

(2025) 10 P&H CK 1443
In the Punjab And Haryana At Chandigarh
Case No : Civil Writ Petition No. 3653 Of 2019

Nahar Singh

APPELLANT

Vs

Addl. Deputy Commissioner Cum Collector Rupnagar And Ors

RESPONDENT

Date of Decision : 08-10-2025

Acts Referred:

Constitution Of India, 1950 — Article 226, 227
Maintenance And Welfare Of Parents And Senior Citizens Act, 2007 — Section 16, 22, 23

Citation : (2025) 10 P&H CK 1443

Hon'ble Judges : Kuldeep Tiwari, J

Bench : Single Bench

Advocate : Inderpreet Singh, Sahil R. Bakshi, Dr. Sumati Jund

Judgement

Kuldeep Tiwari, J

1. Through the instant petition, filed under Article 226/227 of the Constitution of India, the petitioner, who is a senior citizen in his twilight of age, has knocked the doors of this Court seeking quashing of order dated 17.10.2018 (Annexure P-5) passed by respondent no.1-Additional Deputy Commissioner-cum-Collector, Rupnagar (hereinafter referred to as the 'learned Appellate Tribunal'), in exercising of its powers envisaged under Section 16 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 (hereinafter referred to as the 'Act of 2007'), whereby, the matter has been remanded to respondent no.2-Sub Divisional Magistrate-cum-Presiding Officer Maintenance Tribunal, Morinda (hereinafter referred to as the 'learned Maintenance Tribunal'), for decision afresh.

2. Learned counsel for the petitioner while making the legal submissions with regard to the validity of the verdict in question, submits that the authority which has passed the impugned order, is not authorised under the Act of 2007, to adjudicate the appeal preferred by the petitioner.

3. He further submits that, as per the instructions dated 15. 07.2008, the Government of Punjab, has bestowed the jurisdiction of the Appellate Tribunal, with the 'District Magistrate of the area', and such jurisdiction cannot be sub-delegated to any inferior or any other officer. He further placed reliance upon a judgement dated 26.09.2025, passed by this Court passed in CWP-27866-2025, to lend strength to his arguments.

4. Apart from that, he also submits that till date respondents no.3 and 4 have neither paid any maintenance amount nor deposited the arrears of maintenance, despite the specific directions given by this Court way back on dated 12.08.2024. Therefore, the petitioner prays that the transfer deeds bearing no.541 dated 19.06.2014 and no.1572 dated 15. 12.2004, be cancelled, and also to ensure his dignity.

5. On the other hand, learned counsel for respondent no.3, after having instructions, submits that respondent no.3 is ready and willing to pay 50% of arrears of maintenance amount in installments, and is also ready to pay the maintenance of Rs.3,000/- per month as fixed by the learned Maintenance Tribunal concerned vide order dated 30.10.2017 (Annexure P-1).

6. On the other hand, respondent no.4, who is present in Court, duly identified by ASI Balbir Singh, unequivocally, submits that he does not have financial capacity to pay the maintenance to his father, therefore, he is ready to forgo his interest in the land which was transferred to him vide transfer deeds (supra).

7. Before this Court delves into the submissions, as made by learned counsel for the parties concerned, lets have a glimpse upon the facts, which are relevant for adjudication of the instant matter.

i. The petitioner filed an application under Sections 22 and 23 of the Act of 2007, against respondents no.3 and 4, raising various allegations, and sought the cancellation of transfer deeds which are mentioned above.

ii. The learned Maintenance Tribunal concerned through an order dated 30.10.2017, and also the modified order dated 22.02.2018, directed respondents no.3 and 4 to pay the maintenance of Rs.3,000/- per moth each, to the present petitioner before 10th of every month starting from November, 2017. However, Respondents no.3 and 4 did not pay the maintenance, as directed by the learned Maintenance Tribunal concerned, vide orders (supra).

iii. This caused grievance to the present petitioner and propelled him to file a fresh application before the learned Maintenance Tribunal concerned. Before the said Tribunal, respondents no.3 and 4 took a specific stand that they will deposit the arrears of the maintenance amount, the moment the petitioner/applicant gives his bank details. On such assertions of respondents no.3 and 4, the said Tribunal again passed a direction vide order dated 08.03.2018 (Annexure P-3), which is extracted hereinafter:-

"The respondents stated that they have not been provided with the account

number of the applicant till now due to which they have been unable to pay the maintenance to the applicant.

