



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(105)

CWP No. 8075 of 2025

Date of Decision : 01.04.2025

Taljit Singh

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Ms. Arzoo Modi, Advocate and
Mohd. Yousaf, Advocate for the petitioner.

Harsimran Singh Sethi J. (Oral)

1. In the present petition, the challenge is to the order dated 21.02.2024 (Annexure P-8) passed by the Tribunal envisaged under The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as '2007 Act') as well as the order dated 30.01.2025 (Annexure P-10) passed by the appellate authority envisaged under 2007 Act by which, the land transferred by the respondent No. 4-senior citizen in favour of the petitioner has been cancelled by treating the same to be fraud and a finding has been recorded that the petitioner has failed to maintain the senior citizen.

2. Learned counsel for the petitioner argues that the land in question was transferred to the petitioner on the basis of a compromise which was entered into between the parties in respect of the proceedings initiated against the respondent No. 4-father by way of an FIR No. 138 dated



16.10.2016 registered under Sections 323, 341 IPC at Police Station Taji Rat Hind, Sadar, Malerkotla. Learned counsel for the petitioner submits that once the said land is transferred on the basis of compromise, the same cannot be claimed back under the provisions of 2007 Act.

3. I have heard learned counsel for the petitioner and have gone through the record with her able assistance.

4. It may be noticed that the petitioner and his wife got an FIR registered against respondent No. 4-senior citizen being FIR No. 138 dated 16.10.2016 registered under Sections 323, 341 IPC at Police Station Taji Rat Hind, Sadar, Malerkotla, wherein, certain allegations were alleged against the father/senior citizen and on the basis of the compromise entered, the respondent No. 4-senior citizen was required to transfer the land in favour of the petitioner. This fact clearly go to show that the land which was transferred by the father/senior citizen, was not voluntarily but coercive only due to the registration of an FIR against him at the hands of the petitioner and his wife. Further, it has also come on record that the petitioner is not maintaining his senior citizen/father.

5. With regard to the argument of learned counsel for the petitioner that once the land in question was transferred on the basis of the compromise, the petitioner was not required to maintain the senior citizen and, therefore, Section 23 of 2007 Act could not have been invoked by the respondent No. 4-father, it may be noticed that once the land has been transferred by way of family settlement, it becomes the duty of the son to maintain the father/senior citizen.



6. As per the judgment of the Hon'ble Supreme Court of India in Civil Appeal No. 174 of 2021 titled as ***Sudesh Chhikara Vs. Ramti Devi and another***, decided on 06.12.2022, the non-maintenance of the senior citizen is must but the same has to be proved by the senior citizen that he/she is not being maintained. The relevant paragraph of the said judgment is as under :-

“13. 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.

14. 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.”

7. In the present case, the stand of the petitioner is that once the land was transferred on the basis of the compromise which was entered into between the senior citizen and the petitioner after the registration of an FIR by the wife of the petitioner against her father-in-law (Respondent No. 4) i.e. father of the petitioner-Taljit Singh, he was not required to maintain the senior citizen, the fact clearly shows that the senior citizen is not being maintained hence, the senior citizen is within his right to claim the transfer as a fraud under 2007 Act even if the said transfer was on the basis of compromise between the parties, especially when the compromise was coercive keeping in view the FIR registered against the senior citizen.

9. No ground is made out for any interference by this Court in the present petition.

10. Dismissed.

April 01, 2025
kanchan

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : No