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Reneging on Elderly Gifted Property: An Analysis of the TPA and the Senior Citizens Act

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This Article examines the concomitant provisions of the Transfer of Property Act, 1882 of Sections 126 and 31 along with the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 of Section 23(1). Noting the ability of a special legislation to prevail over a general one, the scope of the Senior Citizen Act's provision is assessed to see if it merely denominates specific conditions under which revocation is to take place laying harmoniously with the Transfer of Property Act's provisions or it surpasses the aforesaid completely. To provide such context, the Article analyzes a series of judgments of both legislations to first gauge the express condition rule that follows Sections 126 and 31 of the Transfer of Property Act deducing that when interpreted liberally, even an implied condition is sufficient for Section 23(1) of the Senior Citizens Act to apply which would otherwise be outside the prerogative of the Transfer of Property Act's provisions. Further, this Article assesses the deemed fiction of 'undue influence' when the condition of maintenance of a senior citizen is unfulfilled in conjunction with the power of the applicant to void a gift deed at pleasure under Section 23(1) of the Senior Citizen Act. To this extent the Article finds that this part of the clause in the way it creates a new type of revocation of gift deeds at the option of the doner is unparalleled to that of Section 126 of the Transfer of Property Act that explicitly bars revocation at the will of the doner through the deemed fiction of 'undue influence' et al. This creates a unique situation in the Senior Citizen Act's provision of differentiating itself in operating on a different plane altogether and yet maintaining non-repugnancy to the general legislation's provision of Section 126. Finally, the Article puts forth a recommendation first in the interest of a uniform liberal interpretation of the Senior Citizen Act's provisions horizontally throughout various High Courts, the Act being a remedial statute. The second set of recommendations stem from the learning of the way paradanashin ladies are treated under the Transfer of Property Act's provisions.

Keywords: Senior Citizens, Property Rights, Transfer of Property Act, Remedial Statutes, Maintenance and Welfare of Parents and Senior Citizens Act, Conditional Gifts, Revocation of Gift Deeds

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I. INTRODUCTION

The scheme of the Transfer of Property Act, 1882 ('TPA') in its preamble entails that the legislation is applicable to *inter vivos* transfers and transfers by act of the parties. Thereby excluding testamentary, intestate transfers and also transfers under any other legislations. An instantiation of 'other' legislations being the example of insolvency proceedings, such as under Section 53 of the Transfer of Property Act itself providing for a situation where there may be a conflict in the provisions of the TPA and insolvency proceedings. In that the provisions of TPA won't affect any law relating to insolvency. This shows the non-exhaustive nature of the TPA, furthermore, a situation is also to be noted where a transfer to begin with falls under the TPA but is governed by the provisions of a specific legislation.

As given under Section 2(d) of the TPA except for Section 57 and Chapter IV of the Act in case of TPA being in conflict with any other specific legislation, such specific legislation would prevail the TPA being a general legislation. This was shown in the case of *Mardia Chemicals v. Union of India*² the issue being whether Section 69 of the TPA would govern the English mortgage or the provisions under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. However, the Securitization Act under Section 13 contained a non-obstante clause with reference to Section 69 of TPA. Hence, it was most clear that the TPA being the general law on the subject was overridden by the special enactment of the Securitization Act³.

The underlying principle within this logic being that a special legislation would be given for a well-defined purpose for which the general law should not defeat its objective. One such legislation is the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (MWPSCA) with its purpose being as given in its objective to provide for more effective provisions for the welfare of parents and senior citizens. Under Section 23(1)⁴ of the MWPSCA Act, the provision makes a safeguard for senior citizens who if transferred their property by way of gift or otherwise subject to the condition that the transferee shall provide basic amenities and physical needs, if not provided by the transferee then the transfer of property shall be deemed to have been made by fraud, coercion or under influence and at the

² (2004) 4 SCC 311

³ *ibid*; Para 42

⁴ Section 23(1) of the Maintenance and Welfare of Senior Citizens Act, 2007: Where any senior citizen, who, after the commencement of this Act, has transferred by way of gift or otherwise, his property, subject to the condition that the transferee shall provide basic amenities and basic physical needs to the transferor and such transferee refuses or fails to provide such amenities and physical needs, the said transfer of property shall be deemed to have been made by fraud or coercion or under undue influence and shall at the option of the transferor be declared void by the Tribunal.

option of the transferor is to be declared void.

