

**IN THE COURT OF THE RENT CONTROL, KANNUR**

Present: Sri.Manikandan.C.K, Principal Munsiff, Kannur,  
Thursday, the 19<sup>th</sup> day of March, 2026 (28<sup>th</sup> Phalguna, 1947)

**RENT CONTROL PETITION No.29/2025**

1. Society for Prevention of Cruelty to Animals, ]  
Kannur, Near Municipal Office, Kannur-2, ]  
Represented by its Secretary, P.C.Pradeep, aged ]  
65 years, S/o.Narayanan. ]
- Supplemental Petitioner: ] Petitioners
2. K.Vinod Raj, Secretary (Present), Society for ]  
Prevention of Cruelty to Animals, Kannur, Near ]  
Municipal Office, Kannur - 670002. ]  
Impleaded and Amended as per order in ]  
IA.1/2025 and IA.2/2025 dated.19.07.2025. ]
- Vs.
- Cannanore Spirited Youth's Club, SPCA ]  
Building, Kannur, 670002, Represented by it's ] Respondent  
Secretary. ]

This petition coming on the 16<sup>th</sup> day of March, 2026 for hearing before me in the presence of S/Sri.K.O.Prathap Nambiar, M.R.Hareesh, Abhijai.E.M and Muhammed Sinan.K.P, Advocates for the petitioners; Sri.K.Gopakumar, Advocate for the respondent and having stood over for consideration till this day; the court passed the following:

**ORDER**

This petition is filed under section 11(2) (a) (b) of the Kerala Buildings (Lease and Rent Control) Act (hereinafter referred as 'the Act').

2. Gist of the averments in the petition is as follows:- The petitioner is a society registered under Societies Registration Act, 1860. Its Secretary being

the authorized person has every right to represent the Society. The petition schedule building belongs to the petitioner. The respondent took the petition schedule building on lease as per a kachit dated 01.09.2004 for a monthly rent of Rs.15/-. The respondent has taken possession of the building long back, but there was no sufficient enhancement in the rent. Since there was no enhancement in monthly rent, the petitioner herein filed a Rent Control Petition as RCP No.149/2017 for fixation of fair rent by which fair rent has been fixed as Rs.4,000/-. Thereafter, the fair rent is refixed by the Appellate Authority as per Order in RCA 69/2019 as Rs.3,023/- per month with effect from the date of Rent Control Petition that is from 22.05.2017 with 15% enhancement in every 3 years. As per the Order of the Rent Control Appellate Authority in RCA 66/2019, the present rate of rent per month is Rs.3,997/-. The respondent was paying the rent at the rate of Rs.15/- per month instead of the enhanced rent. The respondent paid the rent at the rate of Rs.15/- upto September 2018. The respondent willfully kept the rent in arrears without any reason. The respondent has no right to continue the tenancy without paying rent arrears. The petitioner several times requested the respondent to pay the rent at the enhanced rate, but the respondent delayed the same raising one or other reasons. So, the petitioner send a notice dated 13.11.2023 to the respondent demanding him to pay the rent arrears. The respondent acknowledged the notice on 14.11.2023, but the respondent failed to comply the order. Hence, this petition.

3. Gist of the averments in the counter filed by respondent is as follows:-  
The petition is not maintainable either in law or on facts. The petitioner has no locus standi to file the petition. He is not empowered to file the above petition as per the byelaw of the society. The locus standi of the petitioner to file the above petition, being the Secretary of the society has to be subjected to strict

