

IN THE COURT OF THE MUNSIF OF KANNUR  
Present: Bhagyalakshmi V L, Additional Munsiff, Kannur,  
Tuesday, 31<sup>st</sup> day of March 2026, 10<sup>th</sup> Chaithra 1948.

**ORIGINAL SUIT No. 78/2024**

Seema Jayaram, W /o K.N.Jayaraman, aged 57  
years, Occupation nil, resident of 3A, Sree Narayana,  
New No. Z-10, Old No. Z-233, 6<sup>th</sup> Street, Anna Nagar,  
Chennai 600040, Tamil Nadu through her Power of  
Attorney holder K. Arun Kumar, S/o. Karunakaran,  
Aged 60 years, residing at Kaliyath House, Near SBI,  
Thavakkara, P.O., Kannur-670 001 in Thavakkara  
Ward of Kannur Corporation, Taluk and district.

] Plaintiff

Vs.

C.V. Sampreeth, S/o C.D. Padmanaban aged about  
53 years, Occupation business, M/s. Car Land, Door  
No IX-289-A, Chettippedika, P.O.Pallikkunnu,  
Pallikunnu amsom, Chalad desom,  
Kannur -670 004 of Kannur Taluk and District.

] Defendant

This suit coming on the 26<sup>th</sup> day of March, 2026 for final hearing before me in the presence of S/Sri. Babu Mandein and Sreedevi R G, Advocates for the plaintiff; and of Sri. K Mahesh, Advocate for the defendant reported no instruction, the defendant was called absent and he was set exparte; and having stood over for consideration to this day; the court delivered the following:-

**J U D G M E N T**

This is a suit for money.

2. **The plaint averments in brief are as follows:-** The plaint schedule room bearing No.IX 289-A of Pallikkunnu Panchayath (New No. Ward V, Building No.725) situated on the ground floor and located on NH-17 R.S No.172/9 Palikunnu amsom

Chalad desom Kannur District belonged to the plaintiff and the same was let out to the defendant with effect from 01.12.2018 pursuant to a lease agreement executed with him. As per the agreement, defendant agreed to pay a monthly rent of Rs.20,000/- as well as the electricity charges. Rent for the period up to and inclusive of 30.11.2019 had been paid but the rent thereafter has been willfully kept in arrears by the defendant. Even after repeated demands from the plaintiff, the defendant has not paid the rent and hence a lawyer notice dated 10.03.2020 was issued to the defendant calling up on him to pay the rent arrears. As the defendant refused to accept the same with malafide intention, it was returned with an endorsement "Refused". Since no response was heard from the side of the defendant, the plaintiff had filed a Rent control petition No 107/2020 before the Hon'ble Rent Control Court, Kannur under section 11(2)(a)(b) of Kerala Building Lease and Rent Control Act which was allowed by the court. The execution petition in respect of the same on the file of Hon'ble Principal Munsiff Court as EP No.106/2023 is pending. Despite the above legal proceedings, the respondent has not paid the rent arrears. Though the rent from 01.12.2019 is in arrears, the plaintiff is claiming rent from 01.03.2021 alone as the rent for other periods is barred by limitation. The total rent arrears claimed by the plaintiff is Rs.7,00,000/- being the amount of rent from 01.03.2021 to 31.01.2024 for 35 months at the rate of Rs.20,000/- per month. The plaintiff is entitled to get interest thereof 6% per annum from the date of actual default of each month's rent. The interest due thereon is calculated as Rs. 63,636/-. Hence the total

rent in arrears with interest claimed by the plaintiff is Rs.7,63,636/-. Though the plaintiff repeatedly requested the defendant to pay the rent arrears, the defendant had not responded positively. Hence, the suit for recovery of rent arrears.

3. **The defendant filed written statement raising the following contentions:** The suit is not maintainable either in law or on facts. The defendant had taken the plaint schedule building on lease from the plaintiff in the year 2008 as per agreement by fixing a monthly rent of Rs. 8,000/-. The rate of rent was periodically enhanced and at present the monthly rent of the building is Rs. 20,000/-. At the time of collecting the rent in the month of November 2019, the plaintiff demanded to enhance the monthly rent to Rs.30,000/- and the defendant expressed his unwillingness to such an unreasonable enhancement of rent. Infuriated thereby, the plaintiff threatened to evict the defendant from the building at any cost. The defendant had paid the rent regularly but the plaintiff had not issued receipts thereafter with a malafide intention to evict him from the building. These facts are deliberately suppressed to make out a cause of action. The defendant has not received the registered lawyer notice as alleged and he has not returned the notice as unclaimed. The order in R.C.P 107/2020 was passed against him ex parte and he had preferred an appeal against the order as R.C.A.No.129/2023 before the Hon'ble Rent Control Appellate Authority, Thalassery. The Hon'ble Appellate Court has issued notice to defendant and the same stands posted to 05.09.2024. Hence, the suit is to be dismissed with costs.