At first blush this clause seems akin to a conditional gift as imagined under Section 31⁵ of the TPA and moreover it may be seen as a gift that may be suspended or revoked akin to Section 126⁶ of the TPA. Manifestly, Section 23(1) of the MWPSA seems like a provision that enumerates a specific condition, i.e., maintenance of parents or senior citizens or an instantiation of the particular condition (basic amenities) if not fulfilled that may lead to a voided gift deed. However, latently keeping in mind the overriding effect of special legislations over TPA, the extent of the prevailing nature of the section is contemplated by this Article to see the effect of Section 23(1) over provisions of TPA, the scope being limited to the analysis of transfers by gifts. Therefore, this Article attempts at answering whether Section 23(1) of the MWPSA lays harmoniously with the provisions of the TPA just laying out specific conditions or instances of revocation worded differently or if it surpasses the TPA provisions. This is analyzed through case laws in their judicial interpretation of the MWPSA. This is done through first an analysis of the first part of Section 23(1) compared to Sections 126 and 31 of the TPA in perusing conditions to be implied or express. Second, the Article explores the latter part of Section 23(1) of the MWPSA in assessing the link between the ‘undue influence’ and ‘at the option’ parts of the clause in relation to the explicit bar on gift’s that can be revoked ‘at the will’ of a donor under Section 126 of the TPA.

The reasons for analysis of the above-mentioned being two-fold. First If the latter in terms of Section 23(1) of the MWPSA surpasses the TPA provisions, then the extent of this must be analyzed as transfer by way of ‘gifts’ are common-nature in families. Transfers between parents and children through gifts form ground reality. This formulating a significant *de facto* scenario gives the *de jure* situation an augmented importance. Also, since Section 23(1) of the MWPSA includes any transfers by senior citizens and doesn’t limit through its conditions just children or grandchildren of senior citizens, which would mean its application extending to relatives or even strangers not related by blood, even being applicable to foreign

⁵ Section 31 Transfer of Property Act, 1882: Condition that transfer shall cease to have effect in case specified uncertain event happens or does not happen.—Subject to the provisions of section 12, on a transfer of property an interest therein may be created with the condition superadded that it shall cease to exist in case a specified uncertain event shall happen, or in case a specified uncertain event shall not happen.

⁶ Section 126 Transfer of Property Act, 1882: When gift may be suspended or revoked.—The donor and donee may agree that on the happening of any specified event which does not depend on the will of the donor a gift shall be suspended or revoked; but a gift which the parties agree shall be revocable wholly or in part, at the mere will of the donor, is void wholly or in part, as the case may be. A gift may also be revoked in any of the cases (save want or failure of consideration) in which, if it were a contract, it might be rescinded. Save as aforesaid, a gift cannot be revoked. Nothing contained in this section shall be deemed to affect the rights of transferees for consideration without notice.

citizens living in India⁷. Second, to see if the MWPSCA formulates an effective safeguard or entails any significant deviations in effect through Section 23(1) or makes for near redundancy given the existing provisions of the TPA. The point analyzed being if the MWPSCA just makes for a provision that is a means to an end, achieving the same end as Sections 126 and 31 of the TPA.

II. CONDITION TO MAINTAIN: EXPRESS OR IMPLIED

Conditional gifts within TPA are framed under broadly either a condition precedent or a condition subsequent. Sections 126 and 31 of the TPA clearly consider a condition subsequent as for a gift deed to be revoked or ceased respectively an event must happen after the transfer. Further, it can also be implied that this condition made evident in Section 23(1) of the MWPSCA of the donee providing basic amenities and basic physical needs to the donor is a condition subsequent, however it can be said that it is of a continuous nature. For this purpose, a ‘continuous condition’ such as to serve the donor in his lifetime has been deemed valid and once the donor dies, the condition subsequent is said to be performed⁸. This still falls under the scope of the TPA provisions given, as specifications of service and maintenance have been allowed as conditions previously.

