

IN THE COURT OF THE MUNSIF, KOCHI

Present :-

Smt. Simi P Siju, Additional Munsiff & Rent Controller

Friday the 5th day of December, 2025/ 14th Agrahayana, 1947

IA. No. 6/2024 in RCP No. 09/2022

Petitioner/Petitioner:-

Dhanalaksmi Venugopal, aged 60 years, W/o. late R. Venugopal, Parvana Mukkil, 12/684, Janmmaparambu, Panayappilly, Kochi,— 682 002.

By Adv. T G Sunil

Respondent/ Respondent:-

Mathew V.A, aged 61 years, S/o. Augustine V.J, Valiyattilthara House, C.C 10/350, Near BSNL Office, Ponnarimangalam, Mulavukad P.O, Pin – 682 504, Ernakulam District.

By Adv. P. S Anishad

This petition come up for hearing before me on 29.11.2025 and the court on 05.12.2025 passed the following:-

ORDER

This petition is filed by the petitioner under Section 12 of the Kerala Buildings (Lease and Rent Control) Act, 1965 seeking a direction to the respondent to clear the rent arrears of Rs.2,08,000/- (Rupees Two lakhs eighty thousand only) with interest 6% per annum

and order the respondent to pay the monthly rent of Rs.3200/- every month.

2. **The petitioner's case in brief is as follows:-** The above Rent Control Petition is filed for directing the respondent to vacate the petition schedule building and to hand over the vacant possession of the petition schedule building to the petitioner. The petitioner is the petitioner in the above RCP. The petition schedule room was let out by the petitioner to the respondent on the basis of the lease agreement on a monthly of Rs.3200/- But the respondent committed default in paying rent for the period from 25.07.2019 onwards to the petitioner. On several occasions the petitioner approached the respondent and demanded to pay the entire arrears of rent. But the respondent did not care to pay the same and prolonged the matter stating flimsy reasons. Hence the petitioner issued a notice dated 22.01.2021 to the respondent demanding to surrender the possession of the petition schedule room after discharging the entire rent arrears. Though the said notice was duly served on the respondent, he refused to pay the arrears of rent and continued default. There is no justification on the part of the respondent in keeping the premises without paying rent. Unless the

respondent pays the rent arrears and pays monthly rent regularly or deposit the same before the court till the termination of the proceedings, the tenant/respondent is not entitled to contest the above rent control petition. Hence the petition.

3. The respondent filed a counter statement contending that the petition is not maintainable either in law or on facts. He states that when he took the petition schedule building on rent from one Mr. Venugopal, the monthly rent was Rs. 1,500/-. After Venugopal's death, the petitioner unilaterally enhanced the rent to Rs. 3,200/-. The respondent also paid an advance amount of Rs. 2,00,000/- to the petitioner, as demanded by her, for securing the premises for his intended business. According to the respondent, he has been paying rent regularly without fail. The tenancy commenced in 2012, and the petitioner instituted the Rent Control Petition only in 2022, despite rent being paid continuously.

4. The respondent states that he had taken the building specifically to start a graphic design centre, as clearly mentioned in the rental agreement. To commence the business, a licence from the Corporation was required, for which a consent letter from the landlord was mandatory. After Venugopal's death, the respondent repeatedly approached the petitioner

seeking the consent letter. However, the petitioner ignored or avoided all such requests. When the respondent approached the Corporation directly, he was informed that a licence would be issued only if the landlord furnished a consent letter. The respondent continued paying rent even though he was unable to start his business due to the petitioner's refusal to provide the required consent. The respondent contends that the petitioner was contractually and legally obliged to issue the consent letter, as the very purpose of the tenancy was to start and run a graphic design centre. By withholding the consent letter, the petitioner effectively denied the respondent the beneficial enjoyment of the premises. According to him, this attracts the doctrine of suspension of rent, since the landlord has prevented the tenant from using the premises for the purpose for which it was taken on rent. The petitioner's conduct, he asserts, amounts to a violation of the tenant's rights under Section 108 of the Transfer of Property Act.

