



CNR: KAHC010287682026

NC: 2026:KHC:45140
WP No. 12878 of 2026



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 20TH DAY OF AUGUST 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO.12878 OF 2026 (GM-RES)

BETWEEN:

SMT SHEELA S
W/O.LATE. HARISH BABU.S.R
AGED ABOUT 49 YEARS,
R/AT SANYASIHALLI,
BELUR DISTRICT,
HASSAN – 573 115.

...PETITIONER

(BY SRI. BANAGAR SHANKARAPPA GURAPPA, ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
THE CHIEF SECRETARY,
VIDHANA SOUDHA,
BENGALURU – 560 001.
2. THE ASSISTANT COMMISSIONER
AND PRESIDING OFFICER
MAINTENANCE AND WELFARE OF
PARENTS AND PROTECTION OF LIFE
AND PROPERTY OF SENIOR
CITIZENS TRIBUNAL,
SAKLESH PURA DISTRICT
HASSAN – 573 115.
3. SMT.B.K.NANJAMMA,
W/O.LATE. RAMAIAH,
AGED ABOUT 81 YEARS,





CNR: KAHC010287682026

NC: 2026:KHC:45140
WP No. 12878 of 2026

HEMAVATHINAGAR,
BELUR TALUK,
HASSAN DISTRICT – 573 115.

...RESPONDENTS

(BY SRI.SHAMANT NAIK, AGA FOR R1 & R2;
SMT. SNEHA NAGARAJ, ADVOCATE FOR R3)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO CALL FOR THE RECORDS IN M.A.G (HI.NA.RA) NO.29/2025-26 DATED 05/03/2026 ON THE FILE OF THE ASSISTANT COMMISSIONER SUB DIVISION AND PRESIDING OFFICER OF THE MAINTENANCE AND WELFARE OF PARENTS AND SENIOR CITIZEN AND PETITIONER TRIBUNAL SAKLESH PURA, DISTRICT HASSAN.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN B GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. Petitioner- daughter-in-law of Respondent No.3 is

before this Court seeking for the following reliefs:

- a) *Call for the records in M.A.G (HI.NA.RA) No.29/2025-26 dated 05/03/2026 on the file of the Assistant Commissioner Sub Division and Presiding Officer of the Maintenance and Welfare Of Parents and Senior Citizen and Petitioner Tribunal Sakleshpura, District Hassan.*
- b) *and set aside the judgment and order dated 05/03/2026 passed by the Hon'ble Appellate*



CNR: KAHC010287682026

*Tribunal, Sakleshpura at Annexure-A,
SL.No.M.A.G.(E.N.R)29/2025-26.*

2. Sri.Banagar Shankarappa Gurappa, learned counsel for the Petitioner submits that
 - 2.1. Respondent No.3 had earlier instituted O.S. No.114/2011 seeking a declaration that the Gift Deed dated 09.12.2010 was null and void and did not create any right, title or interest in favour of the Petitioner. The said suit came to be dismissed by judgment dated 01.02.2016.
 - 2.2. It is submitted that, in the said suit, Respondent No.3 had specifically alleged that she did not know the nature of the document which was being executed by her and that the Gift Deed had been obtained by playing fraud upon her. The Civil Court, after considering the evidence on record, rejected the said contention and upheld the validity of the Gift Deed.
 - 2.3. Learned counsel submits that the Civil Court specifically held that the Gift Deed, being a registered document, carried a presumption as to its validity and that Respondent No.3 had failed to place any evidence sufficient to rebut



CNR: KAHC010287682026

such presumption. Consequently, the prayer for declaration that the Gift Deed was null and void came to be rejected.

