HC-KAR
CNR: KAHC010752062025

NC: 2026:KHC:58865
WP No. 34895 of 2025

®

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 34895 OF 2025 (GM-RES)

BETWEEN

1. SMT DRAKSHAYINI @ GIRIJA
   AGED ABOUT 46 YEARS
   W/O CHANDRU

2. CHANDRU Y
   AGED ABOUT 56 YEARS
   S/O YELLAPPA

   BOTH ARE RESIDING AT
   2ND MAIN, 7TH CROSS
   VINOBANAGAR
   DAVANAGERE POST, TALUK AND VILLAGE
   DAVANAGERE-577006

... PETITIONERS

(BY SRI. SACHIN B.S., ADVOCATE)

AND

1. ASSISTANT COMMISSIONER AND
   SUB DIVISIONAL MAGISTRATE
   SHIMOGA SUB DIVISION
   SHIMOGA-577201

2. G BAIRAPPA
   AGED ABOUT 75 YEARS
   S/O GANGANNA
   KAMBADAL, HOSUR
   KASABA HOBLI
   BHADRAVATHI TALUK-577301

....RESPONDENTS

(BY SRI. MOHAMMED JAFAR SHAH., AGA FOR R1;
SRI. AZHAR ALI., ADVOCATE FOR R2)

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THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER DATED 08.09.2025 AND 06.10.2025 IN NO. HE NA CR. 02 OF 2025 PASSED BY THE 1ST RESPONDENT AS PER ANNEXURE -A AND B IN THE INTEREST OF JUSTICE AND EQUITY.AND ETC.

THIS WRIT PETITION COMING ON FOR ORDERS AND HAVING BEEN RESERVED FOR ORDERS ON 03.09.2026, THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CAV ORDER

1. The Petitioners are before this Court seeking for the following reliefs:

   A. Quash the impugned order dated 08.09.2025 and 06.10.2025 in No.He Na CR:02 of 2025 passed by the 1st Respondent as per Annexure-A and B in the interest of justice and equity.

   B. Issue any other writ or order or direction which the Hon'ble Court deems fit to grant on the facts and circumstances of the case in the interest of justice and equity.

2. Petitioner No.1 is the daughter of Respondent No.2, Petitioner No.2 is the husband of Petitioner No.1 and thus the son-in-law of Respondent No.2. Respondent No.2 had filed an application under Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as the "**Senior Citizens Act**") before Respondent No.1-

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Assistant Commissioner seeking cancellation of a registered release deed dated 09.01.2025 executed by Respondent No.2 in favour of Petitioner No.1. Respondent No.1 had allowed the same vide its order dated 08.09.2025 and subsequently a correction was made on 06.10.2025. The Petitioners are before this Court challenging the said order.

3. Sri.Sachin.B.S., learned counsel for the Petitioners, contends that:

3.1. Learned counsel for the Petitioners submits that Respondent No. 2 entered into an Agreement of Sale dated 31.07.2023 in favour of Petitioner No. 1 in respect of the property bearing Survey No. 42, measuring 1 acre 30 guntas, situated at Hunasekatte Village, Kasba-2 Hobli, Bhadravathi Taluk, for a total consideration of Rs.17,25,000/. Under the agreement, a sum of Rs.7,25,000/- was paid at the time of its execution, and the balance of Rs.10,00,000/- was agreed to be paid within 6 months of the execution of the Agreement of Sale.

3.2. Learned counsel further submits that Respondent No. 2 subsequently decided not to execute the Sale Deed and instead executed a

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Release Deed, registered on 09.01.2025, in favour of Petitioner No. 1, relinquishing all his rights in the property. He contends that the transaction was for consideration and was not a gratuitous transfer.

3.3. In this regard, he relies on a receipt dated 01.08.2023. His submission is that the sons of Respondent No.2, i.e., the brothers of Petitioner No.1 had received an amount of Rs.17,25,000/- from Petitioner No.1, and had no objection to the said property being settled in favour of Petitioner No.1 under the Will dated 09.08.2023.

3.4. Learned counsel submits that, following the execution of the Release Deed, the name of Petitioner No. 1 was entered in the revenue records and a corresponding entry was made in the Mutation Register. He contends that the Agreement of Sale, the receipt and the Release Deed establish that the transaction was for consideration. However, these documents and the nature of the transaction were not properly considered by the Assistant Commissioner while passing the impugned order.

