

IN THE COURT OF THE RENT CONTROLLER/MUNSIFF, PERUMBAVOOR

Present:- Smt. Alshari. A, Rent Controller/Munsiff
Tuesday, the 31st day of October, 2023/ 9th Karthika, 1945

RCP. No.11/2023

Petitioner:-

K. M. John, Aged 79 years, S/o. Mathai,
Nellattuputhenpura, Valakam P O, Valakam Village,
Moovattupuzha, Ernakulam – 686 661.

By Advs. B. Pramod & Ramesh Chand

Respondent:-

Lissy, Aged 53 years, D/o. Annamma, Keerimolath
(Puthenkudi), Airapuram P O, Kunnakurudi Kara,
Airapuram Village, Kunnathunadu Taluk, Moovattupuzha,
Ernakulam District, Pin – 653 541.

Exparte

This petition having been finally heard before me on 21/10/2023 and the court on 31/10/2023 passed the following:-

O R D E R

1. Petition averments in brief:- Petitioner is the owner of the petition schedule building and respondent is the tenant, thereof. The respondent purchased the petition schedule building and the appurtenant land having an extent of 3 Ares and 60 sq.meters, comprised in block No. 32, resurvey No. 53/1 of Airapuram from the respondent, by virtue of sale deed bearing No. 979/2016 of SRO, Puthencruz. But, after the execution of the sale deed, the respondent sought time for vacating the petition schedule building and sought the petitioner's permission for residing in the petition schedule building, as a tenant. A lease deed dated 25.02.16 was executed in between the petitioner and the respondent, by which the petition schedule building

was let out to the respondent, for a period of 11 months. In terms of the said agreement, the respondent is liable to pay Rs. 1000/- as monthly rental to the petitioner, as well as to pay electricity charges in respect of the connection provided to the said building. But, the respondent did not pay any amount as rent and as on the date of petition, the arrears of rent payable to the petitioner is 67,000/-. It is further submitted that the residential building is in a dilapidated condition and hence, the same requires to be reconstructed. In fact, the petitioner purchased said property for the purpose of having a residential plot for his son, Mathai John, who proposes to construct a new residential building, after demolishing the old and dilapidated house situate therein. The petitioner's son is now abroad and he wants to construct a house in the afore-mentioned property, so that he can reside therein whenever he comes to Kerala. So, the petitioner and his son, who is a dependant of the petitioner in this regard, are in bonafide need of the said building. In the said circumstances, the petitioner sent a lawyer's notice dated 23.09.21 to the respondent demanding her to vacate the building. But, the respondent sent a reply notice, disputing even the execution of the lease agreement and raising false allegations against the petitioner and his son. Hence, the petitioner is entitled to get vacant possession of the petition schedule building, from the respondent. Hence, the petition.

2. Respondent did not file any objection to this petition. He was called absent and set exparte.
3. The petitioner was examined as PW1 and Ext. A1 to A3 documents were marked.

4. Heard the learned counsel for the petitioner.
5. PW1 filed proof affidavit in tune to the plaint averments. Ext. A1 is the lease deed dated 25.02.2016, executed in between the petitioner and respondent. Ext. A2 is the office copy of the lawyer notice dated 23.09.2021. Ext. A3 is the reply notice dated 08.10.2021. The respondent did not challenge the above evidence adduced by the petitioner. The evidence tendered by PW1 and the documents marked as Ext. A1 to A3 stands unchallenged. No contra evidence adduced. In the absence of any contra evidence, the unchallenged evidence of PW1 and the documents marked as Ext. A1 to A3 proves the case of the petitioner. Hence, I find that the petitioner is entitled for the relief as prayed for.
6. **In the result**, petition is allowed with costs as follows:-
 1. The respondent is directed to surrender the vacant possession of the petition schedule building under Sec.11(2)(b) of the Kerala Building (Lease and Rent Control) Act, if the arrears of rent paid within one moth, the Order u/s.11(2)(b) stands vacated.
 2. The respondent is directed to surrender the vacant possession of the petition schedule building under Section 11(3) of the Kerala Building (Lease and Rent Control) Act,

Dictated to the confdl.asstt., transcribed and typed by her, corrected and pronounced by me in open court on this the 31st day of October, 2023.

Sd/-
ALSHARI A.
RENT CONTROLLER/MUNSIFF

APPENDIX:-

Petitioner's Exhibits :-

- A1 - 25/02/2016 - Lease Deed
A2 - 23/09/2021 - Copy of Lawyer's Notice
A3 - 08/10/2021 - Copy of reply notice

Respondent's Exhibits :-Nil

Court Exhibits :- Nil

Witness Exhibits :- Nil

Petitioner's Witnesses :-

- PW1 - 21/10/2023 - K M John

Respondent's Witnesses :- Nil

Court Witnesses :-Nil

// True copy //

Id/-
Rent Controller/ Munsiff
(By Order)
Sd/-
Junior Superintendent

Typed by : jav
Comp.by : Maya

Copy of Order
in RCP. No.11/2023
Dated: 31/10/2023