2.4. It is further submitted that Respondent No.3 thereafter pursued proceedings under Section 23 of the Act. The earlier proceedings in R.A. No.176/2015-16 came to be allowed ex parte on 29.11.2018. The said order was challenged by the Petitioner and her husband, who was the son of Respondent No.3, in W.P. No.49898/2019. This Court, by order dated 23.10.2025, allowed the writ petition and remanded the matter to the competent authority after setting aside the order dated 29.11.2018. Upon remand, the proceedings were re-registered as M.A.G. (HI.NA.RA.) No.29/2025-26 and have culminated in the impugned order dated 05.03.2026.

2.5. Learned counsel for the Petitioner submits that the proceedings under Section 23 are, in substance, an attempt to once again challenge the validity of the Gift Deed which had already been upheld by the competent Civil Court. The Tribunal could not have permitted Respondent



CNR: KAHC010287682026

No.3 to circumvent the findings recorded by the Civil Court by invoking the provisions of the Act.

2.6. It is further submitted that the contention now advanced by Respondent No.3 is that, under the terms of the Gift Deed, the Petitioner was required to look after and maintain her. According to learned counsel, such contention has to be examined strictly with reference to the terms of the Gift Deed and the requirements of Section 23 of the Act and cannot be presumed merely because the Petitioner is the daughter-in-law of Respondent No.3.

2.7. Learned counsel further submits that the circumstances of the parties have materially changed. The husband of the Petitioner, who was the son of Respondent No.3, died in the year 2022. The Petitioner is now required to maintain herself and her children and has no independent source of income. It would, therefore, be inequitable to impose upon her an obligation to maintain Respondent No.3 without examining her own financial circumstances.



CNR: KAHC010287682026

- 2.8. It is also submitted that Respondent No.3 is receiving a pension of approximately Rs.40,000/- per month and is financially capable of taking care of herself. Therefore, there is no material to establish that Respondent No.3 is presently in need of financial maintenance from the Petitioner.
- 2.9. Learned counsel accordingly submits that the impugned order passed by the Tribunal is unsustainable in law and on facts and is liable to be set aside.
3. Smt.Sneha Nagaraj, learned counsel for Respondent No.3 submits that:
 - 3.1. Respondent No.3 has been a senior citizen who, according to her, has been deserted by her son and daughter-in-law since the year 2010. It is submitted that she has been left without adequate care and support and has, therefore, been constrained to approach the authorities on several occasions seeking protection of her rights and appropriate relief.
 - 3.2. Respondent No.3 had initially approached the Civil Court challenging the Gift Deed on the



CNR: KAHC010287682026

ground that the same had been obtained by fraud and that she was unaware of the nature of the document which she had executed. Upon the Civil Court upholding the Gift Deed, Respondent No.3 invoked the statutory remedy available under Section 23 of the Act on the ground that the transfer of the property was accompanied by an obligation to provide for her maintenance and care.

3.3. The remedy under Section 23 of the Act is distinct from the remedy before the Civil Court. The fact that the Gift Deed was upheld by the Civil Court does not, by itself, extinguish the statutory rights available to a senior citizen under the Act where the transferee has failed or refused to provide the basic physical needs and physical requirements of the senior citizen.

3.4. The Act is a beneficial legislation enacted specifically to protect parents and senior citizens who are unable to maintain themselves and to ensure that property transferred by a senior citizen subject to an obligation of maintenance is not misused to the detriment of the senior citizen.



CNR: KAHC010287682026

- 3.5. Respondent No.3's earlier civil suit was instituted under erroneous legal advice and that she had been misguided as to the appropriate remedy available to her. The mere fact that she had initially pursued a civil remedy cannot deprive her of the statutory remedy subsequently available under Section 23 of the Act.
- 3.6. The earlier judgment of the Civil Court upholding the validity of the Gift Deed does not preclude the competent authority from examining whether the Petitioner has failed to discharge the obligation of providing maintenance and care to Respondent No.3.
- 3.7. The fact that Respondent No.3 receives pension cannot, by itself, be treated as proof that she does not require maintenance or care. The right of a senior citizen to maintenance and welfare under the Act is not dependent solely upon the absence of any income. What is required to be considered is whether the senior citizen is being adequately maintained and cared for in the circumstances of the case.



