

IN THE RENT CONTROL COURT , CHERTHALA

Present: Sri. Rovin Rodrigues., Principal Munsiff

Thursday, the 12th day of March, 2026 /21st Phalgunam, 1947.

IA No.02/2026 in RCP No. 19/2025

(Filed on 24.01.2026)

Petitioner/Original Petitioner:-

P.Krishna Prasad, aged 62,
S/o Parameswaran Nair, Gokulam, Varanad P.O,
Kokkothamangalam Village, Cherthala.

By Adv. Geetha.S.Nair

Respondents/Original Respondents:-

1. Bajaj Finance Ltd. ,
Bajaj Finsery Corporate Office, 4th Floor, Off. Pune
Ahmedabad Road, Viman Nagar, Pune 411 014
Maharashtra, represented by its Managing Director
2. Manager, Bajaj Finsery Corporate Office,
Thiruvathukkal Enclave, Muttam Bazar,
Cherthala.P.O, Alappuzha.

By Adv.Sarun.K.Idicula and Adv.Snehamol.P

This Petition having been finally heard on 12.03.2026 and the court on the same day passed the following :-

ORDER

This is a petition filed by the landlord under section 12 of the Kerala Building (Lease and Rent Control) Act.

2. The petition averments, in brief, are as follows:-

The petitioner owns the building known as "Krishna Complex", bearing No. CMC XI/1614, situated in Survey No. 271/14-B-3-4, Cherthala North Village. The petition schedule building was leased to the respondents under a registered lease deed dated 24.02.2023 (Deed No. 471/I/2023 of SRO, Cherthala) for a monthly rent of Rs. 30,460/- with an additional maintenance charge of Rs. 2,000/- and a 5% annual increase for the period from 28.02.2023 to 27.02.2024. The respondents have defaulted in payment of rent from January 2025 to May 2025, resulting in arrears amounting to Rs. 4,23,786 as of December 2025. The petitioner, being an expatriate who has returned to India, is facing severe financial hardship in providing education to his children and maintaining his family due to the respondents' default. Hence, the respondents may be directed to pay or deposit the arrears of rent before the court. If they fail to do so, they may be restrained from further contesting the case. Hence, the petition.

3. Respondents 1 and 2 filed an objection with the following contentions: The petition is not maintainable either in law or on facts. The lease deed was executed on 24.02.2023 for a tenure of five years commencing from 23.02.2023. Due to unavoidable circumstances, the respondents vacated the petition schedule premises after issuing a vacate notice dated 27.12.2024 to the petitioner. The respondents duly intimated

to the petitioner that they would vacate and hand over possession on or before 20.03.2025 with a 90-day notice period in compliance with the lease terms. The said notice was acknowledged by the petitioner. The rent was paid till December 2024. For the months of January, February, and March 2025 rent was agreed to be adjusted from the security deposit of Rs. 90,000/-, leaving a refundable balance of Rs. 7,859/- payable to the respondents, as stated in the vacate notice. The respondents vacated the premises on 02.03.2025 after carrying out maintenance and incurred Rs. 41,000/- for normal wear and tear. But the petitioner deliberately refused to accept the keys despite repeated approaches. Therefore the petitioner cannot hold the respondents liable for rent arrears. The premises has remained vacant since 20.03.2025, and rent up to March 2025 stands adjusted from the security deposit, leaving no arrears due. The rent for January 2025 and February 2025 was calculated at Rs.30,785 each after deducting Rs.3198 towards 10% TDS, and the rent from 01.03.2025 to 20.03.2025 was calculated at Rs. 20,571 after deducting Rs.2063 towards 10% TDS. After deducting the total rent of Rs. 82,141 from the security deposit of Rs. 90,000, the petitioner has to refund an amount of Rs.7,859/- to the respondents. The petition averments are false, concocted, and intended to harass the respondents for unlawful gain. 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 petitioner claims that the rent is in arrears from January 2025 to May 2025, and as of December 2025, the total rent due is Rs.4,23,786/-. The respondents, on the other hand, argue that they vacated the premises on 20.03.2025, and after adjusting the security deposit of Rs. 90,000, the petitioner has to pay a balance amount of Rs. 7859. Admittedly, there is a registered lease deed governing the conditions of lease between the petitioner and the respondents. The petitioner has admitted in the rent control petition that as per the seventh condition in the deed, the security deposit has to be adjusted by the petitioner against the rent payable during the notice period of termination of lease, and the balance had to be

refunded. The petitioner has also admitted that he received a notice intimating that the respondents intended to vacate the premises on or before 20 March 2025. Hence, I find that the petitioner has not established that there are admitted arrears of rent payable by the respondents. The respondents have raised a bona fide dispute regarding adjustment of the security deposit and their alleged vacating of the premises. The petitioner has no case that the respondents are still occupying the petition schedule building. In such circumstances, I am of the view that the petition under Section 12 of the Act is not maintainable and the petitioner is not entitled to the relief sought in this petition.

As a result, the petition is dismissed. No costs.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in the open Court on this the 12th day of March, 2026)

Sd/-
Rovin Rodrigues
Principal Munsiff
Rent Control Court

Appendix :- Nil

Sd/-
Principal Munsiff
Rent Control Court