

IN THE COURT OF THE MUNSIFF OF PAYYANNUR

Present: Smt.Greeshma.A.S, Munsiff, Payyanur

Wednesday, the 08th day of April, 2026

(18th day of Chaithra, 1948)

ORIGINAL SUIT No.05 OF 2026

- | | | | |
|----|---|---|------------|
| 1. | Siyali Ismail, aged 53 years, S/o.Nabeesumma, |] | |
| | Ramanthali amsom, Vadakkumbad desom, |] | |
| | Payyannur Taluk, Kannur District, Pin:670 308. |] | |
| 2. | Siyali Subaida, aged 57 years, D/o.Nabeesumma, |] | |
| | Ramanthali amsom, Vadakkumbad desom, |] | |
| | Payyannur Taluk, Kannur District, Pin:670 308. |] | |
| 3. | Mouvalappil Thekke Valappil Assinar, Aged 64 |] | Plaintiffs |
| | years, S/o.Siyali Ebrahim Haji, Ramanthali amsom, |] | |
| | Vadakkumbad, Payyannur Taluk, Kannur District, |] | |
| | Pin:670 308, Plaintiff No.1 and 2 represented by |] | |
| | Power of Attorney Holder and paintiff No.3 |] | |
| | Mouvalappil Thekkevalappil Assinar, aged 64 |] | |
| | years, S/o.Siyali Ebrahim Haji, Ramanthali amsom, |] | |
| | Vadakkumbad, Payyannur Taluk, Kannur District, |] | |
| | Pin:670308. |] | |

Vs.

P.P.Kishor Kumar, aged 57 years, S/o.Kunhiraman,	]	
Civil Engineer, Onakkunnu, Karivellur, Kannur	]	Defendant
District, Pin:670 621.	]	
	]	

This suit is coming on this day for hearing before me in the presence of Sri.K.V.Ganesan, Advocate for the Plaintiffs; defendant name called absent, set expate and the Court delivered the following:

J U D G M E N T

The suit is filed for recovery of money.

2. **The averments in the plaint in brief are as follows:-** The plaintiff No:1 and 2 have executed notary attested power of attorney on 09.12.2013 and on 03.01.2014 respectively authorizing and empowering the

plaintiff No:3 to do all necessary things with respect to the building No: PMC XVIII/495H. The power of attorney is in effective and has not revoked so far. As such the suit is filed by the 3rd plaintiff representing the plaintiff No: 1 and 2. The plaintiffs are the owners of the building bearing No: XVIII/495 H. The defendant was the tenant under the plaintiffs in respect of the building on lease deed executed by him in 1991 for conducting his office for a monthly rent of ₹1700/-. The defendant failed to pay the monthly rent to the plaintiffs and have ceased to occupy the building from March 2015 onwards without sufficient or reasonable cause and closed the room continuously from March 2015 onwards. The plaintiffs filed RCP 21/2017 against the defendant for eviction of the building under section 11(3) and 11(4) (v) of the Kerala building (Lease and Rent Control) Act 1965. In the RCP 21/2017 the Hon'ble Rent Control Court (Munsiff) was pleased to pass an order directing the defendant to pay the arrears of rent. As such the defendant deposited the arrears of rent in the Court only up to February 2021 at the rate of ₹1700/- per month. In RCP 21/2017 the Hon'ble Rent Control Court Payyanur was pleased to pass an order on 18.03.2021 allowing the RCP and directed the defendant to surrender the vacant possession of the room within one month from the date of order failing which the petitioners are at liberty to get the order executed through the process of the Court. Thereafter the defendant has filed the petition to set aside the ex-parte order as RPIA 9/2023. The Hon'ble Rent Control Court was pleased to dismiss the RPIA 9/2023 on 28.11.2024 and thereafter the plaintiffs have filed EP 15/2025 for execution of the order and this Hon'ble Court was pleased to allow the EP and the delivery of the room was effected on 26.03.2025 as per the order in EA No. 56/2025.

3. The defendant defaulted to pay the monthly rent at the rate of ₹1700/-for the room from February 2021 onwards. Even though the plaintiffs demanded and also the Hon'ble Rent Control Court was directed the

defendant to pay the rent to the plaintiffs, the defendant has not paid the amount so far. The defendant is liable to pay the plaintiff Rs.83,300/- as arrears of rent at the rate of ₹1700/- per month from February 2021 onwards to March 2025 (for 49 months). Even though the defendant is liable to pay the monthly rent at the rate of ₹1700/- from month of February 2021 onwards to March 2025 the plaintiffs are limiting and claiming arrears of rent for only 3 years. That is from November 2021 to November 2024. As such the defendant is liable to pay ₹61200/- to the plaintiff as arrears of rent from November 2021 to November 2024, with interest at the rate of 6% per annum. The defendant did not pay the dues in spite of repeated request of the plaintiffs. As such the plaintiffs sent a registered lawyer notice through their counsel on 11.04.2025 demanding the defendant to pay the plaintiffs ₹61200/- as arrears of rent at the rate of ₹1700/-per month from November 2021 to November 2024 within 30 days from the date of receipt of the notice. Even though the lawyer notice was received by the defendant on 19.04.2025. The defendant neither pay the arrears of rent nor sent any reply to the lawyer notice send by the plaintiffs.

4. Defendant name called absent and set ex-parte.

5. When the plaintiff was called upon to establish its case, the plaintiff was present and he was examined as PW1. He filed proof affidavit in lieu of the chief examination in tune with the plaint averments. He has produced Ext.A1, Ext.A3, Ext.A4, Ext.A6 and Ext.A7 to support his case. Ext.A1 is the judgment copy of RCP 21/2017, Ext.A3 and Ext.A4 are the general power of attorney, Ext.A6 is the postal receipt, Ext.A7 is the acknowledgment card. The evidence of PW1 and the document produced by him remain unchallenged. As such, I find that the plaintiff has established its case and is entitled to a decree as prayed for.

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

1. The suit is decreed with costs as follows:- Defendant is directed to pay sum of ₹61,200/- (Rupees Sixty one thousand two hundred only) to the plaintiff bank with future interest at the rate of 6% per annum from the date of the suit till the date of realization.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 08th day of April, 2026).

Sd/-
MUNSIFF.

Plaintiff's Exhibits:-

A1	18.03.2021	Certified copy of Order in RCP.No.21/2017
A3	07.12.2013	General Power of Attorney
A4	03.01.2014	General Power of Attorney
A5	11.04.2025	Copy of Lawyer notice
A6	15.04.2025	Postal receipt
A7	...	Postal Acknowledgment card

Plaintiff's Witness:-

PW1 : M.TV.Assainar

Defendant's Exhibit and Witness :- Nil

Sd/-
MUNSIFF.