CNR: KAHC010287682026

- 3.8. The Petitioner cannot rely upon the death of her husband to avoid the statutory obligation which arose from the transfer of the property in favour of the Petitioner. The subsequent death of the Petitioner's husband cannot retrospectively extinguish the rights of Respondent No.3 arising under the Act.
- 3.9. The Tribunal, having considered the circumstances of Respondent No.3 and the nature of the transfer, was justified in granting protection to her by permitting her to remain in possession of the property during her lifetime and restraining alienation thereof.
- 3.10. The impugned order does not call for interference, and the petition is liable to be dismissed.
4. Heard Sri.Banagar Shankarappa Gurappa, learned counsel for the Petitioner, Sri.Shamant Naik, learned AGA for Respondent Nos.1 and 2 and Smt.Sneha Nagaraj, learned counsel for Respondent No.3 and perused the record.
5. Having heard learned counsel for the parties and having perused the material on record, the principal



CNR: KAHC010287682026

issue which arises for consideration is not merely whether Respondent No.3, being a Senior Citizen, is entitled to invoke the beneficial provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as "the Act"), but whether, on the particular facts of the present case, the requirements of Section 23 of the Act stand satisfied.

6. The question may be formulated thus:

Where a Senior Citizen has executed a Gift Deed or other deed of transfer and thereafter instituted a civil suit specifically contending that the document was not voluntarily executed and was obtained by fraud, misrepresentation or by taking advantage of her inability to understand the nature of the document, and such contention is rejected by the competent Civil Court after adjudication, can the same Senior Citizen thereafter invoke Section 23 of the Act on the diametrically opposite premise that the very same document was voluntarily executed subject to an obligation upon the transferee to maintain and take care of the Senior Citizen?

7. The answer to the above question necessarily requires an examination of the scheme of Section 23, the findings recorded by the Civil Court in the earlier proceedings, the terms of the Gift Deed, the stand taken by Respondent No.3 in the two sets of



CNR: KAHC010287682026

proceedings and, ultimately, whether the statutory conditions necessary for invoking Section 23 have been established.

8. There can be no dispute that the Act is a beneficial and welfare legislation. It was enacted against the social reality that elderly persons, particularly parents and Senior Citizens, may be subjected to neglect, deprivation and abandonment by those upon whom they had placed their trust and transferred their property. The Act seeks to provide a simple, speedy and inexpensive mechanism for securing their maintenance and welfare.
9. The Hon'ble Supreme Court has repeatedly emphasised that beneficial legislation must receive a purposive construction which advances the object of the legislation. In paragraphs 8 and 9 of ***Urmila Dixit v. Sunil Sharan***,¹ the Supreme Court reiterated that the Act is intended to secure the rights of Senior Citizens and that its provisions must be construed in a manner which advances the remedies contemplated by the legislation.

¹ (2025) 2 SCC 787



10. This Court, therefore, must approach a claim made by a Senior Citizen under Section 23 with sensitivity and must not permit technicalities to defeat a genuine claim for protection and maintenance.
11. However, the principle of beneficial interpretation cannot mean that every transfer of property by a Senior Citizen becomes liable to be cancelled whenever the relationship between the transferor and transferee subsequently deteriorates. Section 23 does not declare every gift made by a Senior Citizen to be revocable. It creates a specific statutory consequence where the conditions prescribed by the provision are satisfied.
12. Thus, while this Court must adopt a liberal and purposive approach in protecting Senior Citizens, it must equally ensure that the statutory conditions are established before the drastic consequence of declaring a completed transfer void is brought into operation.
13. **Scope and Requirements of Section 23(1)**
- 13.1. Section 23(1) applies where a Senior Citizen, after commencement of the Act, has



CNR: KAHC010287682026

transferred his or her property by way of gift or otherwise subject to the condition that the transferee shall provide the basic amenities and basic physical needs to the transferor, and the transferee thereafter refuses or fails to provide such amenities and physical needs.