The language of Section 126 of the TPA makes clear that the donor and donee both have to agree on the happening of a specified event when a gift may be suspended or revoked. The general rule behind the provision being that a condition must be express and put at the time of the transfer, as such a condition may not be imposed after the gift is absolute⁹. In *Murkipudi Ankamma v. Tummalacheruvu Narsaya*¹⁰ the father gifted his son property and hoped that his son would maintain him well during his lifetime. The Court saw that there was no obligation cast upon the donee as a necessary or essential condition and it was a gift entirely out of love and affection and the reference to maintenance was only a matter of fond wish which is why the court held that in the absence of such a condition, powers of revocation cannot be utilized. Further under Section 31 as well the general rule is that the section requires that the uncertain event should be “*definitely and fully set out*”¹¹.

The difference between an obligation and a wish as contemplated in the *Murkipudi Ankamma*

⁷ Hamina Kang v. District Magistrate (U.T) Chandigarh 2016 SCC OnLine P&H 208

⁸ Chameli v. Naresh Kumar AIR 2010 P&H 55

⁹ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked.

¹⁰ AIR 1947 MAD 127

¹¹ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 31. Condition that transfer shall cease to have effect in case specified uncertain event happens or does not happen

case is encapsulated and explained well in two cases. In *Tila Bewa v. Mana Bewa*¹², the Court held that there is no application of Section 126 where there is a mere wish that the donee should maintain the donor. On the other hand, where there was a clear-cut condition that the donee would serve the donor in old age it would be a valid condition¹³ as per *Chameli v. Naresh Kumar*¹⁴. Therefore, in consonance with the above there is a need for a condition to be laid down under the TPA provisions, in case it is not specifically mentioned then a gift cannot be revoked¹⁵ and it would be an unconditional gift. Similarly, verbatim Section 23(1) of the MWPSA makes way for its application when the property transferred is subject to a condition of maintaining the doner.

The Calcutta High Court on this subject outlined the ingredients of Section 23(1) in *Almas Sk. v. Felujan Bewa*¹⁶:

1. *There must be a transfer by deed of gift or otherwise, and such transfer made by applicant claiming maintenance has to be made effective five (5) years prior to the date of filing the claim application, and obviously after the commencement of the Act.*
2. *The transfer must be conditioned that the transferee shall provide the basic amenities and basic physical needs to the transferor.*
3. *The transferee refuses or fails to provide such amenities and physical needs to the transferor committing breach of the condition of transfer.*

The focal point being the second ingredient, the Calcutta High Court has interpreted the existence of such an express condition strictly. As seen in *Anirban Chakroborty v. State of West Bengal*¹⁷ where a gift was transferred by the respondent's grandfather out of love and affection without any condition it was seen as an absolute gift and the respondent had no responsibility to maintain his grandfather on the grounds of such gift, hence, there was no application of Section 23(1). The interpretation of this case is reminiscent of the *Murkipudi Ankamma* case on Section 126 of TPA discussed above, hence by the Calcutta High Court's tackling of Section 23(1) of the MWPSA to this extent no major deviation is made from the provisions of TPA.

However, other High Courts have taken a different view. The Delhi High Court in *Smt.*

¹² AIR 1962 ORI 130

¹³ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked.

¹⁴ AIR 2010 P&H 55

¹⁵ *Mool Raj v. Jamna Devi* AIR 1995 HP 117

¹⁶ 2019 SCC OnLine Cal 5417

¹⁷ MANU/WB/1188/2019

*Sunita Bhasin v. State of NCT of Delhi*¹⁸, held a view polar apart from the Calcutta High Court's. It was held that any gift executed out of natural love and affection need not have an express stipulation of any condition. It would in fact be implicit that the donee would reciprocate such love and affection and at least provide the basic amenities and meet the physical needs of the donor¹⁹. The Punjab and Haryana High Court took a similar view in *Promil Tomar*²⁰, *Sumesh Anand*²¹, *Mohinder Singh*²² - subsequent to the decision that laid the law – in *Smt. Rakhsha Devi v. Deputy Commissioner-cum-District Magistrate*²³ where the Court interpreted Section 23(1) to find that there was no necessity of a condition for maintenance. Further, in *Radhamandi v. State of Kerala*²⁴ the Kerala High Court was of the view that a condition under Section 23(1) could be implied by the conduct of the parties.