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3.5. Learned counsel further submits that the Release Deed does not contain any condition requiring Petitioner No. 1 to provide basic amenities or meet the basic needs of Respondent No. 2. He therefore contends that there was no breach of any such condition and that Respondent No. 2 could not have sought cancellation of the Release Deed under Section 23 of the Senior Citizens Act.

3.6. On these grounds, learned counsel contends that the transaction was supported by consideration and that the Assistant Commissioner had no jurisdiction to cancel the Release Deed under Section 23 of the Senior Citizens Act. He submits that the failure to consider the relevant documents and circumstances has resulted in an erroneous order and seeks to have the impugned order set aside.

4. Sri Azhar Ali., learned counsel appearing for Respondent No.2 would submit that:

4.1. Petitioner No. 1 is the daughter of Respondent No. 2, and Petitioner No. 2 is her husband. They took advantage of the age of Respondent

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No. 2 and obtained his signatures on documents prepared by them. It was in these circumstances that Respondent No. 2 was constrained to file an application under Section 23 of the Senior Citizens Act.

4.2. Learned counsel submits that Respondent No. 2 and his wife, Gauramma, who is the mother of Petitioner No. 1, had earlier executed a Will bequeathing the property in favour of Petitioner No. 1. The Will was intended to take effect only after the demise of both Respondent No. 2 and his wife. He further submits that Gauramma had no independent right, title or interest in the property. According to him, the Will was executed on the understanding that Petitioner No. 1 would take care of and maintain her parents during their lifetime.

4.3. Learned counsel further submits that Respondent No. 2 subsequently came to know that mutation entries had been made in the name of Petitioner No. 1. Believing that the entries had been made on the basis of the Will, he filed an application under Section 23 of the Senior Citizens Act seeking cancellation of those

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entries. It was only after Petitioner No. 1 filed her objections and advanced arguments that Respondent No. 2 came to know of the Release Deed and the other documents relied upon by her, namely, the Agreement of Sale and the receipt.

4.4. With regard to the Agreement of Sale dated 31.07.2023, learned counsel submits that it was not genuinely executed by Respondent No. 2 and was prepared by the Petitioners to create a document relating to the property. He further contends that the receipt dated 01.08.2023 produced by Petitioner No. 1 is fabricated, as it refers to a Will dated 09.08.2023, which was allegedly executed after the date of the receipt.

4.5. Learned counsel submits that Respondent No. 2 had signed a blank document and/or that his signatures were forged. According to him, Respondent No. 2 could not have signed a receipt on 01.08.2023 acknowledging a Will dated 09.08.2023, which had not yet been executed. He therefore disputes the genuineness of the receipt.

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4.6. Learned counsel further denies that any consideration was paid by Petitioner No. 1 to Respondent No. 2. He submits that the amount of Rs.7,25,000/- stated to have been paid under the Agreement of Sale was neither paid by Petitioner No. 1 nor received by Respondent No. 2. He also denies that the total amount of Rs.17,25,000, including the balance of Rs.10,00,000, was paid or received. On this basis, he contends that the claim of the Petitioners that the Release Deed was supported by consideration is false.

4.7. Taking these circumstances together, learned counsel submits that the Petitioners' case rests on documents whose genuineness Respondent No. 2 seriously disputes. He denies having executed the Agreement of Sale or the receipt in favour of Petitioner No. 1. He further disputes the Petitioners' claim that the Release Deed was executed after the death of his wife, when there was no one to look after him, and contends that the Petitioners' version cannot be accepted.

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4.8. Learned counsel submits that the Assistant Commissioner considered these aspects while passing the impugned order. According to him, the allegations regarding the execution of the documents, the absence of consideration and the circumstances surrounding the transaction were taken into account while deciding the application filed by Respondent No. 2.

4.9. Learned counsel lastly submits that the impugned order dated 08.09.2025 contained certain errors, which were subsequently corrected by a corrigendum dated 06.10.2025. He contends that the issuance of the corrigendum cannot, by itself, be a ground to interfere with the order. He therefore submits that the Petitioners have not made out a case for interference and that the writ petition is liable to be dismissed.

5. Heard Sri Sachin.B.S., learned counsel appearing for the Petitioner, Sri Mohammed Jafar Shah., learned AGA appearing for Respondent No.1, and Sri Azhar Ali., learned counsel appearing for Respondent No.2. Perused papers.