13.2. Upon satisfaction of these requirements, the transfer is deemed to have been made by fraud, coercion or undue influence and may, at the option of the transferor, be declared void by the Tribunal.

13.3. The provision thus contains two distinct and cumulative requirements:

13.3.1. First, the transfer must have been made subject to a condition that the transferee would provide the basic amenities and basic physical needs of the Senior Citizen.

13.3.2. Second, the transferee must thereafter have refused or failed to provide those amenities and physical needs.



CNR: KAHC010287682026

- 13.4. The Hon'ble Supreme Court, while considering Section 23 in paragraph 15 of ***Sudesh Chhikara v. Ramti Devi***² and thereafter in ***Urmila Dixit***, has emphasised that a condition of looking after a Senior Citizen is not necessarily attached to every transfer made in favour of a near relative. Where such a condition is alleged, its existence must be established before the Tribunal.
- 13.5. The mere fact that the transferor and transferee are closely related, therefore, cannot by itself establish the statutory condition. Likewise, the mere fact that the transfer was made out of love and affection cannot automatically be treated as a condition that the transferee was legally bound to maintain the transferor.
- 13.6. The Tribunal must consequently examine the actual terms of the transfer, the surrounding circumstances and any other legally admissible material relied upon to establish that the transfer was subject to a maintenance obligation.

² (2024) 14 SCC 225



CNR: KAHC010287682026

14. The Nature of the Earlier Civil Suit

- 14.1. In the present case, Respondent No.3 executed the Gift Deed dated 09.12.2010 in favour of the Petitioner, who is her daughter-in-law.
- 14.2. Respondent No.3 thereafter instituted O.S. No.114/2011 before the competent Civil Court seeking a declaration that the Gift Deed was null and void and that it did not create any right, title or interest in favour of the Petitioner.
- 14.3. The nature of the case pleaded by Respondent No.3 in the civil suit is of considerable significance. The challenge was not merely that the Petitioner had subsequently failed to maintain her. The foundational case was that the Gift Deed itself had not been voluntarily executed by Respondent No.3.
- 14.4. Respondent No.3 contended that she had been deceived as to the nature of the document; that she was informed that the document related to a loan and not a Gift Deed; that she was suffering from fever; that she was not in a position to understand the implications of the



CNR: KAHC010287682026

document; and that the Gift Deed had been obtained from her by fraud.

14.5. In other words, the case before the Civil Court was fundamentally that there was no conscious and voluntary transfer of the property by Respondent No.3 in favour of the Petitioner.

14.6. The Civil Court considered the pleadings and evidence and rejected the case of Respondent No.3. By judgment dated 01.02.2016, the Civil Court upheld the validity of the Gift Deed and rejected the allegation that the document had been obtained by fraud or that Respondent No.3 had failed to understand the nature of the transaction.

14.7. Thus, the finding of the Civil Court was not a mere technical finding regarding registration of the document. The Court adjudicated upon the substantive challenge raised by Respondent No.3 and concluded that the Gift Deed was validly executed.

14.8. The Fundamental Change in the Stand of Respondent No.3



CNR: KAHC010287682026

14.9. The subsequent invocation of Section 23 assumes significance in this background.

14.10. In the civil suit, Respondent No.3's case was essentially:

"I did not knowingly and voluntarily execute this Gift Deed; the document was obtained from me by fraud and misrepresentation."

14.11. In the proceedings under Section 23, however, the case proceeded on an entirely different premise, namely:

"I voluntarily executed the Gift Deed in favour of my daughter-in-law, but I did so on the understanding or condition that my daughter-in-law would maintain and take care of me."

14.12. These two positions are not merely different legal formulations of the same factual case. They proceed on materially different and, in the circumstances of this case, mutually destructive factual premises.



CNR: KAHC010287682026

14.13.The first premise denies a voluntary transfer.

The second premise affirmatively relies upon a voluntary transfer and seeks to attach a condition to that voluntary transfer.

