

IN THE COURT OF THE RENT CONTROL, KANNUR.
Present: Bhagyalakshmi V L, Additional Munsiff, Kannur,
Friday, 10th day of April 2026, 20th Chaithra 1948.

I A 02/2025 in RENT CONTROL PETITION No. 16 OF 2025

P. P. Musthafa, S/o.C. H. Mahamood, aged 64 years,] Petitioner/
Business, Residing at P.P.House, Chirakkal amsom,] Petitioner
Puzhathi desom, P.O.Chirakkal, Kannur 670 011.]
Phone: 94477 32927.

Bhagyalakshmi. K.C., D/o. Balakrishnan & W/o. Vilas,] Respondent/
Aged 42 years, residing at 'Lakshmi', Puthiyaparamba,] Respondent
Thekke Poothappara Road, Alavil amsom desom,]
P.O.Alavil, Kannur 670 008.

Petition is filed under section 12(1) of the Kerala Buildings (Lease and Rent Control)Act.

This Petition coming on the 08th day of April, 2026, for final hearing before me in the presence of S/Sri. M Jameel Ahmed and O G Rakhee Advocates for the petitioner; and of S/Sri. Abhilash N and Aswanth P T, Advocates for the respondent; and having stood over for consideration to this day; the Court passed the following:

ORDER

This is a petition filed under section 12(1) of the Kerala Buildings (Lease and Rent Control) Act 1965 (hereinafter referred as 'the Act').

2. **Petition averments in brief are as follows:** Petitioner herein is the petitioner in the above rent control petition filed under section 11(3) of the Kerala Building (Lease and Rent control) Act 1965. The petition schedule

building was rented out to the respondent as per kacheet dated 24.07.2015 for a monthly rent of Rs. 4,500/-. The respondent had agreed to pay the electricity charges over and above the rent. There was a stipulation in the kacheet that the respondent would pay Rs.75/- per month towards the cleaning, water and watchman's charge. By a separate agreement, it was agreed that the respondent will pay 10% enhancement on the prevailing rent every two years. The respondent is liable to pay the rent at Rs.5,989/-. The respondent had paid rent upto and inclusive of March 2020 on 16.01.2021. The petitioner had relinquished the rent for the months of April and May in view of Covid-19 pandemic. The respondent had paid rent from June 2020 till November 2020. The respondent defaulted thereafter and the rent for a period of 60 months from December 2020 till date is in arrears. The respondent filed counter statement to the rent control petition admitting the rate of rent, but denying rent arrears. Apart from the vague denial, he had neither specifically pleaded discharge nor produced any evidence to show the payment of rent. Hence, the petition for an order directing the respondent to pay or deposit rent arrears and to continue to pay rent becoming due subsequently till the disposal of the rent control petition; and in the event of default, to pass an directing the petitioner to be put in possession u/s 12(3).

3. Copy of the petition was served on the respondent.

4. **Respondent filed counter raising the following contentions:** The above petition is not maintainable either in law or on facts. The respondent has been paying rent without fail from the beginning and hence there are no admitted arrears of rent. The petitioner had though the respondent paid the entire rent, due to enmity, the petition is filed raising false allegations. received amounts through his staff and signed vouchers. Respondent took the petition schedule building on rent for commercial purposes and has been conducting businesses by the name 'Tansom Techno Services' and 'Tansom Techno Academy' in the building. There are no rent

