

2025:PHHC:141054



CWP-12664-2023 (O&amp;M)

[209] IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CWP-12664-2023 (O&M)  
Date of Decision : 13.10.2025

Chattan Singh

...Petitioner

**versus**

The Deputy Commissioner-cum-Presiding  
Officer, Maintenance Appellate Tribunal,  
Mohali, District Mohali and others

....Respondents

Coram : **HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Amarjit Singh Virk, Advocate for the petitioner.  
Dr. Dharminder S. Lamba, Addl. A.G., Punjab.  
Mr. Jasbir Singh Mahri, Advocate for respondent No.3.  
Mr. Sanjeev K. Sharma, Advocate for respondent No.4.  
Mr. Tajeshwar Singh Sullar, Advocate for respondent No. 5.

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**KULDEEP TIWARI, J. (ORAL)**

[1] Respective replies on behalf of respondent Nos.3 to 5 have been filed in Court today. The same are taken on record. Copies thereof, have been supplied to learned counsel for the petitioner.

[2] The instant matter, is yet another example where the family property dispute is sought to be settled, by invocations of provision of Section 23 of the Maintenance & Welfare of Parents & Senior Citizens Act, 2007 (hereinafter referred to as '*the Act of 2007*').

[3] Recently, the petitioner, who is a senior citizen filed an application before the Maintenance Tribunal concerned, wherethrough, he sought cancellation of transfer deed bearing Wasika No.4352 dated 09.01.2017, and for restorations of land in its original form with the

2025:PHHC:141054



CWP-12664-2023 (O&amp;M)

petitioner. The application (supra) was allowed by the Maintenance Tribunal through order dated 24.03.2022. This verdict was not challenged by respondent Nos.3 & 4, but it only challenged by respondent No.5-Kamalpreet Singh, by filing a statutory appeal under Section 16 of the Act of 2007. The said appeal was allowed, as the learned Appellate Authority concerned, has set aside the order passed by the learned Maintenance Tribunal, and by drawing a verdict dated 25.05.2022, remanded the *lis* to the learned Maintenance Tribunal, to adjudicate the issue afresh. Post the remand order, the Maintenance Tribunal decided the matter afresh, and thereupon, though the prayer of the petitioner with regard to cancellation of transfer deed was rejected, however, learned Maintenance Tribunal, came to a finding that the petitioner is entitle for maintenance to the extent of Rs.24,000/- per month, which is to be paid equally by all three respondents i.e. respondent Nos.3 to 5. The petitioner, while being dis-satisfied with the orders of maintenance, as the petitioner only wanted the cancellation of transfer deed, he preferred a statutory appeal under Section 16 of the Act (supra). However, he remained unsuccessful in the same, as the appeal was finally dismissed vide order dated 29.03.2023. Both the orders dated 30.06.2022, and 29.03.2023, are now put to challenge by filing the instant petition under Article 227 of the Constitution of India.

[4] Learned counsel for the petitioner in an attempt to challenge the impugned orders draws attention of this Court towards the content of the transfer deed, which carries the specific condition that the transfer is subject to the condition that the transferee shall provide basic amenities and needs. He further submits that post the transfer, the respondent stopped maintaining



the petitioner, and therefore, he has no other option but to invoke Section 23 of the Act of 2007. He also submits that it was a positive case of the petitioner before the learned Tribunal, through the applications that the respondents stopped looking after him, and he is unable to afford his medicines, and unable to do his daily chores as per his own wish, and has no other source of income.

[5] He in addition submits that once there is a violation of the conditions of the transfer deed, the learned Tribunal is required to set aside the transfer made, and there was no occasion for the learned Tribunal concerned to grant the maintenance which was never prayed for.

[6] Learned counsel for respondent Nos.3 & 4, submit that the land in question is in possession of respondent No.5, therefore, they are not voluntarily paying the maintenance as imposed upon them by the learned Tribunal. Rather they supported the version of the petitioner to the effect that they are not paying any maintenance, and not serving food to the petitioner as neither they are in possession of the property in question, nor they have derived any income from the same, therefore, they are unable to pay the maintenance. The relevant pleading of respondent Nos.3 & 4 is accepted. Relevant extract of the same is as under:-

*“That it is pertinent to mention here that the petitioner submitted that neither the private respondents are paying any maintenance and nor serving him food, this fact is also admitted, because neither the answering respondent is in possession of the said property given by the petitioner nor he has any income from the same, therefore, he is not liable to pay any maintenance. ”*



[7] Learned counsel for respondent No.4, further submits that respondent No.5, is living at Ambala, and he is not maintaining the senior citizen.