proof. It is true that the respondent has taken possession of the petition schedule building on lease as per kachit from The Society for Prevention of Cruelty to Animals, Kannur of which the District Collector is the ex officio Chairman. The monthly rent of the petition schedule building was Rs.15/-. It is also true that RCP No.149/2017 for fixation of fair rent was filed by the petitioner and the said petition was disposed off fixing the rent @ Rs.4,000/- and thereafter the rent of the building was refixed at Rs.3,023/- per month with effect from the date of Rent Control Petition i.e., 22-5-2017 with 15% enhancement in every 3 year. But the averments in the petition that as per the order in RCA 69/2019, the present rate of rent is Rs.3,997/- is not correct. The petitioner is not entitled to get rent @ Rs.3,997/- per month. The respondent has already paid Rs.1,00,000/- to The Society for Prevention of Cruelty to Animals towards security in various occasions after entrustment. If this court finds that if the petitioner has locus standi to represent the society the aforesaid amount may be adjusted towards rent. The respondent has not received any notice from the petitioner for demanding the rent. The particulars of the building furnished by the landlord u/s 27 of the Rent Control Act in the petition are incorrect. Hence, the petition is to be dismissed with costs.

4. The following points are raised for consideration:-

1. Whether the respondent is kept rent of the building in arrears without any reasonable cause and thereby liable to be evicted under section 11 (2)(b) of the Act.
2. Whether the petitioners are entitled to get an order of eviction of respondent?
3. What is the order as to costs?

5. No oral evidence from the side of the petitioners. Exts.A1 to A5 were marked from the side of the petitioners. The respondent is not adduced any oral evidence. No documents marked from the side of respondent.

6. Heard both sides.

7. **Point No.1:-** The case of the petitioner is that petitioner is a society registered under Societies Registration Act 1860. Its Secretary being the authorized person has every right to represent the society in all courts of law. Further case of the petitioner is that petition schedule building belongs to the petitioner. The respondent took the petition schedule building on lease as per kacheet dated 01.09.2004 for a monthly rent of Rs.15/-. Since there was no enhancement in the monthly rent, the petitioner herein filed RCP 149/2017 for fixation of fair rent by which the fair has been fixed as Rs.4,000/- per month. Thereafter, the fair rent is refixed by the Hon'ble Rent Control Appellate Authority, Thalassery as per order in RCA 69/2019 as Rs.3,023/- per month with effect from the date of the Rent Control Petition ie, from 22.05.2017 with 15% enhancement in every three years. Further contention of the petitioner is that the present rate of rent per month is Rs.3,997/-. The respondent paid rent at the rate of Rs.15/- only upto September 2018. The respondent willfully kept the rent in arrears without any reason. Though the petitioner issued Ext.A1 notice dated 13.11.2023 to the respondent by demanding to pay the rent arrears, respondent acknowledged the notice as per Ext.A2, the respondent not paid the rent. The respondent had taken a contention that he has not received any notice from the petitioner for demanding the rent. There is no any oral evidence adduced and not produced any documentary evidence to show that the Ext.A1 notice was not received by the respondent. The signature in the Ext.A2 not specifically disputed in the counter. The mere contention of the respondent

without any sufficient proof not at all sufficient to disprove the case of the petitioner. On going through Exts.A1 and A2, it can be safely concluded that the statutory notice send by the petitioner to the respondent.

8. During the pendency of this matter, petitioner No.2 was impleaded as per order in IA 1/2025 and corresponding amendment was made as per order in IA 2/2025.

9. The main contention of the respondent is that the above petition is not maintainable and the petitioner has no locus standi to file the petition, as he is not empowered to file the above petition as per the byelaw of the society. Further contention of the respondent is that the case of the petitioner that the present rate of rent is Rs.3,997/- is not correct. There is no dispute about the monthly rent of the petition schedule building was Rs.15/- and there is no dispute that rent of the building was refixed at Rs.3,023/- per month with effect from 22-05-2017 with 15% enhancement in every 3 years. The further contention of the respondent is that he had already paid Rs.1,00,000/- to the petitioner towards the security in various occasions after the entrustment.