14.14.If the Gift Deed was obtained by fraud and Respondent No.3 did not know that she was executing a Gift Deed, there could obviously be no conscious agreement by her that the transfer was being made subject to an obligation upon the Petitioner to maintain her.

14.15.Conversely, if the Gift Deed was voluntarily executed upon an understanding that the Petitioner would maintain Respondent No.3, that circumstance would materially undermine the factual foundation of the earlier case that Respondent No.3 did not know what document she was executing.

14.16.The Court is conscious that a Senior Citizen may, in a particular case, have pursued an inappropriate remedy or may have been wrongly advised. However, that explanation cannot automatically erase the evidentiary and legal consequences of the earlier proceedings, particularly where the earlier case was



CNR: KAHC010287682026

adjudicated after evidence was led and the Civil Court recorded a finding upholding the validity of the document.

14.17. A beneficial statute cannot be utilised to permit a party to successively advance fundamentally inconsistent factual cases merely because the first case did not succeed.

14.18. The principle is not that the institution of a civil suit, by itself, permanently bars a Senior Citizen from invoking Section 23. Such a proposition would be too broad. A subsequent proceeding may well be maintainable where it is founded upon a distinct statutory cause of action arising from the failure of the transferee to discharge a maintenance obligation.

14.19. The difficulty in the present case arises because the subsequent proceedings do not merely assert a distinct subsequent failure. They seek to establish the very foundation of Section 23 by relying upon a voluntary transfer coupled with a maintenance condition, notwithstanding the fact that the Senior Citizen had earlier founded her civil action upon the assertion that



CNR: KAHC010287682026

**NC: 2026:KHC:45140
WP No. 12878 of 2026**

she had not voluntarily executed the transfer at all.

15. The Effect of the Civil Court's Judgment

15.1. The finding of the Civil Court upholding the Gift Deed could not have been ignored by the Tribunal.

15.2. Section 23 undoubtedly creates a special statutory remedy. However, that remedy does not authorise the Tribunal to disregard findings which have already been conclusively recorded by a competent Civil Court in proceedings between the same parties.

15.3. If the validity of the Gift Deed has already been adjudicated upon, the Tribunal cannot proceed on the assumption that the Gift Deed was procured by fraud, coercion or undue influence. Section 23 creates a statutory deeming consequence where its own conditions are satisfied; it is not a general power to reopen every concluded finding regarding a transfer.

15.4. The Tribunal was, therefore, required to begin with the factual position that the Gift Deed had



CNR: KAHC010287682026

been upheld by the Civil Court and then determine whether, independently of the question of its validity, the statutory ingredients of Section 23 were established.

15.5. In particular, the Tribunal was required to determine:

15.5.1. whether the Gift Deed was subject to a condition that the Petitioner would provide basic amenities and basic physical needs to Respondent No.3;

15.5.2. whether such condition is contained in the Gift Deed itself or established by other legally admissible material;

15.5.3. whether the Petitioner had refused or failed to provide such amenities or physical needs;

15.5.4. whether the alleged failure was subsequent to the transfer and constituted the statutory failure contemplated by Section 23; and

15.5.5. whether, on the basis of the established facts, the statutory consequence



CNR: KAHC010287682026

NC: 2026:KHC:45140
WP No. 12878 of 2026

contemplated by Section 23 ought to follow.

15.6. The impugned order does not undertake this exercise in the manner required.

16. The Daughter-in-Law Aspect

16.1. The argument that the Petitioner is not a “child” within Section 2(a) of the Act requires some qualification.

16.2. Section 2(a) defines “children” as including son, daughter, grandson and granddaughter, but does not include a minor. A daughter-in-law is not included within that definition.

16.3. However, this fact by itself cannot be treated as an absolute bar to the application of Section 23(1), because Section 23(1) is concerned with the transferee and does not expressly confine its operation to a transferee who is a “child”.

