

IN THE COURT OF THE RENT CONTROLLER, CHENGANNUR
Present : Smt. AMALA LAWRENCE , RENT CONTROLLER
Saturday the 28th March 2026/ 7th Chaitra 1948

R.C.P No. 05/2024
(Filed on 10.12.2024)

Petitioner : Babu John, aged 54 years,
S/o late M.V.John, Modiyuzhathil House,
Thittamel Muri, Chengannur P.O,
Chengannur Village, Chengannur Taluk.
**(By Adv. K. Murali Manohar,
Adv. Vishnu Manohar, Adv.Sreenu Raj.N,
Adv. Shijoy John Mathew and
Adv. Rahul Kumar.R)**

Respondents : 1. Soby, aged about 41 years,
S/o late C.M.Kuriakose, Cheruvathoor House,
Keezhcherimel Muri, Chengannur P.O,
Chengannur Village, Chengannur Taluk.

2. Sony, aged about 43 years,
S/o late C.M.Kuriakose, Cheruvathoor House,
Keezhcherimel Muri, Chengannur P.O,
Chengannur Village, Chengannur Taluk.

3. Somy, aged about 46 years,
S/o late C.M.Kuriakose, Cheruvathoor House,
Keezhcherimel Muri, Chengannur P.O,
Chengannur Village, Chengannur Taluk.
(Exparte)

This Rent control petition having been finally heard on 24.03.2026 and the court on the 28.03.2026 passed the following.

ORDER

Petition filed u/S. 11(3) of The Kerala Building (Lease and Rent Control) Act 1965 for evicting the counter petitioners from the petition schedule building.

2. **Petition averments, in brief, are as follows:-** The petitioner is the owner and landlord of the petition schedule building. The petitioner purchased 1.27 ares of property comprised in Re-survey No. 194/9 by virtue of Sale Deed No. 1734/2018 of SRO Chengannur in which petition schedule shop room is situated. The counter-petitioner's mother, late Molly Kuriakose, was a tenant in the petition schedule shop room for a long period, wherein she was conducting a gift shop in the name and style "Variety Stores." The petitioner was employed in the Gulf and returned to his native place with the intention of starting a supermarket. Upon enquiry, he found that the building comprising the petition schedule shop room was suitable for his purpose. Accordingly, in the year 2018, the petitioner purchased the said property, including the petition schedule shop room, along with another 2.43 ares of land and a

building therein having an extent of 1400 square feet, numbered as 565/XIII by the Chengannur Municipality. He also purchased another shop room situated behind the said building, having an extent of 370 square metres, which is numbered as 563/XIII in which the counter-petitioner's father, late C.M. Kuriakose, was conducting a provision store under the name "Variety Stores."

3. The petition schedule shop room was purchased for use as a godown for the supermarket which the petitioner intended to start in Room No. 562/XIII of Chengannur Municipality. After purchasing the petition schedule shop room and the shop room leased out to late C.M. Kuriakose, the petitioner approached him and requested him to surrender the vacant possession of the petition schedule property. However, the said C.M. Kuriakose refused the request in an arrogant manner and thereafter attempted to make unauthorised constructions in the petition schedule shop room. Consequently, the petitioner filed O.S. No. 209/2018 before the Munsiff Court, Chengannur, seeking to restrain the said C.M. Kuriakose from making any construction without his consent. Thereafter, C.M. Kuriakose filed O.S. No. 239/2018 before the same court against the petitioner and his previous landlord, seeking to restrain them from illegally evicting him from the

tenanted premises. While the said suits were pending, the parties, with the intervention of well-wishers, amicably settled the disputes. A fresh registered lease agreement in respect of the shop room leased to late C.M. Kuriakose was executed between the petitioner and the said C.M. Kuriakose. On the same day, another lease agreement in respect of the petition schedule shop room was executed between the petitioner and late Molly Kuriakose. The said agreement was for a period of 42 months commencing from 01/05/2019 and ending on 31/10/2022.

4. The terms of the agreement between the petitioner and late C.M. Kuriakose and Molly Kuriakose were incorporated in a compromise petition filed under Order XXIII Rule 3 of the Code of Civil Procedure in O.S. No. 239/2018, and the suit was decreed in terms of the compromise. Thereafter, before the expiry of the lease period, late Molly Kuriakose passed away. Hence, the counter-petitioner, being her legal heir, became the tenant of the petition schedule shop room. After the expiry of the lease agreement, the petitioner approached the counter-petitioner and requested him to vacate the petition schedule shop room as well as the other shop room leased to late C.M. Kuriakose. However, the counter-petitioner refused to comply with the said request. Thereupon, the petitioner

