

**IN THE COURT OF THE RENT CONTROL COURT/
MUNSIFF, KOYILANDY**

**Present:- Miss. Raveena Naz., Rent Control Court/
Munsiff, Koyilandy**

Saturday, the 29th day of November, 2025

RENT CONTROL PETITION No. 11/2024

Between:

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| <ol style="list-style-type: none"> 1 Kadheeja, W/o. P.P. Muhammad, Aged 72 years, Swastham, Residing at Nazeema Manzil House, Kollam PO, PIN- 673307, Kollam Desom, Viyyur Village, Koyilandy Taluk. 2 Mujeeb, S/o. Muhammad, Aged about 54 years, Swastham, Residing at "Sada" House, Opposite side of Meethalakkandy Jumamasjid, Koyilandy PO, PIN- 673305, Kothamangalam Desom, Panthalayani Village, Koyilandy Taluk. 3 Noushad, S/o. Muhammad, Aged 52 years, Abroad, Residing at "Kence" House, Kollam PO- 673307, Kollam Desom, Viyyur Village, Koyilandy Taluk. | } | Petitioners |
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And:

Valappil Moideenkutty, S/o. Mammad, Aged 57 years, Business, Kollam PO- 673307, Kollam Desom, Viyyur Village, Koyilandy Taluk.	}	Respondent
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This Petition coming on this the 25th day of November, 2025 for final hearing before me in the presence of Sri. C. S. Jathish Babu, Advocate for Petitioners and Sri. K. Babu, Advocate for Respondent and the Court passed the following:

ORDER

1. The Petition is filed under Sections 11(2)(b) and 11(3) of the Kerala Buildings (Lease and Rent Control) Act, 1965 (hereinafter referred to as 'the Act').

2. Petition averments, in brief, are as follows: The petition schedule property was let out to the Respondent by Sri. P.P. Muhammed @ Mammed, husband of the 1st Petitioner and father of Petitioner Nos. 2 and 3 by lease deed dated 07.02.2001. Sri. P.P. Muhammed had filed Petition before Rent Control Court, Koyilandy for evicting the Respondent from the petition schedule shop room which was later settled between the parties and another lease deed was executed between Sri. P.P. Muhammed and the Respondent on 05.01.2017 whereby the rate of rent was fixed as Rs. 3500/- (Rupees Three Thousand and Five Hundred only) per month. On the death of Sri. P.P. Muhammed, his interest in the petition schedule shop room devolved upon the Petitioners. The Respondent had paid rent only till January, 2023. The 2nd Petitioner left his job abroad and intends to start a stationary business in the petition schedule shop room. The Petitioners do not have any other vacant room in the possession which is suitable for the business of the 2nd Petitioner. The Respondent is doing grocery business in the petition schedule shop room and there are other rooms in the locality of the petition schedule shop room for shifting the business of the Respondent. The Petitioners *bona fide* requires the petition schedule shop room for doing business. The Respondent is not depending upon the income from the business in the petition schedule shop room for his livelihood. Hence the Petitioners seek for eviction of the Respondent from the petition schedule shop room under Sections 11(2)(b) and 11(3) of the Act.

3. Notice was served on the Respondent. The Respondent filed written statement contending as follows: The Respondent admits that the petition schedule shop room was let out to the Respondent by the predecessor in interest of the Petitioner by agreement dated 07.02.2001 and that the agreement was renewed and the rent was enhanced to Rs. 3,500/- (Rupees Three Thousand and Five Hundred only). The Respondent contends that the rent was kept in arrears, as the Petitioners informed the Respondent that the rent during the period of Covid-19 pandemic can be conceded. It is for the said reason that the rent was in arrears. The averment in the Petition that the Petitioners have no other vacant room in their possession and that the 2nd Petitioner *bona fide* requires the petition schedule shop room for his business is false and denied. The attempt of the Petitioners is to seek for enhancement of the rent. The predecessor in interest of the Petitioners had also filed another RCP and had sent notices to the Respondent to compel him to give a higher rent. The Respondent is depending upon the income from the business in the petition schedule shop room and is not having any other suitable rooms in the locality for shifting his business. The Petition is to be dismissed with costs to the Respondent.
4. The 2nd Petitioner mounted the witness box and was examined as PW1 and Exts. A1 to A4 were marked from the side of the Petitioner. As the counsel for Respondent submitted no instructions from his client, PW1 was not subjected to cross-examination.

5. PW1 deposed in tune with the averments in the Petition. PW1 stated that the petition schedule shop room was entrusted to the Petitioners by the predecessor in interest of the Petitioners and Ext. A1 lease deed was executed between Sri. P.P. Muhammed and Respondent. As per Ext. A1 dated 05.01.2017, the rent was fixed as Rs. 3500/- (Rupees Three Thousand and Five Hundred only). The Respondent admits the title of the Petitioners as landlords, execution of Ext. A1 lease deed and rate of rent as Rs. 3500/- (Rupees Three Thousand and Five Hundred only). Ext. A2 is registered legal notice dated 17.02.2024 directing the Respondent to pay arrears of rent from February, 2023. In Ext. A3 reply notice, the Respondent states that there was an oral agreement between the parties and it was conceded by the Petitioners that the rent during the period of Covid-19 pandemic can be deducted. It is admitted by the Respondent in Ext. A3 that he is ready to pay the rent arrears. During the pendency of RCP, arrears of rent were paid by the Respondent. PW1 stated that he requires the petition schedule shop room for starting a stationery business and that there is no other vacant shop room in their possession and ownership for the proposed business. PW1 stated that he is having necessary capacity to start the said business. In tune with the averments in the Petition PW1 stated that the Respondent does not depend upon the income from the business in the petition schedule shop room and there are other shop rooms in the locality of the petition schedule shop room for shifting his business. The

unchallenged evidence from the side of PW1 proves his case. The Petitioner is entitled to evict the Respondent under Sections 11(2)(b) and 11(3) of the Act.

In the result,

The Rent Control Petition is allowed. The Petitioner is entitled to an order directing the Respondent to surrender vacant possession of the petition schedule shop room to the Petitioner under Sections 11(2)(b) and 11(3) of the Act within 4 weeks from this date. The Petitioner is entitled to realize the costs of the Petition from the Respondent.

(Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in open court, this the 29th day of November, 2025).

Sd/-

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Petitioners' Witness:

PW1 : 14.11.2025 : Mujeeb S/o. Muhammad

Petitioners' Exhibits:

Ext. A1 : 05.01.2017 : Lease Agreement (Renewed)
 Ext. A2 : 17.02.2024 : Lawyer Notice with Acknowledgment and Postal Receipt
 Ext. A3 : 01.03.2024 : Reply Notice with Cover
 Ext. A4 : 11.07.2010 : Lease Agreement

Respondent's Witness/Exhibits: Nil

Sd/-

RENT CONTROL COURT/MUNSIFF

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Fair/Copy of Order in
RCP 11/2024
Dated: 29.11.2025