16.4. Therefore, the correct legal position is not that Section 23 can never operate against a daughter-in-law. Rather, where the transferee is a daughter-in-law, the Tribunal must still establish the statutory ingredients of Section



CNR: KAHC010287682026

23, particularly the existence of a condition attached to the transfer requiring her to provide the basic amenities and basic physical needs of the transferor.

16.5. In the present case, no such express condition has been identified in the Gift Deed. Nor has any independent contemporaneous material been identified which establishes that the transfer was made subject to such a condition.

16.6. Consequently, the fact that the Petitioner is the daughter-in-law assumes significance not as an independent statutory exclusion, but because no statutory or contractual source of an obligation upon the Petitioner to maintain Respondent No.3 has otherwise been established.

17. Effect of the Death of the Son

17.1. The son of Respondent No.3, who was the husband of the Petitioner, subsequently died in the year 2022.

17.2. The death of the son cannot, by itself, create a fresh statutory obligation upon the Petitioner



CNR: KAHC010287682026

under Section 23. The rights and obligations arising under Section 23 must be determined with reference to the transfer and the conditions attached thereto.

17.3. If the Gift Deed itself did not impose an obligation upon the Petitioner to maintain Respondent No.3, such obligation cannot be created merely because the Petitioner's husband, who was the son of Respondent No.3, subsequently died.

17.4. The subsequent change in the family circumstances may undoubtedly be relevant to any other remedy which Respondent No.3 may have in law. But the Tribunal exercising jurisdiction under Section 23 cannot create an obligation which does not arise from the statutory requirements of that provision or from the terms of the transfer.

17.5. If there was an obligation to maintain which had been imposed under the Gift deed, the death of the husband of the Petitioner would make no difference; she would continue to be responsible for such maintenance.



18. Distinction Between Maintenance Proceedings and Cancellation of Transfer

- 18.1. There is also a conceptual distinction between a proceeding seeking maintenance and a proceeding under Section 23 seeking to affect the validity of a transfer of property.
- 18.2. The Act separately provides mechanisms for securing maintenance. Section 4 recognises the entitlement of a Senior Citizen who is unable to maintain himself or herself from his or her own earnings or property to seek maintenance from the persons specified therein.
- 18.3. Section 23, on the other hand, has a narrower and distinct statutory consequence. It concerns a transfer of property which was made subject to a maintenance condition and where the transferee subsequently refuses or fails to provide the required amenities and physical needs.
- 18.4. Therefore, the fact that Respondent No.3 may presently require care or maintenance does not



CNR: KAHC010287682026

**NC: 2026:KHC:45140
WP No. 12878 of 2026**

automatically establish a case for cancellation or alteration of the Gift Deed under Section 23.

18.5. The Tribunal must not confuse the general entitlement of a Senior Citizen to maintenance and welfare with the specific statutory conditions for declaring a property transfer void under Section 23.

19. Abuse of the Statutory Remedy

19.1. The Court is conscious that the expression “abuse” must be used with caution when dealing with a Senior Citizen seeking statutory protection. Nevertheless, the Court is also required to ensure that a beneficial provision is not used in a manner which defeats the legal rights of another person or undermines the finality of judicial adjudication.

19.2. The present case is particularly significant because Respondent No.3 first asserted that she had never knowingly and voluntarily executed the Gift Deed and sought its cancellation on that basis. Having failed to establish that case before the Civil Court, she thereafter sought to sustain proceedings under



CNR: KAHC010287682026

Section 23 upon the premise that she had voluntarily executed the Gift Deed subject to a condition of maintenance.

19.3. The Court cannot ignore this fundamental change in the factual case.

19.4. If such a course were permitted without strict scrutiny, a failed challenge to a transfer could thereafter be converted into a Section 23 proceeding by simply altering the factual foundation of the claim from "the transfer was not voluntary" to "the transfer was voluntary but conditional".

19.5. Such an approach would have the effect of permitting successive proceedings to achieve indirectly what could not be achieved directly in the earlier civil litigation.