6. The points that would arise for determination are:

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1. Whether the Release Deed must contain a condition requiring the releasee to take care of the releasor for Section 23 of the Senior Citizens Act to be invoked?

2. Whether, in the present case, the order of the Assistant Commissioner suffers from any infirmity requiring this Court to intercede by setting aside the impugned orders passed by the Assistant Commissioner?

3. What order?

7. This Court answers the above points as follows:

8. ***Answer to point No.1: Whether the Release Deed must contain a condition requiring the releasee to take care of the releasor for Section 23 of the Senior Citizens Act to be invoked?***

8.1. In ***Sri Venkataiah v. State of Karnataka*** [W.P. No. 13313 of 2025], this Court, after considering various decisions of the Hon'ble Supreme Court and this Court, held that the absence of an express condition in a transfer document requiring the transferee to maintain the transferor does not, by itself, prevent the Assistant Commissioner from exercising

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jurisdiction under Section 23 of the Senior Citizens Act.

8.2. The relevant consideration is whether the transfer was made subject to an understanding or agreement that the transferee would provide for the senior citizen and whether such an understanding is specifically pleaded in the application filed under Section 23 of the Act. Therefore, the absence of such a condition in the document of transfer cannot, by itself, be treated as conclusive against the senior citizen.

8.3. In the present case, Respondent No. 2 was about 74 years old at the time of execution of the Release Deed. His wife had predeceased him, and their two sons and one daughter were all married. The material circumstances surrounding the property and the execution of the Release Deed must, therefore, be considered while examining the claim made by Respondent No. 2.

8.4. The records indicate that a partition of the properties took place on 06.09.2023. However, the subject property, bearing Survey No. 42 of Hunasekatte Village, was not included in the

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said partition. Further, under the Relinquishment Deed dated 06.09.2023, the sons relinquished their rights in the subject property in favour of Respondent No. 2 and his wife. Consequently, the sons did not retain any right in the said property under that deed. These circumstances are relevant because the subject property remained with Respondent No. 2 and his wife and, on the material placed before this Court, appears to have been an important source of support for them during their old age.

8.5. In this background, the contention of Respondent No. 2 that the Release Deed was executed on the understanding or expectation that Petitioner No. 1 would take care of him in his old age cannot be rejected merely on the ground that the Release Deed does not expressly impose such an obligation on Petitioner No. 1. The nature of the transaction, the age and circumstances of Respondent No. 2, the position of the subject property and the specific averments made in the application filed under Section 23 of the Senior Citizens Act are all relevant to the consideration of his claim.

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The absence of an express stipulation in the Release Deed does not, by itself, disprove the alleged understanding between the parties.

8.6. It is necessary to distinguish between the existence of an express condition in the transfer document and the existence of an understanding or agreement forming the basis of the transfer. Section 23 of the Senior Citizens Act cannot be applied or excluded solely by looking at whether the document contains a specific clause requiring the transferee to maintain the transferor. Where the senior citizen specifically alleges that the transfer was made on the understanding that the transferee would provide for his needs, the Assistant Commissioner is required to examine that claim in the light of the pleadings and the surrounding circumstances. The absence of an express condition in the document does not, by itself, deprive the authority of jurisdiction to consider the application.

8.7. In view of the principles laid down in ***Sri Venkataiah*** and the circumstances pleaded by Respondent No. 2 in the present case, the

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objection that the Release Deed contains no condition requiring Petitioner No. 1 to maintain Respondent No. 2 cannot, by itself, defeat the proceedings under Section 23 of the Senior Citizens Act. The specific assertion that the transfer was made on the understanding that Petitioner No. 1 would look after Respondent No. 2 in his old age is required to be considered in accordance with law.

8.8. Accordingly, this Court answers point No. 1 by holding that an express condition in the Release Deed requiring the releasee to maintain the releasor is not, by itself, a prerequisite for invoking Section 23 of the Senior Citizens Act. Where the application specifically alleges that the transfer was made subject to an understanding or agreement that the transferee would take care of the senior citizen, the absence of such a condition in the document does not bar the Assistant Commissioner from examining the claim under the said provision.

9. ***<u>Answer to point No.2:</u> Whether, in the present case, the order of the Assistant Commissioner suffers from any infirmity requiring this Court***

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to intercede by setting aside the impugned orders passed by the Assistant Commissioner?