4. From the rival pleadings, the following issues were settled for trial:-

1. Is the plaintiff entitled to get a decree as prayed for?

2. Reliefs and costs?

5. During trial, defendant's counsel reported no instruction. The defendant remained absent and was set exparte.

6. Power of attorney holder of plaintiff was examined as PW1. Exts.A1 to A3 documents were marked.

7. Heard the counsel for the plaintiff and perused relevant records.

8. **Issue Nos.1 and 2:-** The power of attorney holder of plaintiff was examined as PW1. He filed proof affidavit in lieu of examination in chief reiterating the plaint averments. According to PW1, the plaint schedule room which belonged to the plaintiff was let out to the defendant on a monthly rent of Rs.20,000/- and the rent from 01.12.2019 had been willfully kept in arrears by the defendant. As the defendant refused to pay the arrears despite repeated requests, a lawyer notice was caused to be issued calling up on him to pay the rent arrears. PW1 deposed that thereafter, RCP 107/2020 was filed before the Hon'ble Rent Control Court, Kannur under section 11(2)(b) which was allowed and the RCA 129/2023 filed by the defendant was closed as the defendant surrendered the key in EP No.106/2023 filed thereafter before the Hon'ble Principal Munsiff Court. PW1 further deposed that the plaintiff is entitled to realize a sum of Rs.7,63,636/- being the amount of rent

arrears from 01.03.2021 to 29.02.2024 for 35 months at the rate of Rs.20,000/- per month (Rs 7,00,000/-) together with interest at the rate of 6% per annum (Rs 63,636/-).

9. Ext.A1 is the office copy of the lawyer notice, Ext.A2 is the certified copy of the order in RCP No.107/2020 and Ext.A3 is the certified copy of order in EP No.106/2023. Though the defendant filed written statement, he did not turn up when the case was listed for trial. From the unrebutted evidence of PW1 and Exts.A1 to A5, it is proved that the defendant had defaulted in payment of rent and that he owes an amount of Rs 7,63,636/- to the plaintiff on account of rent arrears. I am satisfied that plaintiff has a cause of action against the defendant. There is no contra evidence to disprove the case of the plaintiff. In these circumstances, I find that plaintiff is entitled to realize a sum of Rs.7,63,636/- from the defendant with interest at the rate of 6% per annum on the principal amount of Rs.7,00,000/- from the date of filing of the suit till realization.

10. The general rule is that costs shall follow the event. I find no reason to deviate from the said rule. Hence, I am of the view that the plaintiff is entitled to realize costs of the suit from the defendant.

In the result, the suit is decreed with cost as follows:-

1. The defendant is directed to pay a sum of Rs.7,63,636/- (Rupees Seven Lakh Sixty-three Thousand Six Hundred and Thirty-six Only) to

the plaintiff with interest at the rate of 6% per annum on the principal amount of Rs.7,00,000/- from the date of filing of the suit till realization.

2. The defendant is also directed to pay costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 31<sup>st</sup> day of March, 2026).

Sd/-

ADDITIONAL MUNSIFF

**Plaintiff's Witnesses :-**

PW1- Sri. Arunkumar K (With Affidavit)

**Plaintiff's Exhibits:-**

- |    |            |  |
|----|------------|--|
| A1 | 10.03.2020 | Copy of Lawyer Notice sent to defendant.                                   |
| A2 | 04.08.2022 | Certified copy of Order in RCP 107/2020 of the Prl. Munsiff Court, Kannur. |
| A3 | 07.02.2025 | Certified copy of Order in EP 106/2023 of the Prl. Munsiff Court, Kannur.  |

**Defendant's Witnesses and Exhibits:-** Nil

Sd/-

ADDITIONAL MUNSIFF

Fair/ Spare copy of Judgment in  
OS No.78/2024, Dated: 31-03-2026.

