

IN THE COURT OF THE RENT CONTROL, KANNUR.
Present: Mohamed Mausoom P T, Rent Control Court
(Additional Munsiff)
Saturday, the 30th day of May, 2026 (9th Jyayshta, 1948)

IA No. 01/2026 in RENT CONTROL PETITION No. 106 OF 2025

Muhammed Ramees Puthan Veetil, S/o. Abdul Khader K.V.T,]
aged 31 years, residing at Al Khadr, Aanayidukku Road,]
P.O.Thana, PIN-.670012, Kannur District rep. through his]
Power of Attorney Holder Abdul Kader.K.V.T, S/o. Moideen]
Kunhi.M.K, aged 80 years, residing at Al Khadr, Aanayidukku]
Road, P.O.Thana, PIN.670012, Kannur-I amsom, Anayidukk]
Ward of Kannur District Taluk and Kannur District.

Petitioner/
Petitioner

V/s.

Samuvel Premkumar Vithu, S/o. Manuvel Vithu, aged 64]
years, residing at Snehakoodu, Kuruva, P.O.Kadalayi,]
PIN.670003, Kannur-I amsom Kannur Karar desom of Kannur]
Taluk and District.

Respondent/
Respondent

Petition is filed under section 12 of the Kerala Buildings (Lease and Rent Control) Act 1965.

This Petition coming on the 21st day of May 2026, for final hearing before me in the presence of Sri. Saju Balakrishnan, Advocate for the petitioner; and of Smt. K P Preethakumari, Advocate for the respondent; and having stood over for consideration to this day; the Court passed the following:

ORDER

The above interim application is filed under Section 12(1) of The Kerala Buildings (Lease and Rent Control) Act, 1965 (*hereinafter referred to as 'The Act'*) by the petitioner/landlord seeking admitted arrears of rent from the respondent/tenant.

2. The averments of the application in brief:-

The petitioner herein is the power of attorney holder of the original petitioner in RCP 106/2025 (*hereinafter referred to as 'Main Petition'*) filed Under section 11 (2) (b) of The Act seeking to evict the tenant on the ground of non payment of rent. The rate of rent over the petition schedule building is Rs.3,000/- (Rupees Three Thousand Only) and the same has been paid by the respondent till 30-04-2024. Thereafter, the petitioner sent notice demanding arrears of rent for the period from 01-05-2024 to 31-12-2024 on 18-01-2025. Subsequent to filing the main petition, the respondent paid an amount of Rs.15,000/- (Rupees Fifteen Thousand Only) through court. Since the respondent is still in possession of the petition schedule building, the total admitted arrears of rent (including subsequent arrears from the period 01-01-2025 to 31-12-2025) now amounts to Rs.45,000/- (Rupees Forty Five Thousand Only). Hence, the above application praying for an order directing the respondent to pay the rent already in arrears as well as the rent arrears which subsequently accrued.

3. Despite notice, the respondent did not file any written objection.

4. Heard the learned counsels appearing on behalf of both parties. Perused the records.

5. The only point that arises for consideration is that whether the petitioner is entitled to an order Under section 12 (1) of The Act as prayed for?

6. **The point:-** Though no written objection was filed by the respondent in the above interim application, in the counter statement filed by the respondent in the main petition, he has already admitted the landlord-tenant relationship as well as the rate of rent being Rs.3,000/- (Rupees Three Thousand Only) per month. The only dispute between the parties is with regard to the period for which the rent is due as discernible from the counter statement filed in the main petition. In fact, the respondent has also admitted the statutory notice sent by the petitioner in the said counter statement. If at all the respondent had any contention that he had paid/deposited the admitted arrears of rent due in respect of the petition schedule building including the subsequent arrears, he ought to have submitted written objections along with receipts of payment intimating the same. It is evident from the conduct of the respondent that the admitted arrears of rent has not been paid or deposited by him. Considering the facts and circumstances, the allegation of the petitioner that the rent is in arrears from 01-05-2024 till 31-12-2025 is liable to be accepted. In view of the statutory mandate Under section 12 (1) of The Act, the respondent cannot further contest the main petition until all the admitted arrears of rent including the rent which fell due subsequently is also paid in full by the respondent.

7. In view of the discussions and reasons in the preceding paragraph, it can be found that the rent was in arrears from 01-05-2024 to 31-12-2025. Since an amount of Rs.15,000/- (Rupees Fifteen Thousand Only) has been admittedly paid by the respondent, the same can be deducted from the total arrears of rent. Hence, it is appropriate to pass an order with respect to the admitted arrears of rent from May 2024 till December, 2025. The admitted arrears of rent at the rate of Rs.3,000/- (Rupees Three Thousand Only) per month for a period of 20 months would amount to Rs.60,000/- (Rupees Sixty Thousand Only). An amount of Rs.15,000/- (Rupees Fifteen Thousand Only) admittedly paid by the respondent to the petitioner during the notice period can be deducted from the total arrears of rent due in respect of the petition schedule building. All "arrears of rent" has to be construed as inclusive of interest on such arrears as laid down by the Hon'ble High Court of Kerala in ***Kuruvila v. Sainaba 2006 KHC 1399***. It was also held in the same decision that Rent Control Court need not conduct a full fledged or rowing enquiry while dealing with an application Under section 12 of The Act. Therefore, the respondent is liable to pay/deposit an amount of Rs.45,000/- (Rupees Forty Five Thousand Only) along with interest at the rate of 6% per annum as admitted arrears of rent due till December 2025 within 30 days from the date of this order and shall continue to pay subsequent rent which had accrued till May 2026. The respondent shall continue to pay any subsequent rent which is accrued within 15 days from when it has fallen due until the final adjudication of the proceedings in the main petition. Accordingly, the above point is found in favour of the petitioner.

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

1. The respondent is directed to pay a sum of Rs.45,000/- (Rupees Forty Five Thousand Only) along with interest at the rate of 6% per annum

towards the arrears of rent due for the period of May 2024 to December, 2025 within 30 days from the date of this order or the respondent shall deposit the same before this court within 30 days from the date of this order.

2. The respondent is further directed to pay a sum of Rs.15,000/- (Rupees Fifteen Thousand Only) along with interest at the rate of 6% per annum towards the arrears of rent which became subsequently due for the period from January 2026 to May 2026 within 30 days from the date of this order or the respondent shall deposit the same before this court within 30 days from the date of this order.
3. The respondent shall continue to pay or deposit the rent which subsequently accrues over the petition schedule building every month within 15 days from the date on which it falls due, until final adjudication of the main petition.

(Dictated to the Confidential Asst., transcribed and typed by her, corrected and pronounced by me in open court, this the 30th day of May, 2026)

Sd/-

**RENT CONTROL COURT
(ADDITIONAL MUNSIFF)**

vka/

Fair/Copy of Order in IA 01/2026
in RCP 106/2025, dated 30.05.2026