9.1. The rival contentions and the documents relied upon by the parties have to be examined in the context of the circumstances in which the Release Deed came to be executed. Respondent No. 2 contends that a joint Will had been executed in favour of Petitioner No. 1, under which she was to acquire rights over the subject property only after the demise of both Respondent No. 2 and his wife. The relevant averments made by Respondent No. 2 in his application under Section 23 of the Senior Citizens Act have not been disputed by the Petitioners.

9.2. This circumstance provides the background against which the subsequent Agreement of Sale and Release Deed must be considered. The issue is not merely whether a Release Deed was executed, but whether the Petitioners have satisfactorily established the nature of the transaction and the alleged payment of consideration on which their claim rests.

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9.3. The Agreement of Sale dated 31.07.2023 is stated to have been executed by Respondent No. 2 and his wife in favour of Petitioner No. 1 in respect of the subject property for a total consideration of Rs.17,25,000/-. According to the agreement, a sum of Rs.7,25,000/- was paid in cash at the time of its execution, while the balance of Rs.10,00,000/- was payable within six months from the date of the agreement. An endorsement dated 06.02.2024, purportedly executed in continuation of the Agreement of Sale, records receipt of the said balance amount in cash as a single lump sum. Respondent No. 2, however, specifically denies having received the alleged advance.

9.4. Since the Petitioners rely on the agreement to contend that the transaction was supported by consideration, the alleged payment assumes significance. In the face of the denial by Respondent No. 2, the Petitioners were required to place material in support of their assertion that the amount had, in fact, been paid.

9.5. The submission of the learned counsel for the Petitioner was that the receipt dated

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01.08.2023 evidences the payment made. Hence, he was called upon to place on record the means for such payment. Despite having been called upon to produce relevant material, the Petitioners have not placed any material on record to demonstrate that they had the financial means or access to funds sufficient to make the alleged payments totalling Rs.17,25,000/-. In the context of the specific denial by Respondent No. 2, the absence of supporting or corroborative material is relevant in assessing the credibility of the Petitioners' claim. The alleged payment therefore remains unsupported by independent material other than the documents whose contents and reliability are themselves disputed.

9.6. The receipt dated 01.08.2023 relied upon by the petitioner must be considered in the context of its contents and the transaction to which it relates. The amount of Rs. 17,25,000/- referred to in the receipt is not in dispute. The learned counsel for the petitioner seeks to rely on the receipt to contend that the brothers of Petitioner No. 1 had received the said amount from Petitioner No. 1 on 01.08.2023 and that,

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since the payment had been made by the petitioners, the release executed subsequently by Respondent No. 2 is valid. The receipt, stated to have been executed on 01.08.2023, refers to a Will dated 09.08.2023. The receipt could not have been executed on 01.08.2023 while referring to a Will that was executed subsequently. The receipt is, therefore, a doubtful document and cannot be relied upon by this Court.

9.7. Even otherwise, the receipt does not refer to any amount having been received by Respondent No. 2. The receipt refers to an amount received by the brothers of Petitioner No. 1. Hence, the consideration, if any, is, even according to the petitioner, alleged to have been paid to the brothers and not to Respondent No. 2 or their mother. The siblings cannot enter into a transaction or arrangement among themselves for the purposes of dividing the property of Respondent No. 2 and impose an obligation on Respondent No. 2 to execute a Release Deed in favour of the Petitioner. Thus, the consideration, if any, paid to the brothers cannot constitute consideration received by

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Respondent No. 2 so as to take the transaction out of the purview of Section 23 of the Senior Citizens Act.

9.8. Another circumstance that needs to be taken into consideration is the fact that the Agreement of Sale dated 31.07.2023 records payment of Rs.7,25,000/- and provides for payment of the balance of Rs.10,00,000/- within six months. The receipt executed the very next day i.e., on 01.08.2023, on the other hand, refers to the entire amount of Rs.17,25,000/- in connection with the relinquishment of rights by the brothers of Petitioner No.1 in favour of Respondent No.2 and his wife. The endorsement dated 06.02.2024 on the Agreement of Sale subsequently records receipt of the balance amount of Rs.10,00,000/- by Respondent No.2, both of which contradict each other. The relationship between the transaction referred to in the receipt and the Agreement of Sale, and the circumstances in which the entire consideration came to be recorded as paid in the receipt before the endorsement recording payment of the balance amount, have not been

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satisfactorily explained. Respondent No.2 denies receipt of the consideration and disputes the genuineness of the Agreement of Sale. In these circumstances, the receipt and the endorsement must be assessed in the context of their respective contents and the other material on record; neither can, in isolation, be treated as conclusive proof that the consideration under the Agreement of Sale was paid to Respondent No.2.

