also prove that appellant completely failed to provide such care, amenities and physical needs to respondent no.1. The hand written letters submitted by respondent no.1 before the Tribunal narrating the situation in which the gift deed was executed and how the appellant immediately after execution of the gift deed started ignoring the basic amenities and basic physical needs of respondent no.1 and neglected her completely, clearly establish the pre-conditions for exercise of power by the Tribunal under Section 23 of the Act. The appellate authority, i.e. the DM while passing the order dated 26.07.2023, on the appeal preferred by respondent no.1 under Section 16 of the Senior Citizens Act has discussed the material available on record and has, in our considered opinion rightly concluded that the deeming clause as contained in Section 23(1) of the Senior Citizens Act is to be invoked for cancelling the gift deed in question.



36. The finding recorded by the DM has further been affirmed by the learned Single Judge while dismissing the writ petition by means of the order which is under appeal herein. Learned Single Judge has discussed the material available on record, and has thus concluded that it was a case fit for exercising powers under Section 23(1) of the Senior Citizens Act and therefore, has rightly refused to interfere in the order passed by the appellate authority, i.e. the DM.

37. Having perused the order passed by learned Single Judge which is based on appropriate consideration of all the relevant aspects of the matter including the material available on record, we find ourselves in complete agreement with the judgment and order under appeal herein.

38. Resultantly, the appeal fails which is hereby dismissed. There will, however, be no order as to costs.

(DEVENDRA KUMAR UPADHYAYA)
CHIEF JUSTICE

(TUSHAR RAO GEDELA)
JUDGE

SEPTEMBER 26, 2025/MJ