While the Calcutta High Court's interpretation makes no changes in interpretation, the view of the Delhi, Kerala and Punjab & Haryana High Courts by lowering the requirement of there being a condition in a strict sense, in a way to take one by implication, *prima facie* make a significant deviation showing that Section 23(1) of the MWPSA has consequential powers over Sections 126 and 31 of the TPA not making it an empty suit and further making it an able guard to the interests of senior citizens. However, before indulging in a celebratory conclusion, it must be questioned 1) if Section 23(1) of the MWPSA itself led to this conclusion and 2) if Sections 126 or 31 of the TPA are capable of attaining the same outcome.

The answer more or less to the first question in the reading of Section 23(1) of the MWPSA is patchwork. For instance, in a Delhi High Court judgement, the court, even though held that Section 23(1) can be used to provide a recourse to senior citizens even without an express condition, however, this decision came to this conclusion in view of a number of judgements such as *Shabad Khairi v. The State*²⁵ which mandated that the provisions in the MWPSA must be interpreted liberally in aid of senior citizens. The judicial interpretation of rendering a gift deed void if no express condition exists in the case of senior citizens would not be possible without Section 23(1) of the Act. This is because the Court would not be able to interpret Sections 126 or 31 liberally as it does not take into account Article 41 of the Constitution, a Directive Principle of State Policy that requires the state to make provisions

¹⁸ W.P.(C) 13139/2018

¹⁹ W.P.(C) 13139/2018

²⁰ *Promil Tomar v. State of Haryana* 2014 (1) RCR (Civil) 403

²¹ *Sumesh Anand v. Vinod Anand* 2016 (1) RCR (Civil) 278

²² *Mohinder Singh v. Deputy Commissioner-cum-Appellate Tribunal* 2018 SCC OnLine P&H 2171

²³ 2018 (4) RCR (Civil) 2018

²⁴ 2015 (64) RCR (Civil) 702

²⁵ LPA No. 783/2017

for assistance in old age. The only reason that the requirement of such a condition is interpreted liberally by the courts becomes this objective of the MWPSA and by reason of interpreting its provisions liberally, which is why Section 23(1) doesn't seem like an empty shell.

However, coming to the second question, on whether Sections 126 or 31 are capable of taking in an implied condition, the answer is partly affirmative. As seen in *Palla Sanyashi v. Kayitha Guruvulu*²⁶, where a Hindu woman belonging to the Golla community was gifted jewels. After she was widowed, she remarried and as per custom in the Golla community, the woman was to return the jewels upon her remarriage. The Madras High Court upheld this custom and deemed it a condition that is implied even though it was contended that by reason of Section 123²⁷ of the TPA the gift was absolute. Further, as per *Hurrogobind Raha v. Ramrutno*²⁸, service tenures are also seen as gifts with an implied condition of revocation²⁹.

Even though judicially taking in implied conditions within the TPA provisions has been shown to be possible, however, unless the Court borrows from Article 41 of the Indian Constitution in interpretation of the TPA provisions directly then only the same outcome as attained by Section 23(1) of the MWPSA is possible. However, for now, without Section 23(1) of the MWPSA as well as a liberal interpretation given the objective of the MWPSA, chances are still bleak and the probable outcome is strict interpretations like that of the Calcutta High Court or the regular interpretation of Sections 126 or 31 of the TPA.

III. 'UNDUE INFLUENCE' AND 'AT THE OPTION' OF THE TRANSFEROR

Coming to the second limb of analysis, as in *Afsar Sheikh v. Soleman Bibi*³⁰ where the donee out of love and affection transferred property by way of gift to the Plaintiff, the Court saw that it may be revoked as the law as to undue influence in the case of a gift is same as in the case of a contract. This is supplemented by the provision of Section 122 of the TPA that mandates a gift to be transferred voluntarily. Therefore, a deed of gift can be revoked if the deed has been executed under undue influence, or if the donee commits fraud³¹, where such a

²⁶ AIR 1950 Mad 271

²⁷ Section 123, Transfer of Property Act, 1882: For the purpose of making a gift of immovable property, the transfer must be effected by a registered instrument signed by or on behalf of the donor, and attested by at least two witnesses.

²⁸ (1879) ILR 4 Cal 67

²⁹ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked.

³⁰ (1976) 2 SCC 142

³¹ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked; See Balai Chandra Parui v. Durga Bala Dasi AIR 2004 Cal 276

revocation is by rescission³². This being a separate ground for rescission under Section 126 of the TPA, on the other hand, in the case of Section 23(1) of the MWPSA if the condition of maintenance is not met then only the transfer is deemed to have been made by fraud or coercion or under undue influence.