arrears, as alleged by the petitioner. During the COVID-19 period, the petitioner agreed to waive rent up to December 2021, and rent subsequent thereto has been duly paid. The petitioner had earlier filed R.C.P. No. 104/2022 under Section 11(2)(b) of the Act, alleging arrears of rent from March 2021. In that proceeding, an application IA 2/2024 filed under Section 12(1) was allowed directing deposit of arrears, which was challenged by the respondent in R.C.A. No. 132/2024, whereby stay was granted on condition of deposit of Rs.1,00,000/- which was complied with. The rent arrears alleged by the petitioner is disputed by the respondent and the question of rent arrears is pending consideration before the Appellate Court. The present petition filed raising the same contentions and for the same relief is not maintainable. The respondent has been regularly paying electricity, water and maintenance charges since 2015. The petitioner has not produced any document to show ownership, when there is landlord-tenancy dispute already raised. The intention of the petitioner is to evict the respondent and multiple petitions are filed under different grounds. The sole income of the respondent is from the business conducted in the petition schedule building. Respondent had spent huge amount in the petition schedule building and has employed several workers for his business in the petition schedule building. Hence, the petition is to be dismissed with costs.

5. Ext. A1 was marked on the side of the petitioner. No documents were marked on the side of the respondent.

6. Heard both sides and perused relevant records.

7. Upon rival contentions the following points arise for consideration:

(i) Is there a denial of landlord-tenant relationship? Is any amount due from the respondent to the petitioner as arrears of rent?

(ii) Reliefs and costs?

8. **Point (i)**: In the counter statement filed to the rent control petition, the

respondent has claimed himself to be a statutory tenant by holding over and has contended the petitioner has to prove whether he is the real landlord of the petition schedule building. Referring to the above allegations, the respondents in the counter to the present petition contends that he has denied the landlord tenant relationship and as such the petition is not maintainable. A conjoint reading of the contentions in the counter to the rent control petition and the counter to the present petition would reveal that the respondent is explicitly denying the title of the petitioner to the petition schedule building and not the landlord tenant relationship as such. This is evident from a careful consideration of the averments in the counter, wherein the respondent had expressly admitted himself to be a tenant of the petitioner. There are admissions to the effect that the respondent had taken the petition schedule building on rent for commercial purposes and that he had been paying rent to the petitioner and further that the petitioner has been accepting the rent through his staff. In the light of the above admissions, the respondent cannot be heard to contend that he had denied the landlord tenant relationship. Hence this point is answered against the respondent.

9. **Point No. (ii):** According to the petitioner, the petition schedule building was rented out to the respondent for a monthly rent of Rs.4,500/-per month and that the rent payable after periodic enhancement of 10% every two years is Rs5,989/-. It is the contention of the petitioner that the rent for a period of 60 months from December 2020 has been in arrears. The respondent, on the other hand contends that no arrears are due as alleged.

10. In ***Nandanam Tiles & Sanitaries (P) Ltd. v. Abdul Gaffur (2022 (4) KHC 201)***, the Hon'ble High Court of Kerala has held that in a proceeding under S.12 of the Act, a tenant cannot be allowed to wriggle out from the statutory liability by making a blank denial. A blank denial in the counter statement or objection to the application filed under S.12 of the Act that no amount is payable towards arrears of

rent is not at all sufficient. Hence it is incumbent upon the tenant who claims to have made regular payments of rent to produce rent receipts evidencing such payments.

11. Here, the respondent has not denied the rate of rent as alleged by the petitioner. Accordingly, the admitted rate of rent is Rs 5,989/-. The only dispute is with respect to the period for which rent is due. According to the petitioner, rent is due for a period of 60 months from December 2020. The respondent contends that no arrears are due. The petitioner had admitted that rent for April and May 2020 during covid period has been waived. Contrary to the admission of the petitioner, the respondent contended the rent during the entire period of Covid 19 pandemic till December 2021 has been waived by the petitioner. It is settled position of law that the rent control court cannot proceed on an adjudication of the actual rent in arrears while dealing with a petition under section 12(1). As the liability to pay rent for the covid period till December 2021 is disputed by the respondent, the rent for the said period cannot be regarded as forming part of 'admitted arrears of rent'.

