

**IN THE COURT OF THE RENT CONTROL COURT (MUNSIFF),
PAYYANNUR**

Present: Smt. Greeshma.A.S, Munsiff, Payyanur
Friday, the 30th day of August 2024.
(8th Bhadra, 1946)

RENT CONTROL PETITION 16 of 2023

Director of KAIROS,]	
Rep. by Fr. George Mathew,]	
S/o. Mathew, aged 48 years,]	
Central Office, Bernasseri,]	Petitioner
Kannur -670 013.]	

Vs.

Muhammadali K.P, S/o. Abbas.B,]	
Kambilpilot House, Kuvappa, P.O.Kuttur,]	
Via M.M.Bazar,]	Respondent
Kannur District- 670306.]	

This petition is coming on this day for hearing before me in the presence of Sri.K.V.Radhakrishnan, Advocate for the Petitioner and of Sri.P.T.Sudhirkumar, Advocate for the Respondent; respondent name called absent, set exparte and the Court passed the following:-

ORDER

This petition is filed under Section 11(2) (b) of the Kerala Building (Lease and Rent Control) Act, 1965.

2. **The petition averments in brief are as follows:-** The petition schedule building bearing No.C.P VII/834 (786G) belongs to an

institution in the name and style Kairos which is represented by its Director Fr.George Mathew. The respondent took possession of the petition schedule rooms as per lease agreement dated 05.04.2013 for a monthly rent of ₹3,000/- and it was agreed to pay the rent on 1st day of every month. The respondent had agreed to surrender the premises after the period of three years and agreed to pay the current charges. It was also agreed that if the respondent continued his possession after the stipulated period, the respondent has to pay enhanced rent at the rate of 30% of the existing rent. Thereafter the rent of ₹3,000/- was enhanced to ₹3,900/-. The respondent was very irregular in payment of rent and there was rent arrears. According to the petitioner, after deducting the rent of ₹57,500/- from the total rent amount of petition schedule room the balance arrears of rent now is ₹ 1,25,066/-.

3. Petitioner has demanded the respondent to surrender the vacant possession of the petition schedule room through a lawyer notice dated 28.11.2022. He has not made any reply notice. The respondent though amenable to surrender the room to the petitioners, but did not do that. Hence the petition.

4. Respondent entered appearance and filed counter. When the case is listed to evidence the respondent name called absent and set ex-parte.

5. Petitioner himself was present and he was examined as PW1. He filed proof affidavit in lieu of the chief examination in tune with the petition averments. He has produced Ext.A1 to A5 to support the case. Ext.A1 to A5 were marked.

6. Petition stands proved by the affidavit filed by the petitioner and through Exts.A1 to A5. Ext.A1 is the lease agreement dated 05.04.2013, Ext.A2 is the authorization letter dated 20.08.2022, Ext.A3 is the lawyer notice dated 28.11.2022, Ext.A4 is the postal receipt, Ext.A5 is the acknowledgement card. The oral evidence of PW1 and the documents produced by him remain unchallenged. As such, I find that the petitioner has established his case and is entitled to a decree as prayed for.

In the result, the petition is allowed with costs under Section 11(2) (b) of the Kerala Building (Lease and Rent Control) Act, 1965 as follows:-

1. Respondent is directed to surrender vacant possession of the petition schedule room within two months from the date of this order failing which the petitioner is at liberty to get the order executed through the process of the court.
2. This order is subject to S.11(2)(c) of the Act.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 30th day of August, 2024).

Sd/-
RENT CONTROL COURT (MUNSIFF).

Petitioners' Exhibits:-

A1	05.04.2013	Lease Agreement.
A2	20.08.2022	Autherization letter.
A3	28.11.2022	Lawyer Notice.
A4	28.11.2022	Postal receipt.
A5	--	Postal Acknowledgement Card.

Petitioners' Witness:-

PW1 : George Mathew.

Responent's Exhibits and witness: Nil