

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

Present: Smt. Bhagyalakshmi V L., Rent Control Court (Additional Munsiff)  
Saturday, 4<sup>th</sup> day of April 2026, 14<sup>th</sup> Chaithra 1948.

**RENT CONTROL PETITION No.142/2025**

Fathima Razik Kallinkal Kakkantavida @ Kallinkal ] Petitioner  
Kakkantavida Fathima, aged 58 years, W/o.Abdul Razik, ]  
Urban Woods, Flat No.2A University Road, Thavakka, ]  
Kannur-670002. ]

V/s.

Pallichal Pramod, aged not known, S/o.Karunakaran, ] Respondent  
"Thejus Electro Service", Near Pillayar Kovil, ]  
S.N.Park Road, Kannur. ]

This petition coming on the 30<sup>th</sup> day of March, 2026 for final hearing before me in the presence of S/Sri. Muhammed Fouz K K and Muhammed Ameen K K, Advocates for the petitioner; and of the respondent was called absent and he was set exparte; and having stood over for consideration to this day; the Court passed the following:

**ORDER**

This is a petition filed under sections 11(2)(b) and 11(3) 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:- Petitioner is the landlord of the petition schedule building. Due to the acquaintance of the respondent with the petitioner's father, the petition schedule building was leased out to the respondent for conducting the business of motor binding

and repairing of juice machine in the name of THEJUS ELECTRO SERVICE on a monthly rent basis. Owing to the cordial relationship between the petitioner's father and the respondent, an oral lease deed was entered into and no written agreement was executed. Since then, the respondent attorned to the petitioner and paid the rent by depositing the same through the account of the petitioner at SBI Civil Station Branch. The agreed rate of rent was Rs. 1.500/- per month. The respondent paid only one month's rent in May 2025. After the issuance of lawyer notice, one month's rent was also deposited though the rent of the petition schedule building was in arrears for 7 months. Moreover, the petitioner's son Muhammad Shanib, who is in the construction field, is in bonafide need of the petition schedule building for the purpose of starting an office. The petitioner is not in a possession of any other vacant building for accommodating his son and the need is bonafide and urgent. Hence the petitioner is in bonafide need of the building in the respondent's possession for the occupation of her son. Infact, the respondent kept the petition schedule building closed since he has another shop opposite to the petition schedule building. Since the rent of the petition schedule building is in arrears and the petitioner is in bonafide need of the petition schedule building for the occupation of her son, a registered lawyer notice was sent by the petitioner to the respondent

on 23.07.2025 terminating the tenancy and requiring to surrender the vacant possession of the petition schedule building with arrears of rent and notice charges. Respondent received the notice on 24.07.2025 but he has neither paid the rent arrears nor surrendered the building. Hence the petition.

3. Though notice of the petition was served on the respondent, he remained absent and was set exparte.

4. Following points arise for consideration:-

1. Has the respondent kept the rent of the building in arrears without any reasonable cause and is thereby liable to be evicted under section 11(2)(b) of the Act?
2. Whether the petitioner bonafide requires the petition schedule building to start an office relating with his son's construction business?
3. Whether any vacant rooms are available in the possession of the petitioner for the requirement?
4. Is the respondent dependent on the income derived from the business conducted in the petition schedule room for his livelihood?
5. Whether any vacant buildings are available in the locality for shifting

the business of the respondent?

6. Is the petitioner is entitled to get an order of eviction of respondent?
7. What is the order as to costs?

5. Petitioner was examined as PW1. Exts.A1 and A3 documents were marked.

6. Heard.

7. **Point No.1**:- Petitioner was examined as PW1. PW1 filed proof affidavit in tune with the petition averments. According to PW1, she is the owner of the petition schedule building and due to the acquaintance with her father, the same was let out to the respondent for conducting motor binding and repair business on the basis of an oral lease agreement for a monthly rent of Rs.1,500/-. PW1 deposed that the respondent paid only one month's rent in May 2025 through the account of petitioner at SBI, Civil Station Branch and after the lawyer notice, one month's rent has also been deposited. Hence, the rent of the petition schedule building has been in arrears for 10 months. On 23.07.2025, petitioner send a lawyer notice dated 21.07.2025 to the respondent for demanding payment of rent arrears. The office copy of lawyer notice is marked as Ext.A1. The respondent received the notice on 24.07.2025. The postal receipt and acknowledgment card are marked as

Exts.A2 and A3 respectively. Evidence of PW1 remains unchallenged. So, it can only be found that respondent had kept the rent willfully in arrears. Hence, the point is accordingly found in favour of petitioner.

**8. Point Nos.2 and 3:** This petition is filed for getting vacant possession of the petition schedule building to the petitioner for the occupation of her son Muhammed Shanib. PW1 deposed that her son is working in construction field and he is intending to start an office relating to his construction work. PW1 deposed that, she has no other vacant building for accommodating his son. So, she bonafide requires the petition schedule building for the above said purpose. So, the need of the petitioner is bonafide, urgent and genuine. It is settled position of law that the need put forward by the petitioner is to be considered as bonafide in the absence of any evidence to the contrary. Here, respondent remained absent and was set exparte. Hence, there is no evidence to prove the contrary. Hence, I find that PW1 is in bonafide need of the petition schedule building for starting an office relating with the construction work of his son. Hence, these points are answered accordingly in favour of the petitioner.

**9. Point Nos.4 and 5:-** According to PW1, respondent kept the petition

schedule building closed since he has another shop opposite to the petition schedule building. The burden of proving that the respondent is depending on the income derived from the petition schedule room for his livelihood and the burden of proving that no vacant rooms are available in the locality to shift the business is upon the respondent. In this case the respondent remained absent. The burden remains undischarged. Hence, these points are found against the respondent.

**10. Point No.6**:- In view of the finding in the above points, I find that the petitioner is entitled to get an order of eviction of respondent from the petition schedule building under sections 11(2)(b) and 11 (3) of the Act.

**11. Point No.7**:- From the fact and circumstances of the case, petitioner is entitled to get costs of the proceedings from the respondent.

In the result,

The petition is allowed with costs as follows:-

1. The respondent is directed to put the petitioner in vacant possession of the petition schedule building within one month from the date of this order under section 11(2)(b) and 11(3) of the Act.
2. The order passed under section 11(2)(b) shall be subject to section 11(2)(c) of the Act.

3. Respondent is also directed to pay costs of the proceedings to the petitioner.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 4<sup>th</sup> day of April 2026)

Sd/

RENT CONTROL COURT  
(ADDITIONAL MUNSIFF)

**Petitioners' Witnesses :-**

PW1: Smt. Fathima Razik (With Affidavt)

**Petitioners' Exhibits:-**

A1	21.07.2025	Copy of Lawyer Notice sent to respondent.
A2	23.07.2025	Postal Receipt.
A3	--	Postal Acknowledgement Card.

**Respondents' Witnesses and Witnesses :-** Nil

Sd/-

RENT CONTROL COURT  
(ADDITIONAL MUNSIFF)

vka/

Fair/Spare Copy of Order  
in R.C.P.142/2025  
Dated 04-04-2026