[8] Learned counsel for respondent No.5, opposed the submission made by counsel for the petitioner, and respondent Nos.3 and 4. He submits that in fact, the instant application is filed on behest of Respondent Nos.3 & 4, as they want to settle the property dispute under the garb of senior citizen. The intention behind filing the application is to get the transfer deed cancelled, and thereupon, they will get execute afresh transfer deed in their favour excluding respondent No.5. He also submits that till date, respondent Nos.3 & 4, have not paid the maintenance as fixed by the learned Maintenance Tribunals.

[9] Learned counsel for respondent No.5, further submits that the mischief of Section 23 cannot be invoked merely to settle the *inter se* family property dispute. He in addition submits that respondent Nos.3 & 4 are not paying maintenance to the petitioner with only intention to get the transfer deed in question cancelled so that they can achieve their desire object. He finally submits that his intention to maintain his grand-father, can be very much seen from his conduct, that he is continuously paying his part of maintenance. He further draw attention of this Court towards invoice i.e. Annexure R-1, to submit that he got cataract surgery done of his both grand-parents, which reflects that he is not shirking away his responsibility to maintain them and he still ready to maintain them.

[10] Learned counsels for respondent Nos.3 & 4 submit that they have no objection in case, the land transferred in their favour is cancelled.



2025:PHHC:141054



CWP-12664-2023 (O&amp;M)

[11] This Court has examined the submissions made by the parties concerned.

[12] There is no dispute on the facts that there is a specific recital in the transfer deed that transfer is subject to the condition of maintaining the senior citizen. However, this Court needs to examine as to whether, there is any substance in the application that respondent No.5, has failed in maintaining his grand-parents. In the application, primarily, though there are vague assertion to the effect that the respondents failed to look after the petitioner, but not even a single instance has been pointed out in the application, as to how, and in which manner, respondent No.5, who was earlier maintaining the grand-father, and has now refused to maintain him.

[13] On the basis of this vague pleading, there is no attempt made by the petitioner to substantiate, by bringing on record, any positive evidence to the effect that respondent No.5, used to maintain the petitioner, and has now stopped maintaining. It is also imperative to note the conduct of respondent Nos.3 & 4, they have filed reply, admitting the contents of the applications before the Maintenance Tribunals. Even before this Court, they have maintained a single stand to the effect that the transfer deed should be cancelled, and they have even taken a specific stand to the effect that they do not wish to maintain their grand-father, from whom they got the land transferred. It is a clear case where the *inter se* family property dispute is sought to be settled through invocations of provisions of the Act of 2007, which cannot be the desire object of the Act. This practice needs to be deprecated.

2025:PHHC:141054



CWP-12664-2023 (O&amp;M)

[14] In view of the above facts and circumstances, this Court does not find any substance in the submissions made by counsel for the petitioner, requiring interference of this Court, to cancel the transfer deed, executed in favour of Respondent no.5. However, since respondent Nos.3 & 4 has voluntarily made a statement before this Court that they do not wish to keep the transferred land, and therefore, on account of their statements made before this Court, the land which was transferred through Wasika No.4352, on dated 09.01.2017, in favour of respondent Nos.3 & 4, is ordered to be set aside, and their respective share in the land in dispute shall revert to the petitioner. However, the share of respondent No.5 is ordered to remain as such, furthermore, respondent No.5 is also directed to continue to comply with the award, as awarded by the Maintenance Tribunal, and continue to pay the maintenance of Rs.8000/-, to the petitioner, every month, as assessed by the latter concerned.

[15] This Court has also considered the fact, that the Welfare of the Senior Citizen is important, therefore, since share of respondent Nos.3 & 4, is reverted back to the petitioner, and respondent No.5 is already under the obligation to pay the maintenance, therefore, the Welfare of the petitioner (senior citizen), is well taken care of.

[16] **Disposed of**, accordingly.

**(KULDEEP TIWARI)**  
**JUDGE**

13.10.2025

'R. Sharma'

|                                   |   |               |
|-----------------------------------|---|---------------|
| <i>Whether speaking/ reasoned</i> | : | <i>Yes/No</i> |
| <i>Whether reportable</i>         | : | <i>Yes/No</i> |