10. The contention of the petitioner is that the petition schedule building situate within Kannur Corporation wherein Kerala Buildings (Lease and Rent Control) Act applicable. On the other hand, the contention of the respondent is that the above petition is not maintainable either on law or on facts. Learned counsel for the petitioner vehemently argued that under section 1(3) of the Act notification is in respect of the area and not based on the nature of local authority. On going through the schedule of the Act, Kannur Municipality was notified under section 1(3) of the Act and Kerala Buildings (Lease and Rent Control) Act is applicable to the Corporation. As per GO(P) No.150/2015/LSGD dated 30.04.2015 would go to show that the area of Kannur

Municipality, Pallikkunnu Grama Panchayath, Puzhathi Grama Panchayath, Edakkad Grama Panchayath, Elayavoor Grama Panchayath and Chelora Grama Panchayath became in Kannur Municipal Corporation. Learned counsel for the petitioner argued that the Kannur Municipality is an area mentioned in the schedule of Kerala Building (Lease and Rent Control) Act and the Municipal area already in the schedule at the time of enactment of the Act. Learned counsel of the petitioner further argued that Kannur Municipality upgraded to Kannur Corporation in the year 2015 and the petition schedule building was under Kannur Municipality before upgrading to Kannur Corporation. Learned counsel for the petitioner further argued that the mere changing of Municipality to Corporation does not require any specific notification under section 1(3) of the Act as the area does not changed and notification only required for the area which is not included in the schedule of the Act. In short, Kannur Municipality was once notified and thereafter, it became Kannur Corporation.

11. In **Meenakshi Vs. R.Ananthammal and others reported in 2015 (1) KHC 27**, it was held that “*once the Act is extended to an area, it operates apply to that geographical limit*”. In a judgment of the Division Bench of the Hon’ble High Court of Kerala in **Koorantakath Kamaludeen Vs. Kannyaath Divakaran in OP (RC) No.154/2024** dated 25.11.2024 held that\_fresh notification is required. On the other hand, learned counsel for the petitioner argued that under section 1(3) of the Kerala Buildings (Lease and Rent Control) Act, the notification is in respect of area and not based on the nature of the local authority and relied upon the Division Bench judgment of the Hon’ble High Court of Kerala in **Vadavathi Rajeevan and another Vs. K.Vanaja and another reported in OP(RC) No.16/2025** dated 03.02.2025, it was held that fresh notification is not required. Thereafter, both the above judgments referred

to Full Bench. In **Vadavathi Rajeevan vs. K.Vanaja reported in I.C.R [O.P(RC)] No.12/2025, O.P. R.C No.16/2025, 2026 KHC online 28**, the mute questions came before the Hon'ble Full Bench of the Hon'ble High Court of Kerala was that whether consequent upon a panchayath become a Municipality, a further notification under section 1(3) is required for the continued applicability of the Act to that area. Full Bench of the Hon'ble High Court of Kerala held that "no further notification is required, when a Panchayath become a Municipality as section 1(2) is the charging provision which applies the attitude area mentioned in the schedule 1, while section 1(3) functions as a superstructure enabling the State Government to extend, modify, cancel, withdraw applicability. Once the area is notified in a schedule 1, a subsequent change in its status is of no consequence for the purpose of the Act. It was further held that the judgment of the Division bench in **Koorantakath Kamaludeen Vs. Kannyaath Divakaran in OP (RC) No.154/2024** is not correctly lay down the law and thereby overruled and **OP(RC) No.16/2025** dated 25.11.2024 and in **Meenakshi Vs. R.Ananthammal and others reported in 2015 (1) KHC 27** are affirmed. When applying the principles in the Full Bench decision of the Hon'ble High Court of Kerala to the present facts of the case, I am of the view that, once the Kannur Municipality is notified, whether it later become Corporation has no impact unless the area is excluded by separate notification or exempted under section 25 of the Kerala Building (Lease and Rent control) Act and therefore the above RCP is perfectly maintainable before this court.