filed Execution Petition No. 57/2022 to execute the compromise decree in O.S. No. 239/2018. However, the said execution petition was dismissed by the Hon'ble Munsiff Court on the grounds that the decree was not executable in view of the provisions of the Rent Control Act, as the matter fell within the jurisdiction of the Rent Control Court. The petitioner has invested his hard-earned money in purchasing the petition schedule shop room with the bona fide intention of using it as a godown for his supermarket. The need of the petitioner is genuine and bona fide, and he is entitled to recover vacant possession of the petition schedule shop room. The counter-petitioner has no legal right to continue in possession after the expiry of the lease period and is liable to surrender vacant possession. Hence, this petition is filed seeking an order of eviction of the counter-petitioner from the petition schedule shop room on the ground of the bona fide requirement of the petitioner for using the same as a godown for his supermarket.

5. The first respondent filed objections but did not contest the case during trial; hence, he was set exparte. The second and third respondents were duly served with summons but failed to appear before the Court; therefore, they were also set exparte.

6. To prove the case of the petitioner, the petitioner filed proof affidavit in lieu of examination in chief and was examined as PW1 and Exts.A1 and A5 documents were marked. The commissioner report and mahazar as per order in IA.4/2025 was marked as Ext.C1 series.

7. Heard the petitioner.

8. **Point No.1 :-** The Rent Control Petition has been filed by the petitioners under Section 11(3) of the Act, seeking eviction of the respondent from the petition schedule building. The case of the petitioner is that he is in absolute ownership of the petition schedule property by virtue of Sale Deed No. 1734/2018. A rent agreement exists between the petitioner and the respondents, pursuant to which the respondents are in possession of the petition schedule shop room. In order to substantiate his case, the petitioner filed a proof affidavit in lieu of examination-in-chief and was examined as PW1. Exts. A1 to A5 were marked on the side of the petitioner. The Rent Agreement dated 27/04/2019 was marked as Ext. A1. The copy of the decree in O.S. No. 239/2018 was marked as Ext. A2. The copy of the order in E.P. No. 14/2024 in O.S. No. 35/2022 was marked as Ext. A3. The copy of the order in E.P. No. 57/2022 in O.S. No. 239/2018 was marked as Ext. A4. The copy of

the advocate notice was marked as Ext. A5(Series). The Commission Report and Mahazar, as per the order in I.A. No. 4/2025, were marked as Ext.C1 series. The availability of several vacant buildings in the locality is evidenced by the Ext.C1 series report, which supports the case of the petitioner. The oral testimony of PW1, read along with Exts. A1 to A4 and Ext.A5(Series), establishes the petitioner's case. Furthermore Ext.C1 series corroborate the petitioner's contention that there are other suitable buildings available for the respondent to conduct business. Thus, the averments in the petition stand proved by the deposition of PW1, the proof affidavit, and the documentary evidence produced. Since the respondent has neither contested the claim nor adduced any evidence, the petitioner's case remains unchallenged and stands proved through the oral and documentary evidence on record. Hence, it can safely be concluded that the respondent is not entitled to the benefit of the second proviso to Section 11(3) of the Kerala Buildings (Lease and Rent Control) Act, 1965. The petitioner has established a bona fide need for occupation of the petition schedule building. Therefore, the petitioner is entitled to obtain vacant possession of the petition schedule building for bona fide own occupation under Section 11(3) of the said Act.

In the result, petition is allowed with costs under 11(3) of the Kerala Buildings (Lease and Rent Control) Act directing the respondent to give vacant possession of the petition schedule building to the petitioners within two months from the date of this order failing which the petitioner can execute the order through the process of the Court.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 28th day of March 2026.)

**Sd/-
AMALA LAWRENCE
RENT CONTROLLER**

APPENDIX :

Witness for the Petitioner:

PW1 24.03.2026 Babu John

Exhibits for the Petitioner:

A1	27.04.2019	Rent Agreement
A2	29.05.2019	Certified Copy of Decree in OS.239/2018 of the Hon'ble Munsiff's Court, Chengannur
A3	19.11.2025	Copy of Order in EP No.14/2024 of Hon'ble Sub Court, Chengannur
A4	07.06.2024	Copy of Order in EP 57/2022 in OS 239/2018 of Hon'ble Munsiff's Court, Chengannur

A5 The Copy of Advocate Notice

A5(a) The Copy of Advocate Notice

A5(b) The Copy of Advocate Notice

Court Exhibits:

C1 14.01.2026 Report filed by Advocate Commissioner Biju.P

C1(a) 01.12.2025 Mahazar prepared by Advocate Commissioner Biju.P

C1(b) List of Inventory

**Id/-
RENT CONTROLLER**