19.6. The beneficial purpose of the Act cannot be extended to such an extent that the finality of a judicial determination is rendered illusory.

20. Duty of the Tribunal in Cases under Section 23



CNR: KAHC010287682026

20.1. A Tribunal exercising jurisdiction under Section 23 is not required to mechanically accept the assertion of a Senior Citizen merely because the applicant is elderly or because the legislation is beneficial.

20.2. The Tribunal must undertake a structured enquiry:

20.2.1. What property was transferred?

20.2.2. When was it transferred?

20.2.3. Who was the transferee?

20.2.4. What were the terms of the transfer?

20.2.5. Was the transfer expressly or otherwise demonstrably subject to a condition that the transferee would provide the basic amenities and basic physical needs of the transferor?

20.2.6. What exactly were those obligations?

20.2.7. What evidence establishes the existence of those obligations?



CNR: KAHC010287682026

20.2.8. What subsequent conduct constitutes refusal or failure to discharge them?

20.2.9. Has any competent Civil Court already adjudicated upon the validity or nature of the transfer?

20.2.10. If so, what findings were recorded, and what is the effect of those findings on the Section 23 proceeding?

20.2.11. And such other matters as the facts of each case require.

20.3. Such an enquiry is particularly necessary where the parties have already litigated before a Civil Court concerning the very same transfer.

20.4. The Tribunal cannot simply proceed on the basis that the applicant is a Senior Citizen and that the transferee has failed to establish that she has maintained the applicant. The statutory jurisdiction must first be shown to exist on the facts.



21. Application of the Principles to the Present Case

21.1. Applying the above principles to the facts of the present case, the following circumstances emerge:

21.1.1. First, Respondent No.3 executed the Gift Deed dated 09.12.2010 in favour of the Petitioner.

21.1.2. Second, Respondent No.3 thereafter challenged the Gift Deed before the Civil Court, specifically alleging fraud, misrepresentation and want of knowledge regarding the nature of the document.

21.1.3. Third, the Civil Court, after adjudication, rejected those allegations and upheld the validity of the Gift Deed by judgment dated 01.02.2016.

21.1.4. Fourth, the subsequent proceedings under Section 23 proceeded on the substantially different premise that the Gift Deed had been voluntarily executed subject to an obligation upon the Petitioner to maintain Respondent No.3.



CNR: KAHC010287682026

21.1.5. Fifth, the clause relied upon from the Gift Deed does not expressly impose an obligation upon the Petitioner to provide maintenance or basic physical needs to Respondent No.3.

21.1.6. Sixth, there is no identified contemporaneous document comparable to the undertaking considered by the Supreme Court in ***Urmila Dixit*** which independently establishes such a condition.

21.1.7. Seventh, the Tribunal has not recorded a specific finding identifying the maintenance condition, its source, its contents and the precise manner in which the Petitioner refused or failed to discharge it.

21.1.8. Eighth, the subsequent death of the Petitioner's husband cannot, by itself, create an obligation under Section 23 which did not arise from the Gift Deed or the statute.



CNR: KAHC010287682026

21.2. In these circumstances, the essential ingredients of Section 23(1) have not been established.

21.3. The Court is not holding that a Senior Citizen who has once instituted a civil proceeding can, in no circumstances, invoke Section 23. Such a proposition would be inconsistent with the independent statutory remedy created by the Act.

21.4. The finding is confined to the peculiar facts of the present case, where the earlier civil suit was founded upon the assertion that the Gift Deed itself was not voluntarily executed and had been obtained by fraud, that assertion was rejected after adjudication, and the subsequent Section 23 proceeding rests upon the opposite premise of a voluntary transfer subject to an alleged maintenance condition which is not borne out by the terms of the Gift Deed.