9.9. These circumstances are also relevant to the Petitioners' contention that the Release Deed was voluntarily executed by Respondent No. 2. The mere production of a document bearing his signature does not, in the face of the specific objections raised, resolve the dispute regarding the circumstances in which the transaction took place or establish that the consideration claimed by the Petitioners was paid. Respondent No. 2 has disputed both the alleged payment and the reliability of the documents relied upon by the Petitioners. In these circumstances, the documents cannot be treated as conclusive proof of the Petitioners'

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version merely because they have been produced in support of their claim.

9.10. The Court is conscious that the absence of evidence regarding financial capacity, by itself, does not necessarily establish that a cash payment was never made. Similarly, an inconsistency in a document must be assessed in the context of the other material available. In the present case, however, the conclusion does not rest on any single omission or discrepancy. The discrepancy between the receipt and the Agreement of Sale regarding payment of the entire consideration, and the circumstances surrounding the reference to the Will must be considered cumulatively. The endorsement dated 06.02.2024 recording receipt of the balance amount has also been considered; however, in the face of the dispute regarding the transaction and the denial of payment by Respondent No.2, its existence does not, by itself, resolve the doubts arising from the other circumstances on record. The Petitioners have not placed sufficient material to dispel those doubts.

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9.11. In the light of the foregoing, the Petitioners have not demonstrated that the order passed by the Assistant Commissioner suffers from an infirmity warranting interference by this Court. The material discrepancies in the documents and the absence of satisfactory supporting material regarding the alleged payment provide a sufficient basis to reject the Petitioners' contention that the transaction must be accepted as one supported by the consideration claimed by them. The Petitioners have therefore failed to establish a ground for setting aside the impugned order.

9.12. Accordingly, Point No. 2 is answered by holding that the Petitioners have not made out a case for interference with the order passed by the Assistant Commissioner.

9.13. The circumstances of the present case also bring into focus the difficulties that may arise when senior citizens transfer or relinquish property during their lifetime, particularly in circumstances where their future financial security and care may depend upon family members. Respondent No. 2, stated to be

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about 74-75 years old, has approached the statutory authority and this Court alleging that the documents relied upon by the Petitioners do not reflect the true nature of the transaction and that the alleged consideration was not paid. The discrepancies discussed above lend weight to the objections raised by Respondent No. 2. It is a matter of concern that disputes of this nature, involving parents and their own children, should arise in circumstances where an elderly parent considers it necessary to seek legal protection for his property and interests.

9.14. At the same time, every transfer of property by a parent in favour of a child cannot be presumed to be improper, nor can a family dispute be viewed with suspicion merely because of the relationship between the parties. Each case must be decided on its own facts and on the material placed before the competent authority. However, where a senior citizen alleges that a transfer has left them vulnerable and the documents relied upon to establish the transaction contain material and unexplained inconsistencies, those circumstances warrant careful scrutiny. The protective purpose of the

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Senior Citizens Act must be given due effect, while ensuring that the rights and contentions of all parties are considered in accordance with law.

9.15. The present case also underscores the need for caution when purchasing property in the names of children or transferring property to them during one's lifetime, particularly where the property constitutes the principal source of livelihood, residence or financial security. Where a senior citizen intends a transfer to be accompanied by an obligation to provide maintenance or care, it would be prudent to record that obligation clearly in the relevant document and specify, as far as practicable, the nature of the support expected. The transferor should also consider whether sufficient property or financial resources are being retained to meet future needs. Such precautions may help reduce the risk of disputes and provide greater clarity regarding the parties' respective obligations.

9.16. The responsibility for preventing such disputes, however, cannot rest solely upon senior

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citizens. The circumstances also call for attention to the manner in which documents executed by elderly persons are presented for registration. The registering authorities, including Sub-Registrars, must discharge their statutory duties with due diligence and in accordance with the Registration Act, 1908, and the applicable rules. Within the scope of their lawful powers and procedures, registering authorities should take appropriate care to ensure that an executant understands the nature and legal effect of the document and that the applicable registration requirements are satisfied. Such care is particularly important where a document involves the transfer or relinquishment of substantial property of a senior citizen in favour of close relatives.

