

IN THE COURT OF THE RENT CONTROL APPELLATE AUTHORITY
ADDL. DISTRICT JUDGE - IV, THALASSERY

(Present:-Sri. Vimal. J, Additional District Judge IV)
Monday, the 17th day of March, 2025/ 27th Phalguna , 1947.

I.A.No. 5//2025 in R.C.A. No. 29/2021

Nabeesu,W/o.Moidu aged 54 years,No o]ccupation,residing at]
pappinisseri amsom,Aroli desom,Kannur District.] Petitioner/
Appellant

Vs.

Kanithottathil Saju,S/o.Damodharan aged 47 years,Kalliassery]
amsom,desom,South,Kannur] Respondent/
Respondent]

Petition filed under section 12 of the Kerala Buildings (Lease and Rent Control) Act, seeking a direction to the tenant to pay the admitted arrears of rent.

This petition coming on this day for hearing before me in the presence of Sri. V.P.Mahamood, Advocate for the petitioner ;and Sri.,P.K.Mahash,Advocate for the respondent ; the court passed the following

ORDER

This is an application filed by the landlord under Section 12 of the Kerala Buildings (Lease and Rent Control) Act, seeking a direction to the tenant to pay the admitted arrears of rent.

2. The learned counsel for the landlord contends that the petition-scheduled building was rented out to the tenant with effect from 01.07.2015 for a monthly rent of Rs.1,700/-. It is contended that the tenant has not paid the rent for the petition-schedule building from 01.01.2018 onwards and has willfully withheld the same.

3. It is contended by the landlord's counsel that apart from making a payment of Rs. 45,000/- before the trial court, no other payment has been made by the tenant. It is submitted that an amount of Rs.1,46,200/- is due to

the landlord from the tenant, out of which Rs.45,000/-was deposited before the trial court. Therefore, an admitted arrears of Rs.1,01,200/- Is is due.

4. In the present case, the tenant has entered appearance. However, the tenant has not filed any counter-affidavit or objections to the averments made in this petition. The tenant has also admitted the fact that the monthly rent of the petition-schedule building is Rs.1,700/- in the counter in RCP. Hence, the admitted arrears of rent are to be to be calculated at the rate of Rs.1,700/- per month.

5. The contention of the landlord that there was a stipulation to pay 10% enhancement in rent every year cannot be accepted in the absence of any material or evidence on record to substantiate the same. Therefore, the admitted arrears are to be be calculated by taking the monthly rent as Rs.1,700/-

6 The tenant has no case that he has paid the rent of the petition-scheduled building from January 2018 onwards. The tenant has neither filed any objections nor produced any documents in support of such a claim.

7. Hence, on consideration of the pleadings of the parties on record, I am of the view that the rate of rent is Rs. 1,700/- per month. The total rent arrears up to February 2025 would amount to Rs.1,46,200/-. However, according to the landlord's statement, Rs.45,000/- was deposited in the trial court. Therefore, the remaining rent arrears come to Rs.1,01,200/-

8. The object of Section 12(1) of the Act is to deny the defaulting tenant the right to contest the application for eviction before the Rent Control Court or to prefer an appeal under Section 18 of the Act against any order made by the Rent Control Court on an application made by a landlord under Section 11, unless he pays to the landlord, or deposits with the Rent Control Court or the Appellate Authority, as the case may be, the admitted arrears of rent.

9. The respondent/tenant has not filed any counter denying the existence of admitted arrears of rent as stated in the petition. From 16.01.2025 onwards this case is posted for counter and hearing. However, no counter has been filed disputing the admitted arrears of rent. Therefore, this petition needs to be allowed.

In the result, the RCA is allowed on the following terms:

- 1. The appellant/tenant is directed to pay/deposit the arrears of rent within 4 weeks from today at the rate of Rs.1,700/- per month for the period from January 2018 upto the date of payment.*
- 2. The appellant/tenant is also directed to pay/deposit the arrears of rent accrued till April, 2025 and the future rent on or before the 15th day of the month in which the same falls due.*
- 3. Considering the nature and circumstances of the case, there is no order as to costs.*

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me, in open court, on this the 17th day of March 2025.)

sd/-

RENT CONTROL APPELLATE AUTHORITY/
ADDITIONAL DISTRICT JUDGE IV

sk/-

Fair/Copy of Order in
I.A.No.5/2025 in R.C.A.

No.29/2021

dated

17.03.2025