21.5. The Court is equally not holding that a condition of maintenance must invariably be expressed in a particular form or in any prescribed words. A condition may, depending upon the facts, be established from the terms of the instrument



CNR: KAHC010287682026

NC: 2026:KHC:45140
WP No. 12878 of 2026

read with contemporaneous documents and surrounding circumstances. The Hon'ble Supreme Court has itself accepted that the beneficial nature of the legislation requires the statutory conditions to be interpreted purposively rather than with undue technicality.

21.6. What is absent in the present case is not merely a particular phrase in the Gift Deed, but credible material establishing that the transfer was subject to an obligation upon the Petitioner to provide the basic amenities and basic physical needs of Respondent No.3.

21.7. The expression "love and affection" appearing in the Gift Deed cannot, without more, be transformed into a statutory maintenance condition. To do so would amount to rewriting the terms of the transfer and supplying an obligation which the parties themselves did not record.

21.8. The Tribunal has, therefore, erred in treating the status of Respondent No.3 as a Senior Citizen as sufficient to sustain the proceedings without first establishing the foundational requirements of Section 23.



CNR: KAHC010287682026

22. Conclusion

22.1. The Act undoubtedly requires the Courts and Tribunals to protect Senior Citizens from neglect, exploitation and deprivation. That obligation is unquestionable. At the same time, the statutory protection must operate within the framework created by Parliament.

22.2. Section 23 provides a powerful remedy because, when its conditions are satisfied, a completed transfer of property may be declared void. Precisely because the consequence is serious, the foundational statutory requirements cannot be dispensed with.

22.3. In the present case, the Gift Deed was upheld by the Civil Court after Respondent No.3's allegation of fraud and want of knowledge was adjudicated upon and rejected. Thereafter, Respondent No.3 adopted a materially different position in the Section 23 proceedings by asserting that the Gift Deed was voluntarily executed subject to a maintenance obligation.

22.4. The Gift Deed, however, does not establish such a condition. The clause relied upon merely



CNR: KAHC010287682026

**NC: 2026:KHC:45140
WP No. 12878 of 2026**

records that the transfer was made out of love and affection. No specific obligation to provide maintenance, residence, food, medical care or other basic physical needs has been identified.

22.5. Further, the Tribunal has not recorded a legally sustainable finding identifying both the existence of the condition and the subsequent refusal or failure of the Petitioner to discharge that condition, which are the two essential requirements of Section 23(1). The Hon'ble Supreme Court has expressly identified these as the necessary ingredients of the provision.

22.6. The fact that the Petitioner is the daughter-in-law is not, by itself, a statutory bar to Section 23(1); however, in the absence of an established maintenance condition attached to the transfer, the relationship cannot be used to supply such a condition.

22.7. The death of the Petitioner's husband in the year 2022 also cannot create a new obligation against the Petitioner under Section 23 which was not imposed by the Gift Deed or otherwise established in accordance with law.



CNR: KAHC010287682026

22.8. Consequently, while this Court remains conscious of the beneficial object of the Act and the need to protect Senior Citizens, the impugned order cannot be sustained on the material presently available.

22.9. The proceedings under Section 23, in the facts of the present case, amount to an impermissible attempt to obtain a statutory consequence on a factual premise materially inconsistent with the case earlier adjudicated by the Civil Court, without establishing the independent statutory ingredients necessary for invoking Section 23.

22.10. The impugned order dated 05.03.2026 is, therefore, liable to be set aside.

22.11. In that view of the matter, looked at from all perspectives, in the present matter, the Assistant Commissioner has not rightly considered the applicable law. As such, this Court passes the following:



CNR: KAHC010287682026

NC: 2026:KHC:45140
WP No. 12878 of 2026

ORDER

- i) The petition is ***allowed***.
- ii) The order dated 05.03.2026 passed by the Assistant Commissioner and Presiding Officer, Maintenance and Welfare of Parents and Protection of life and Property of Senior Citizen Tribunal, in M.A.G (HI.NA.RA) No.29/2025-26 under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, is hereby set aside.

**Sd/-
(SURAJ GOVINDARAJ)
JUDGE**