9.17. At the same time, the role of a registering authority must remain within the limits of its statutory jurisdiction. Registration cannot be treated as a substitute for an informed and voluntary decision by the executant; equally, a registering authority cannot be expected to adjudicate disputed questions of title or determine the truth of every allegation

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concerning a family transaction beyond the powers conferred upon it by law. The objective should be to ensure compliance with the applicable legal requirements, to promote informed execution of documents and to reduce the possibility of elderly persons being misled about the consequences of transactions affecting their property.

9.18. The increasing number of disputes in which senior citizens allege that they have been deprived of property or left without adequate support by members of their own families calls for serious attention. The responsibility of children towards their parents is not merely a matter of family sentiment; the law also recognises the need to protect the life, dignity and security of senior citizens. While the allegations in each case must be tested against the pleadings and evidence, property transactions within families should not result in senior citizens being left without the means necessary for a dignified life.

9.19. The Maintenance and Welfare of Parents and Senior Citizens Act, 2007, provides a statutory

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framework for the maintenance and welfare of parents and senior citizens. In view of the concerns arising in cases of this nature, the State Government may consider whether the existing safeguards under the Act are being effectively implemented and whether further measures, consistent with the Act and other applicable laws, are necessary to strengthen awareness and protection. Such consideration would fall within the State Government's statutory and policy-making functions.

9.20. In particular, the State Government may consider appropriate measures to create awareness among senior citizens about the legal consequences of transferring or relinquishing property during their lifetime. Such awareness may address the importance of understanding the nature and effect of documents before execution, the desirability of recording any intended obligation to provide maintenance or care, the risks of transferring the principal source of livelihood or security, and the remedies available under the law if the transfer results in deprivation of maintenance or support.

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9.21. The State Government may also examine whether administrative guidelines, consistent with the Registration Act, 1908, and the applicable rules, would assist registering authorities in dealing with documents executed by senior citizens, particularly where substantial property is transferred or relinquished in favour of close relatives. The objective should be to promote informed and voluntary execution, to ensure compliance with applicable registration requirements and to identify appropriate steps that may lawfully be taken where genuine concerns arise regarding an executant's understanding or consent.

9.22. The State Government may also consider whether coordination among registering authorities, authorities exercising powers under the Senior Citizens Act and agencies entrusted with the welfare of senior citizens could facilitate timely information and assistance in appropriate cases. Public awareness regarding maintenance rights, statutory remedies and the consequences of transferring property during one's lifetime may also advance the protective purpose of the Act. These matters are left to

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the State Government for consideration in accordance with law and within the scope of its statutory and policy-making powers.

9.23. The observations in the preceding paragraphs are intended to draw attention to the broader concerns that arise when senior citizens transfer property in circumstances where their future security may depend upon the support of family members. They do not alter the statutory powers or duties of any authority, nor do they determine any issue beyond what is necessary for the disposal of the present writ petition.

9.24. For the reasons discussed above, the Petitioners have failed to establish that the order passed by the Assistant Commissioner suffers from any infirmity warranting interference by this Court. Point No. 2 is accordingly answered against the Petitioners. The writ petition is liable to be dismissed.

10. **Answer to point No.3: What order?**

10.1. In view of the answers of this Court to points No.1 and 2, this Court passes the following:

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ORDER

i. No grounds being made out, the petition stands ***dismissed.***

ii. In terms of the judgment of the Hon'ble Apex Court in ***RBANMS Educational Institution v. B. Gunashekar & Another*** [2025 INSC 490], wherein the Hon'ble Supreme Court has directed Courts to refer matters in which a claim has been made that substantial sums of cash have been paid, to the Income Tax Department. The present matter is thus referred to the Chief Commissioner, Income Tax Department.

iii. The Registrar (Judicial) shall forward a copy of the entire file, along with this order, to the Chief Commissioner, Income Tax, Karnataka, for such action as may be deemed necessary in terms of the decision of the Hon'ble Apex Court in ***RBANMS Educational Institution.***

This Court has been assisted by Ms. Harshada R.B, Law Clerk, in reviewing this judgement.

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