From perusal of the record and after to the hearing the arguments of both the parties it came to light that the applicant has not made available his bank account details respondents. Due to which the maintenance has not been paid by them. The applicant is directed he may provide a copy of his bank details to the respondents. Besides this, the respondents are directed that shall pay the complete amount due as maintenance from 30.10.2017 to till date and besides this they shall pay interest @10% per month w.e.f. 30.10.2017 to 08.03.2018 amounting to Rs.2544/- to the applicant as interest on maintenance. This amount shall be deposited in the account of the applicant before the 10th of each month w.e.f. 30.10.2017. The order is pronounced. File be consigned to the record room."

iv. Again respondents no.3 and 4 did not turn up to comply to the undertaking given before the learned Maintenance Tribunal concerned, which led the petitioner to file a fresh application, wherein, finally the latter concerned, vide order dated 31.05.2018 (Annexure P-4), considering the conduct of respondents no.3 and 4, proceeded to cancel the transfer deeds (supra), through which some portion of land, was transferred in favour of respondents no.3 and 4.

v. Thereupon, both respondents no.3 and 4, fetching grievance from the order dated 30.10.2017, filed a statutory appeal, wherein they succeeded, as the same was accepted vide order dated 17.10.2018 (Annexure P-5), and the matter was remanded to the learned Maintenance Tribunal concerned, to decided afresh.

8. At this stage, it is relevant to mention that vide order 12. 08.2024, the co-ordinate bench passed the hereinafter extracted direction, upon respondents no.3 and 4:-

"However, in the meanwhile, operation of the impugned order dated 17.10.2018 (P-5), passed by Addl. Deputy Commissioner-cumCollector, Rupnagar, shall remain stayed.

As a result thereof, respondent Nos.3 & 4 shall deposit the arrears of maintenance in terms of the order dated 08.03.2018 (P-3), passed by Maintenance Tribunal, before the date fixed, subject to final outcome of this petition. "

9. Despite the above specific directions, not even a single penny was paid to the petitioner. Further, the matter was also referred to the Mediation and Conciliation Centre of this Court for settlement. Even this Court also made efforts to settle the issue amicably between the parties concerned.

10. It is apt to record, at this juncture, that presence of respondent no.4, was secured before this Court through bailable warrants, vide order dated 22.08.2025.

11. From the facts as mentioned above, primarily, it reflects that both

respondents no.3 and 4, are reluctant to pay the maintenance amount to the petitioner, as fixed by the learned Maintenance Tribunal concerned.

12. This Court has heard learned counsel for the parties concerned, and has also examined the legal submissions, as made on behalf of the petitioner. The order impugned before this Court, has been passed by the Additional Deputy Commissioner-cum-Collector, Rupnagar, which is not the competent authority, to exercise its power envisaged under Section 16 of the Act of 2007. Further, it has already been specifically, observed by this Court in CWP-27866-2025 vide judgment dated 26.09.2025, that such an order is no nest in the eyes of law and therefore, needs interference. The relevant part thereof, is extracted hereinafter:-

"4. In summa, the impugned order dated 15.07.2025 (Annexure P7), as passed by the Additional District Magistrate-cum-Appellate Tribunal, Fazilka is hereby set aside and the matter is remanded to the District Magistrate-cum-Appellate Tribunal, Fazilka, for fresh adjudication in accordance with Section 16 of the Act of 2007.

5. It is hereby clarified that the District Magistrates/Presiding Officers of the Appellate Tribunal, constituted through the notification (supra), are not authorized to sub-delegate their quasi-judicial functions and powers to any subordinate or other officer, irrespective of rank or competence."

13. In view of the above, the impugned order is, hereby, SET ASIDE, and the matter is REMANDED to the District Magistrate concerned, which is the competent authority as per notification dated 15.07.2008, who shall after giving due opportunity of hearing to all the parties concerned, shall decide the statutory appeal afresh. The said exercise shall be carried out within a period of two months from the date of receipt of a certified copy of this order.

14. Respondent no.3-Kuldeep Singh, who has agreed before this Court to pay 50% of the arrears of maintenance amount to the petitioner, will continue to pay the maintenance in future as well, as directed by respondent no.2, till the adjudication of the instant matter by the District Magistrate concerned.

15. The aforesaid 50% of the arrears of maintenance amount shall be paid in two equal installments; first one, to be paid on or before 31st of October. 2025, and the second installment to be paid on or before 15th of December, 2025. The aforesaid amounts shall be deposited in the bank account of the petitioner-Nahar Singh, with the Punjab and Sind Bank, Lutheri Branch, District Ropar, A/C No.02321000000426, IFSC Code: PSIB0000232.

16. It goes without saying that the appellate authority, i.e. District Magistrate concerned, shall take in to consideration the stand of respondents no.3 and 4, as has been taken before this Court, while finally adjudicating the appeal.