

**IN THE RENT CONTROL COURT, CHERTHALA**  
**Present: Sri.Rovin Rodrigues, Principal Munsiff.**  
**Tuesday, the 11<sup>th</sup> day of November, 2025/ 20<sup>th</sup> Karthikam, 1947**

**IA 1/2025 in R.C.P. No. 03/2025**

(Filed on 23.08.2025)

Petitioner:-

Antony M.Varghese @ Johny,  
S/o. Varghese, Puthenvelyil house,  
Maruthorvattom P.O., Cherthala.

*By Adv.Thomas J,Panat.*

Respondent:-

M.J.Antony, S/o. M.A.John,  
Madvana House, CMC-32,  
Cherthala.

*By Adv, Nandanam Rajasree.*

This Rent control petition having been finally heard on 11.11.2025 and the Court on the same day passed the following:

**ORDER**

This petition is filed by the petitioner/landlord under Section 12 of the Kerala Buildings (Lease and Rent Control) Act.

2. The brief facts in the petition are: - The petitioner has filed the RCP 3/2025. Prior to filing the petition, a lawyer's notice dated 27.01.2025 was issued to the respondent demanding vacant possession of the petition schedule shop room and payment of rent arrears from 05.10.2023. It was received by the respondent on 28.01.2025, but no reply was given. On 30.06.2025, the respondent filed an objection containing a blank denial of rent arrears without

producing any rent receipts or supporting documents, clearly intended to evade statutory liability. The monthly rent of the shop room is ₹2000, and the respondent is not entitled to contest the petition unless all arrears are paid or deposited up to the date of such payment or deposit. Therefore, the petitioner prays that the court may direct the respondent to pay or deposit the rent arrears due from 05.10.2023 along with statutory interest at 6% per annum within a time frame fixed by the court. Otherwise, the petitioner will suffer irreparable injury, loss, and hardship. Hence, the petition.

3. The respondent/tenant filed an objection with the following contentions: The petition is not maintainable either in law or on facts. The claim regarding rent arrears from October 2023 is denied. The respondent has not defaulted in rent payments prior to April 2025, and only the rent from April 2025 onwards is due. This fact has already been stated in the objection to the original petition. The respondent has paid rent regularly, and the petitioner has not issued receipts due to the cordial relationship between the parties. The petitioner is a frequent visitor to the respondent's bakery and often takes snacks on credit, which were adjusted against the rent. The claim that the respondent has no right to contest the original petition is false and denied. The notice issued by the petitioner is based on false claims, and the

respondent did not reply as the petitioner is a regular visitor. The respondent is always willing to settle the actual dues from April 2025. The respondent has not defaulted in rent from 5.10.2023 onwards, and therefore, the claim for any amount or 6% interest is unfounded. The petitioner is only entitled to receive the actual rent arrears as acknowledged in the objection. The petitioner has suffered no loss or inconvenience, whereas allowing the petition would cause irreparable hardship and multiple forms of loss to the respondent. Hence, the petition may be dismissed with costs.

4. Heard both sides. Perused the records.

5. As per Section 12(1) of the Act, no tenant against whom an application for eviction has been made by a landlord under S.11, shall be entitled to contest the application before the Rent Control Court under that section or to prefer an appeal under S.18 against any order made by the Rent Control Court on the application, unless he has paid or pays to the landlord, or deposits with the Rent Control Court or the appellate authority, as the case may be, all arrears of rent admitted by the tenant to be due in respect of the building up to the date of payment or deposit, and continues to pay or to deposit any rent which may subsequently become due in respect of the building, until the termination of the proceedings before the Rent Control

Court or the appellate authority, as the case may be. Thus, as per S.12 of the Act, the tenant is entitled to contest the petition only if he deposits the arrears of rent and if he fails to do so, he has no right to contest the petition. The Rent Control Court has to pass the order under S.12(1) of the Act after ascertaining the quantum of arrears of rent due to the landlord on the basis of the relevant records available.

6. The Hon'ble High Court in *Nandanam Tiles & Sanitaries (P) Ltd. v. Abdul Gaffur*, 2022 (4) KHC 201, has held, "Admitted arrears is an amount that can be quantified by the Rent Control Court from the rent deed produced by the landlord and the receipts or documents specified under S.9 of the Act, evidencing payment of rent, produced by the tenants, unless the rent deed contains anything to the contrary. To sum up, the tenant cannot be allowed to wriggle out from the statutory liability, under S.12 of the Act, by a blank denial in his counter statement or objection to the application filed under S.12 of the Act, where the rent deed and receipts would quantify an amount, as admitted arrears of rent, from the admissions therein; but otherwise, the determination empowered with the Rent Control Court contemplated under S.12(1) of the Act would come to an end, on a bare denial of the tenant and thereby the purpose of S.12 of the Act itself would be defeated."

7. In the present case, the respondent has admitted that rent is due from April 2025 onwards. It is not in dispute that the monthly rent is Rs.2000/-. The rent deed dated 27.09.2022 affirms this. According to the petitioner, the rent is in arrears from October 2023. The respondent has not produced any documents or other proof to substantiate that he had adjusted the rent against the cost of snacks supplied to the petitioner. This court cannot accept the plea of such adjustment, as it is vague and unsupported by any material evidence. The respondent did not even reply to the legal notice issued by the petitioner. The objection filed by the respondent contains only a general denial and does not discharge the statutory obligation under Section 12(1). Hence, the respondent is bound to deposit the admitted arrears from October 2023 up to the current month at the rate of ₹2000/- per month, along with statutory interest at 6% per annum, within the period prescribed by this court. Here the respondent/tenant himself has admitted that the rent is in arrears. Hence, I conclude that he is not entitled to contest the original petition for eviction, and this petition deserves to be allowed.

8. In view of the above discussion, I find that the respondent/tenant has kept the rent in arrears and is now liable to pay the admitted arrears of rent.

As a result, the petition is allowed as follows:

1) The respondent/tenant is directed to deposit the arrears of rent from October 2023 to November 2025, calculated at ₹2000/- per month, along with interest at 6% per annum, before this Court within 15.12.2025.

2) The respondent/tenant shall also continue to deposit the rent for the subsequent months regularly on or before the 15th day of every calendar month.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in the open Court on this the 11th day of November, 2025 )

Sd/-  
**Rovin Rodrigues**  
Principal Munsiff

Appendix:- Nil

Sd/-  
Principal Munsiff.

//True Copy//

Principal Munsiff

*Fair Copy of Order in  
IA 1/2025 in RCP. 03/2025  
Dated: 11.11.2025.*