The first observation being that in case of just the ground of undue influence or fraud is to be invoked without the condition criteria being tied into it, Section 126 can be utilized by anyone including senior citizens. Therefore, this not being a ground contemplated under Section 23(1) of the MWPSA, as propounded by the court in *Mahesh Syal v. State of NCT*³³, even in case of a valid transfer, the legislature has provided for deeming a fiction that the transfer would be treated as one which is impregnated with fraud or coercion or undue influence, if, the transferor is in position to establish deprivation of basic amenities and physical abuse.

Further, it is maintained in this Article that under Section 23(1) of the MWPSA, the condition for maintenance if not met that deems the transfer to be under undue influence, coercion or fraud is the connecting link that enables the donee to apply for the transfer to be void at his/her option. This builds a bridge between the two grounds of revocation or suspension of gifts under Section 126 as the grounds of undue influence et al as given in the contract act may be 'voidable'. For instance, if Section 19A of the Indian Contract Act, 1872 is viewed, an agreement is voidable at the option of the party whose consent was so caused. This can be seen as the legislature's intention of avoiding repugnancy with provisions such as Section 126 of the TPA which explicitly bars revocation 'on the will' of the donor in a situation of revocation of a gift³⁴.

As also interpreted in *Almas Sk. v. Felujan Bewa*³⁵, the presence of the word 'and' followed by the words 'at the option of the transferor be declared void by the Tribunal', "*would necessarily construe to mean that legislature intended to put a last check upon the transferor, keeping in view the relationship of the parties to the transfer, providing transferor ultimate discretion to exercise for the last time before urging for cancellation of the transfer, and in that view of the matter to uphold the legislative intendment behind the instant legislation, the word "and" appearing at the last part of Section 23(1) of the Act, 2007 has to be read*

³² Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked.

³³ 2018 SCC OnLine Del 8001

³⁴ *Nanhibai v. Govindrao* 2007 (2) MPLJ 115 (116, 117); *Sheel Arora v. Madan Mohan Bajaj* AIR 2009 (NOC) 333; See *Darashaw J Vakil, Darashaw J Vakil's Commentaries on the Transfer of Property Act*, (5th Edition, LexisNexis, 2017), [126] When gift may be suspended or revoked

³⁵ 2019 SCC OnLine Cal 5417

conjunctively". This means that as opposed to Section 126 of the TPA, Section 23(1) of the MWPSCA in this limb of analysis by making the 'continuous condition' of providing basic amenities, as detailed in the first part of this Article, as the nucleus of this provision, in the case of its non-fulfillment gives the benefit to senior citizens to void a transfer vis-à-vis the fiction of rendering such a transfer as plagued by undue influence et al. This would have not been possible under Section 126 of the TPA as it bars revocation on the will of a donor.

IV. CONCLUDING REMARKS

The deductions being that through judicial interpretations for the most part, Section 23(1) of the MWPSCA clearly surpasses Sections 126 and 31 of the TPA in comprehending an implied 'continuous condition' of maintenance. This was examined from two other angles as well of whether considering the exceptions of customary rules and service tenures an implication is possible under Sections 126 or 31 of the TPA to aid senior citizens the same way, resulting in the debunking of this argument as the TPA came into existence to govern transfer of property between private parties only and is not founded in the objective of the MWPSCA that emanates from a specific problem under the guidance of Article 41 of the Constitution. However, that being the case to the extent of the first part of the provision, for the latter part, the MWPSCA clause does not as such set out to trump Section 126 by placing the option to make the gift deed void in the hands of the applicant where on the other hand, Section 126 explicitly doesn't recognize a transfer that can be revoked at the will of the donor as a 'gift'. Instead, Section 23(1) of the MWPSCA operates on a different plane as it makes room for making a gift deed void at the pleasure of the senior citizen only through the 'undue influence' et al., route. This in fact lays harmoniously with the TPA provisions as under Section 126 also read with Section 122³⁶, 'undue influence' makes a gift deed voidable. Therefore, by linking the 'undue influence' part with the 'at the option' bit Section 23(1) manages to stay non-repugnant to the general rule in the TPA provision as well as creates a niche.

