

A gift subject to maintenance cannot be revoked u/s 126 of the Transfer of Property Act, without a specific revocation clause, and such failure will not invalidate the gift itself

The Supreme Court in the case of **J. Radha Krishna vs Pagadala Bharathi [Civil Appeal No. 1834 of 2015]** dated **June 05, 2025**, has confirmed the findings of the High Court that a validly executed gift deed could not be revoked as per the terms of Section 126 of the Transfer of Property Act, 1882, unless there was a reserved right to revoke it, which was not established in this case. For this, the Court referred to Section 126 that provides against the revocation of a document of gift for the failure of consideration, and if the donee does not maintain the donor as agreed to by him, the latter could take proper steps to recover maintenance, etc.

The Supreme Court observed that the High Court has correctly held that a gift subject to the condition that the donee should maintain the donor cannot be revoked under Section 126 for the failure of the donee to maintain the donor firstly for the reason that there is no agreement between the parties that the gift should be either suspended or revoked; and secondly this should not depend on the Will of the donor. Again, the failure of the donee to maintain the donor as undertaken by him in the document is not a contingency which could defeat the gift.

The dispute revolved around a gift deed executed by one KVG Murthy in favour of the Respondent, Pagadala Bharathi, who was described as his foster daughter. This document, though claimed by the Appellant to be a “settlement deed”, was cancelled by KVG Murthy in the year 1986, and subsequently, a Will was executed in the year 1992 by KVG Murthy bequeathing the property to the Appellant, his brother’s son.

The Supreme Court, therefore, noted that the evidence showed no specific agreement or reserved right under the gift deed that would entitle the donor to revoke it for non-performance of conditions like maintaining the donor. Hence, the Court reaffirmed that a gift subject to maintenance cannot be revoked under Section 126 without a specific revocation clause, and such failure merely results in lack of consideration, not invalidity of the gift itself.

Link - https://api.sci.gov.in/supremecourt/2013/13513/13513_2013_3_101_62154_Order_05-Jun-2025.pdf