12. So far as the remaining period is concerned, the respondent maintained that he had been paying rent without fail and as such there are no arrears of rent. The Hon'ble High Court of Kerala in ***Gopala Panicker Baiju and Another v. Mallika (2018 (5) KHC 95)***, has observed that rent receipts, postal receipts or bank records, contemplated under S.9(2) of the Act, produced by the tenant, are the documents which would suggest the period for which rent is paid. It is the specific contention of the respondent that the petitioner had been receiving rent through his staff and that vouchers were signed in receipt thereof. If that be the case, the vouchers would have been the best piece of evidence to prove that rent had been paid regularly and that no arrears are due. There is no explanation as to why the vouchers evidencing payment of rent were not produced. Where the petitioner claims that rent has been in arrears from December 2020, no evidence whatsoever has been adduced by the respondent to support his contention that no arrears are

due from him. In these circumstances, the allegation of the petitioner that the rent was in arrears from December 2020 is liable to be accepted.

13. From the discussions in the foregoing paragraphs, it can be found that the rent was in arrears from December 2020 till this date. Thus, barring the period of waiver till December 2021, period of rent arrears will be 51 months from January 2022 till March 2026. The respondent has contended that the question of admitted arrears of rent is pending consideration before the Appellate court in RCA 132/2024 filed against the order in IA 1/2024 u/s 12(1) in RCP 104/2022, and hence this petition for the same relief is not maintainable.

14. It was argued by the counsel for the petitioner that arrears of rent for the period not covered by the order in IA 1/2024 in the earlier RCP 104/2022 may be ordered. Ext.A1 is the order in IA 1/2024 in RCP 104/2022. A perusal of Ext.A1 would reveal that arrears of rent from January 2022 to July 2024 had been ordered to be paid. Accordingly the arrears of rent for the period from August 2024 has not been considered in RCP 104/2022 and as such is not pending consideration before the Appellate Court. Moreover, the respondent does not have a case that rent from August 2024 till date has been paid. Hence it is found that an order respecting admitted arrears of rent from August 2024 till March 2026 can be made.

15. The admitted arrears of rent at the rate of Rs.5,989/- for 20 months from August 2024 till March 2026 would come to Rs.1,19,780/- (Rs.5,989/- x 20 months). Hence, it is found that Rs.1,19,780/- (Rupees One Lakh Nineteen Thousand Seven Hundred and Eighty Only) is due from the respondent to the petitioner as admitted arrears of rent with respect to the petition schedule building. In ***Kuruville v. Sainaba (2006 KHC 1399)***, the Hon'ble High Court of Kerala held that the terminology all arrears of rent used in section 12 will include interest on such arrears. Hence, it is deemed proper to order interest at the rate of 6% on the arrears of rent.

16. The respondent is liable to pay to the petitioner/deposit in court Rs.1,19,780/- (Rupees One Lakh Nineteen Thousand Seven Hundred and Eighty Only) with interest at the rate of 6% as admitted arrears of rent within 30 days from the date of this order and shall continue to pay subsequent rent within 15 days from when it has fallen due, until the termination of proceedings. Accordingly, these points are found in favour of the petitioner.

In the result, the petition is allowed as follows:-

1. The respondent is directed to pay a sum of Rs.1,19,780/- (Rupees One Lakh Nineteen Thousand Seven Hundred and Eighty Only) with interest @ 6% per annum to the petitioner towards the arrears of rent within 30 days from the date of this order or he shall deposit the same before this court within 30 days from the date of this order.
2. The respondent is further directed to pay or deposit the rent of the petition schedule building for the subsequent period within 15 days from the date on which it falls due, until the termination of the proceedings.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 10th day of April, 2026).

Sd/-

RENT CONTROL COURT
(ADDITIONAL MUNSIFF)

Petitioner's Exhibits:-

A1 09.08.2024 Copy of Order in I A 01/2024 in RCP 104/2022 of
Rent Control Cour(Additional Munsiff), Kannur.

Sd/-

RENT CONTROL COURT
(ADDITIONAL MUNSIFF)

Fair/Copy of Order in IA 02/2025
in RCP 16/2025, dated 10.04.2026