V. RECOMMENDATIONS

Since the special legislation of MWPSCA was enacted in aid of parents and senior citizens keeping in mind Article 41 of the Constitution, it's provisions must be interpreted accordingly bearing in mind the overall objective of the Act, it being a remedial statute. Especially if seen under Hohfeld's lens an 'immunity' is bestowed on the elderly to the

³⁶ Section 122, Transfer of Property Act, 1882: Gift is the transfer of certain existing moveable or immoveable 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.

correlative of creating a ‘disability’ against the recipients, where this ‘power’ exercised by the legislature has the ability to change legal relationships making the rights of senior citizens under Section 23(1) as a right *in rem*³⁷. Recognizing that this is not a right *in personam* in the way the transfer is just between two parties under the TPA is key to interpreting the ‘right’ (strictu sense) of an elderly person where its correlative of ‘liberty’ of the donees/transferees are trumped to the extent of Section 23(1) including an implied condition as opposed to only what was expressly decided while transferring the gift deed in a contract³⁸. While most High courts have interpreted a condition for maintenance as an implied one, the Calcutta High Court is of a similar view to that of the jurisprudence behind Sections 126 and 31 of the TPA. While there has been no Apex Court verdict regarding the same that may help in clarification, it should be remembered that the MWPSA stems out of a constitutional directive and Sections 126 and 31 from the TPA is an Act to govern transfers between private parties where nothing may be imposed on the donees beyond what was specifically agreed to. Therefore, for effective protection of senior citizens’ interest, the second ingredient under Section 23(1) of the MWPSA of there being a condition must be interpreted purposively, else it fails to prove to be of any more use than Sections 126 or 31 of the TPA to this extent.

Second, learning from the jurisprudence behind the TPA provisions, as in the case of *paradanashin ladies*³⁹ where the burden of proof to allege fraud, duress and undue influence is not on them, but it is on the donee to show that the transaction was bona fide, fully understood by her⁴⁰. Similarly, in the case of a Section 23(1) application, rather than the senior citizen’s proving a case of non-maintenance, the burden of proof could be shifted on the donee as it would further the interest of senior citizens. This is because, as opposed to under Section 126, a senior citizen would only be applying under Section 23(1) of the MWPSA if he/she is not being at the bear minimum maintained by the donee post the transfer. This would imply filing a lawsuit against a child or a relative to whom the gift of property was bestowed upon, meaning that it could be viewed as the last resort a senior citizen turn towards assuming that generally he/she may not want to embitter relationships otherwise.

The above-mentioned judicial leeway especially being important as statistics of elder abuse in

³⁷ Heidi M Hurd & Michael S Moore, *The Hohfeldian Analysis of Rights*, (Volume 63 Issue 2, The American Journal of Jurisprudence, 2018)

³⁸ *Ibid.*

³⁹ *Pardanashin women* are the women of rank who live in seclusion, shut in the Zenana, having no communication except from behind the parda or screen with any male persons save a few near relations, See *Satish Chandra v. Kali Dasi* AIR 1922 Cal 203

⁴⁰ Poonam Pradhan Saxena, *Mulla The Transfer of Property Act*, (13th Edition, LexisNexis, 2018), 126. When gift may be suspended or revoked.

India continue to rise. Studies have found that every 1/3rd elder in India has faced one or more kind of abuses in their life⁴¹, out of which elderly women, especially widows, citizens in the oldest-age group being above eighty years of age and the physically immobile have been shown to be more vulnerable to abuse⁴². The main reasons of abuse been shown is financial dependency on family and relatives⁴³. Therefore, if all this is seen in coexistence with a gift of property being given to a child or relative leaving a senior citizen with no other assets and then who is simultaneously not maintained, for such a situation the law must extend a protective shield to this class of citizens in need as liberally as possible.

⁴¹ Agewell Foundation India, *Human Rights of Older People in India: A Reality Check*, (Agewell foundation, July 2014)

⁴² Himanshu Chaurasia & Shobhit Srivastava, *Abuse, Neglect, and Disrespect against older adults in India*, (Journal of Population Ageing, 2020)

⁴³ Nupur Khanna, *An insight into elderly victimization in india*, (Volume 6 Issue 6, Journal of Critical Reviews, 2019)