12. The contention of the respondent is that the respondent has taken the possession of petition schedule building on lease as per the kacheet from SPCA of which District Collector, Kannur is the Ex-officio Chairman and therefore

the petitioner has no locus standi to file this RCP. Learned counsel for the petitioner argued that SPCA is the voluntary society registered under Societies Registration Act 1860 at the time when the Society for Prevention of Cruelty to Animals in 1960 was in force. Learned counsel for the petitioner argued that the landlord is the SPCA, Kannur and also argued that the section 2(3) of the Kerala building (Lease and Rent Control) Act defined 'landlord'. Before discussing further, I feel that it is better to add the definition of landlord as per section 2(3) of the Act in this judgment. As per section 2(3) of the Act *"landlord" includes a person who is receiving or entitled to receive the rent of the building, whether or his own account or on behalf of another or on behalf of himself and others or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the rent or be entitle to receive the rent, if the building where let out to a tenant"*.

13. There is no any documentary evidence adduced by the respondent to show that anyone claiming rent other than the petitioner. There is no serious dispute that the petitioner society is a society registered under Societies Registration Act. The main contention of the respondent is that the petitioner has no locus standi to file this petition and he is not empowered to file the above petition as per the byelaw of the society. Ext.A5 is the judgment in OS 438/2021 which is filed by SPCA represented by its Secretary against the District Collector and others. On going through Ext.A5 judgment the Hon'ble Munsiff Court, Kannur already found that "defendants have no control over the management of the plaintiff's society other than the right the 2<sup>nd</sup> and 3<sup>rd</sup> defendants possess while giving grant in aid and other than the right the 1<sup>st</sup> defendant (District Collector) possess as the Ex-officio Chairman of the Executive Committee and President of the society". There is no other contra

evidence produced by the respondent to show that Ext.A5 judgment reversed by any other superior court. Therefore, I am of the view that petitioner is having right to file this RCP.

14. In **Thomas Stephen vs. Fort in Infra Developers Pvt. Ltd. Reported in 2017 (4) KHC 220**, it was held that “*in order to exhaust ground under section 11(2)(a)(b) there should be a demand notice specified the period in which the rent fell in arrears and rate of rent payable*”. It is pertinent to note that respondent had taken a contention that he has not received any notice from the petitioner for demanding the rent. I have already stated that the respondent did not take contention that the signature in Ext.A2 is not that of him. The definite case of the petitioner is that respondent had not paid the enhanced rate of rent as per Ext.A3 order. On a close reading of Ext.A1 notice coupled with Ext.A3, it is clear that what is the enhanced rate of rent and period from which the rent is in due etc. are clearly stated in the notice. So, Exts.A1 and A2 are sufficient to hold that statutory notice issued by the petitioner, same is received by the respondent. The definite case of the petitioner is that the respondent had not paid the rent as per the enhanced rate of rent fixed by the Rent Control Appellate Authority as per Ext.A3.

15. Now the point to be decided is that whether the respondent had kept rent of the petition schedule room in arrears. Contention of the petitioner that the respondent not paid enhanced rate of rent as per Ext.A3 order. The rent for the purpose of 11(2)(b) of the Act is concerned, the rent as on the date of notice alone is significant. In **Chinnamma Vs. Gopalan reported in 1995 KHC 382**, it was held that “*to pay or deposit the rent due at the time of notice is only the liability of tenant. The arrears of rent upto the date of proceedings need not be deposited and also rent which accrues during the pendency of the*

*proceedings thereafter. An independent order, passed during the pendency of the proceedings is required to invoke section 12. Section 11(2)(c) is attracted in a case where an order of eviction has been passed under 11(2)(b)."* There is no oral or documentary evidence adduced and produced to show that respondent paid Rs.1,00,000/- to the SPCA towards security. So the case of the respondent that he paid Rs.1,00,000/- to the SPCA as security cannot be believed.