5. The respondent further alleges that the petitioner misled him into believing that she held clear title over the property and even provided a fake consent letter. Relying on this, the respondent applied for the licence, but the Corporation rejected the application, stating that the petitioner was not the owner. As a result, the respondent was unable to commence his

business, suffered financial loss, and expensive Samsung and HP printing machines worth nearly Rs.10,00,000/-, purchased for the graphic designing business, now lie unused and damaged.

6. He reiterates that no arrears of rent as claimed and hence his right to contest the case cannot be curtailed and it subsists. Hence the petition filed u/s 12 of the Kerala Building(Lease and Rent Control) Act cannot be sustained.

7. Points arise for consideration:-

- (i) Whether there is any admitted arrears of rent?
- (ii) If so, whether the petitioner is entitled to any relief under section 12 of the Kerala Buildings(Lease and Rent Control) Act 1956?
- (iii) Relief and costs.

8. Heard both sides.

9. **Point Nos.(i) & (ii):-** The specific case of the petitioner is that the building was let out to the respondent on a monthly rent of Rs.3,200/-. The respondent has defaulted in paying rent from 25.07.2019 onwards, despite repeated demands. A statutory notice dated 22.01.2021 was issued by the petitioner requiring the respondent to clear

the arrears and surrender possession, but the respondent failed to comply. According to the petitioner, unless the respondent pays or deposits the arrears and continues to pay rent regularly, he is not entitled to contest the Rent Control Petition. On the other hand, the respondent contended that he has regularly paid rent and has not committed any default. He further contends that an advance amount of Rs.2,00,000/- was paid to the petitioner without receipt. He also alleges that the petitioner failed to provide a consent letter required for obtaining a licence to run a Graphic Designing Centre, thereby preventing him from using the premises for the intended purpose. Relying on these contentions, the respondent argues that the doctrine of suspension of rent applies and therefore he is not liable to pay any arrears.

10. This court considered the rival submissions made by the parties. In the present case, the admitted monthly rent is Rs.3,200/-. The respondent does not dispute the tenancy or the agreed rent. His contentions regarding suspension of rent on account of non-issuance of consent letter and alleged loss suffered by him are matters that require evidence during the trial of the main Rent Control Petition. The respondent has not

produced any material to prima facie show that the arrears claimed by the petitioner are incorrect or that he has paid rent up to date. Mere allegations of difficulties faced in obtaining licence or alleged misconduct of the landlord cannot amount to suspension of the obligation to pay rent. In the absence of any proof of payment, the respondent is liable to deposit the arrears of rent as per Section 12 of Kerala Building Lease and Rent Control Act. In such circumstances this court is of the view that the petitioner has made out a case of arrears of rent as alleged.

11. Point No.(iii):- In view of the above findings, the petition deserves to be allowed.

In the result, the petition is allowed as follows:

- 1. The respondent is directed to deposit the arrears of rent at the rate of Rs.2,08,000/- per month from September 25.07.2019 till 13.12.2024, within thirty (30) days, together with interest at 6% per annum, to the petitioner or deposit the same before this Court on or before 05.01.2026. The respondent shall also continue to pay the monthly rent of Rs..3,200/- regularly as and when it becomes due during the pendency of the RCP.**

- 2. In default of compliance with this order, the respondent shall not be entitled to contest the RCP on the merits as provided under Section 12(3) of the Act.**

Dictated to the Confdl. Asst. transcribed and typed by her, corrected and pronounced by me in open court this the 5th day of December 2025.

**Sd/-
Simi P Siju
Additional Munsiff/Rent Controller**

APPENDIX : Nil

**Id/-
Additional Munsiff/Rent Controller**

//True Copy//

Additional Munsiff/Rent Controller

O R D E R

I.A. No.6/2024

RCP. No. 09/2022

Dated : 05.12.2025