



Court passed the following:-

**O R D E R**

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 power of attorney holder of the petitioner in the above case. The above rent control petition is filed under Sections 11(2)(b) and 11(3) of the Kerala Buildings (Lease and Rent Control) Act. The petition schedule building which belonged to the petitioner was let out to the respondent for a monthly rent of 9,500/- (Rupees Nine Thousand Five Hundred Only) with effect from 01.09.2023. The respondent was liable to pay 10% enhancement of the then existing monthly rent every year from 01.09.2023 and the respondent was further liable to pay the electric charge, additional electric charge, water charge of the petition schedule building over and above the rent considering it as part of the rent. As such the present rate of rent is 11,500/- (Rupees Eleven Thousand Five Hundred Only). The respondent is willfully withholding the rent in spite of repeated demands made by the petitioner. The rent from May 2024 is in arrears. Hence, the petition for an order directing the respondent to pay rent arrears from May 2024 and to continue to pay subsequent rent till the disposal of the rent control petition; and in the event of

default, to pass an order of eviction.

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

4. **Respondent filed counter raising the following contentions:** The allegation that the monthly rent was enhanced to Rs 11,500/- is false. Though the alleged agreement had a clause regarding 10% enhancement, no notice or demand has been issued to the respondent enforcing the same. In the absence of any valid communication or mutual acceptance, the enhanced rate never came into force. Till July 2025, the respondent had been paying rent at the admitted rate of Rs.9,500/- per month, which was continuously accepted without demur. At no point prior to the filing of the above petition did the petitioner or her Power of Attorney holder objected to the said rate or demanded rent at the enhanced rate of Rs.11,500/-. The respondent had paid rent up to July 2025 and hence, there were no arrears of rent at the time of filing of the Rent Control Petition. On several occasions, the rent was paid directly in cash to Sri. Muhammed Rafi PK, the Power of Attorney holder of the petitioner. Whenever receipts were demanded, the respondent was informed that the petitioner was abroad and that receipts would be issued later. As such, in many instances, receipts were not issued despite payment. Subsequently, the respondent started making payments through online transactions to maintain proper records. Till the institution of the present proceedings, the respondent had duly paid rent and there was no willful

default on his part. Any alleged arrears, if at all, could only arise from August 2025 onwards and not from May 2024 as falsely alleged by the petitioner. Since there were no admitted arrears of rent as on the date of filing of the petition, the petition is not maintainable. The respondent is ready and willing to pay the rent legally due and payable, subject to adjudication by this Court.

5. No documents were marked on the side of the petitioner. Ext. B1 was 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 any amount due from the respondent to the petitioner as arrears of rent?

(ii) Reliefs and costs?

8. **Points (i) and (ii):** It is undisputed that the petition schedule building was let out to the respondent for a monthly rent of 9,500/- (Rupees Nine Thousand Five Hundred Only) with effect from 01.09.2023. According to the petitioner, rate of rent was subject to 10% enhancement every year and as such the prevailing rate of rent would be Rs 11,500/-. It is the contention of the petitioner that the respondent willfully withheld the rent from May 2024 and the rent has been arrears since then. On the other hand, the respondent contended

that he paid rent up to July 2025 and that there were no arrears of rent at the time of filing of the Rent Control Petition. The respondent also denied the allegation of the petitioner as to 10% enhancement of rent for the extended periods.

9. In ***Gopalakrishna Paniker Baiju and another v. Mallika (2018 (5) KHC 95)***, the Hon'ble High Court of Kerala has held that a tenant cannot be allowed to wriggle out from the statutory liability under S.12 of the Act by a blank denial in his counter statement or objection to the application filed under S.12 of the Act. It is incumbent upon the tenant who claims to have made regular payments of rent to produce rent receipts evidencing such payments.

10. It is the specific contention of the respondent that he had paid rent directly in cash to the Power of Attorney holder of the petitioner on several occasions and that receipts were not issued for many such payments. And that whenever receipts were demanded, he was informed that receipts would be issued later as the petitioner was abroad. The Hon'ble High Court of Kerala in ***Bhaskaran Assan v. Ammukutty Amma (1992 (2) KLT 565)*** has held that as per S.9 of the Act, a tenant is entitled to demand and obtain a receipt for the payment of rent made by him to the landlord and if the landlord refuses to issue receipt, it is open to the tenant to send the rent by way of money order or issue a notice to the landlord requiring the landlord to specify a bank into which the

tenant could remit the rent due. It was further observed that if the tenant had not been prudent enough to resort to S.9 in cases where the landlord refuses to issue receipt to him, it will require very strong evidence on his side to substantiate a plea that he has paid the rent without obtaining receipts for the same. Here, no evidence is forthcoming from the side of the respondent to prove that he had paid rent without obtaining receipts for the same.

11. It is the case of the respondent that as receipts were not issued to him, subsequent payments were made through online transactions for proper records. In support of his contention, the respondent produced Ext B1 account statement for the date 26.07.2025, whereby he is seen to have paid Rs 9,500/- into the account of the petitioner. The account statement would reflect only payment of rent for one month. There is no explanation as to why statements reflecting payments for other months were not produced. Where the petitioner claims that rent has been in arrears from May 2024, no evidence whatsoever has been adduced by the respondent to support his contention that he had paid rent for the period till July 2025 and that no arrears are due from him. In these circumstances, the allegation of the petitioner that the rent was in arrears from May 2024 is liable to be accepted.

12. The respondent contended that though the rent agreement had a clause regarding 10% enhancement of rent, no notice or demand has been

issued to him enforcing the same and hence the enhanced rate never came into force. Hence, the rate of rent as admitted by the respondent is Rs.9,500/- per month. From the discussions in the foregoing paragraphs, it can be found that the rent was in arrears from May 2024 and that rent for a month has been paid on 26.07.2025. It may be noted that the arrears of rent calculated @ Rs.9,500/- (Rupees Nine Thousand Five Hundred only) per month from May 2024 till March 2026 and after reducing one month's payment made on 26.07.2025 would come to an amount of Rs.2,09,000/- (Rs 9,500/- x 22 months). Hence, it is found that Rs.2,09,000/- (Rupees Two Lakh Nine Thousand Only) is due from the respondent to the petitioner as admitted arrears of rent with respect to the petition schedule building. In ***Kuruvila 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.

13. The respondent is liable to pay to the petitioner or deposit in court Rs.2,09,000/- 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.2,09,000/- (Rupees Two Lakh Nine Thousand 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 10<sup>th</sup> day of April, 2026).

Sd/-

RENT CONTROL COURT  
(ADDITIONAL MUNSIFF)

**Respondent's Exhibits :-**

B1      26.07.2025      Copy of Account statement.

Sd/-

RENT CONTROL COURT  
(ADDITIONAL MUNSIFF)

vka/-

Fair/ Copy of  
Order in IA 1/2026  
in RCP 140/2025  
Dated:- 10.04.2026



ADDITIONAL MUNSIF

Fair/ Copy of Common Order in  
IA.01/2022 and 04/2022 in FDIA  
2378/19 in  
OS 514/2016,Dated:11.09.2024.