16. The case of the petitioners is that the respondent has not paid the enhanced rate of rent from 22.05.2017 onwards. On going through Ext.A3, the fair rent was fixed to the room which is the subject matter in the above RCP is as Rs.3,023/- per month with effect from Rent control petition that is from 22.05.2017 with 15% enhancement in every 3 years. Further contention of the petitioner is that the present rate per month is Rs.3,997/- and the respondent paid rent only at the rate of Rs.15/- upto September 2018. There is no case for the respondent that Ext.A3 order has been challenged. Therefore, I am of the view that Ext.A3 order can be relied upon to prove the rate of rent, enhancement and period from which the rent is in due. As per Ext.A3 order, 15% enhancement in every 3 years is also ordered. On getting Ext.A1 notice, respondent has to pay rent arrears as per the enhanced rate. On going through Ext.A3, respondent has to pay rent at the rate of Rs.3,023/- per month with effect from 22.05.2017 with 15% enhancement every three years. Respondent in the above RCP has to pay rent in arrears at the rate of Rs.3,023/- per month with effect from 22.05.2017 to 21.05.2020. Respondent has to pay rent in arrears at the rate of Rs.3,476.45 per month from 22.05.2020 till 21.05.2023. Respondent has to pay rent in arrears at the rate of Rs.3,997/- per month from 22.05.2023 till 13.11.2023. Since the respondent failed to pay such amount

without reasonable cause, he should be evicted. This order will be vacated, if the respondent pays or proves to be paid to petitioners the arrears of rent as stated above from 22.05.2017 to 13.11.2023 with interest at the rate of 6% per annum and costs of the proceedings from the date of the order.

17. **Point No.2:-** From the above discussions, I am of the view that the petitioners are entitled to get an order of eviction of the respondent under section 11 (2) (b) of the Act.

18. **Point No.3:-** From the facts and circumstances of the case, petitioners are entitled to get costs of the proceedings from the respondent.

**In the result**, this petition is allowed with costs as follows:-

1. The respondent is directed to put the petitioners in vacant possession of the petition schedule room within one month from the date of the order under section 11 (2) (b) of the Act.
2. The order passed under section 11 (2) (b) of the Act shall be subject to section 11 (2) (c) of the Act.
3. The respondent is also directed to pay costs of the proceedings to the petitioners.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 19<sup>th</sup> day of March, 2026).

Sd/-  
Rent Control Court  
(Principal Munsiff)

**Petitioner's Exhibits:-**

A1 : 13.11.2023 : Copy of Notice issued by Secretary, SPCA,  
Kannur.

- A2 : 14.11.2023 : Postal acknowledgment card.
- A3 : 21.06.2023 : Certified copy of Common Judgment in RCP Nos.63/19, 64/19, 65/19, 66/19, 67/19, 68/19, 69/19, 70/19, 71/19, 72/19, 73/19, 74/19, 75/19, 76/19, 77/19, 78/19, 80/19, 84/19, 87/19, 88/19, 89/19, 96/19, 97/19, 98/19, 99/19, 122/19, 123/19, 126/19, 127/19, 136/19, 144/19, 145/19, 146/19, 147/19, 148/19, 34/20, 36/20, 45/20, 46/20, 47/20, 47/20, 48/20, 49/20, 51/20, 52/20, 53/20, 54/20, 55/20, 56/20, 57/20, 58/20, 59/20, 69/20 and 70/20 of the court of the Rent Control Appellate Authority, Thalassery.
- A4 : 31.10.2013 : Certified copy of decree in OS.438/2001 of the Munsiff Court, Kannur.
- A5 : 31.10.2013 : Certified copy of judgment in OS.438/2001 of the Munsiff Court, Kannur.

Petitioner's Witnesses:- Nil.

Respondent's Witnesses & Exhibits:- Nil.

Sd/-  
Rent Control Court  
(Principal Munsiff)

// True copy//

Rent Control Court  
(Principal Munsiff)

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Fair/Spare Order in RCP.29/2025  
Dated: 19.03.2026.