

**IN THE COURT OF THE RENT CONTROLLER (MUNSIFF ) OF  
KUTHUPARAMBA**

Present:- Smt. Athira Nair., Munsiff.

Friday, the 10<sup>th</sup> day of April, 2026/ 20<sup>th</sup> Chaithra, 1947.

**RENT CONTROL PETITION No.51 OF 2018.**

1.	Malini. S. Pai, W/o. Satheesh Pai (late), aged 57 years, No Occupation, "Malini", Paral, Kuthuparamba Amsom and Naravoor Desom, Pin. 670 643 (Now residing at 904, 5 <sup>th</sup> A Main, Chowdeshwari Layout, Maratha Halli, Bangalore - 560 037).	] ] ] ] ] ] ] ]	Petitioners.
2.	Vipin Vasudev. S. Pai, S/o. Satheesh Pai (Late), Working in abroad, Aged 36 years "Malini House", Paral, Kuthuparamba amsom, Naravoor Desom, P. O. Kuthuparamba, Thalassery Taluk.	] ] ] ] ] ] ]	
3.	Vineetha. S. Pai, D/o. Satheesh Pai(Late), No occupation, 30 years, "Malini House", Paral, Kuthuparamba amsom, Naravoor Desom, P. O. Kuthuparamba, Thalassery Taluk.	] ] ] ] ]	
Vs.			
	Maroli Sadanandan, S/o. Anandan, aged 46 years, Eranchiyullathil House, P. O. Nirmalagiri, Pin. 670 701.	] ] ]	Respondent.

This petition coming on 8<sup>th</sup> day of April, 2026 for hearing before me in the presence of S/Sri.K.VPavithran and A.PManoj Kumar, Advocates for the Petitioners ; of Sri. Zirajudheen. A.K Advocate for the respondent and having stood over for consideration till this day; the court passed the following:-

## **ORDER**

This is a petition filed under section 11 (2) (b), 11 (4) (v) and section 5 of the Kerala Building Lease and Rent Control Act.

2. **Petitioners' case:-** The property scheduled for the petition originally belonged to the late Satheesh Pai, husband of the 1<sup>st</sup> petitioner and father of the 2<sup>nd</sup> and 3<sup>rd</sup> petitioners. Upon his death, the property devolved upon the petitioners and his mother, Lakshmi Devi. Subsequently, Lakshmi Devi released her undivided right in favour of the petitioners. On 09.01.2009, the petitioners entrusted the petition schedule building to the respondent, fixing a monthly rent of ₹.5,500/- (Rupees Five Thousand Five Hundred only). Though the entrustment was oral, a rent agreement dated 09.01.2009 was executed to evidence the arrangement. The rent was later enhanced to ₹.8,500/- (Rupees Eight Thousand Five Hundred only). The respondent paid rent up to December 2015, but thereafter defaulted, leaving arrears outstanding. In addition, the respondent subleased the property without the petitioners' consent. The respondent originally used the premises to conduct a fruit business, and the sublessee also carried on the same business. A notice was issued, and at the time of issuance, the room was found under lock and key. Even after eight months, the building remains locked and unused.

3. The petitioners contend that they are entitled to evict the respondent because the occupation has ceased for more than 6 months. They further submit that, given inflation and the town's development, the building can fetch a monthly rent of at least ₹.24,000/- (Rupees Twenty Four Thousand only). The respondent, however, is retaining the

premises without using them, hoping to sublet them for a higher rent while paying only the statutory rent of ₹.8,500/- (Rupees Eight Thousand Five Hundred only). The petitioners are no longer interested in continuing the tenancy. Accordingly, this petition is filed under Section 11(2)(b), Section 11(4)(v), and Section 5 of the Act.

4. **Respondent's case:-** The respondent contends that the petition is not maintainable. According to the respondent, the room was not entrusted under an oral agreement but under a written agreement, and the monthly rent fixed was only ₹.1,500/- (Rupees One Thousand Five Hundred only), never ₹.5,000/- (Rupees Five Thousand only). The respondent asserts that rent was paid at the rate of ₹.1,500/- (Rupees One Thousand Five Hundred only) up to March 2019 to the 2nd petitioner, and thereafter, from April 2019 onwards, the petitioners never approached him for payment of rent. The respondent further states that at the time of taking possession of the room, he had paid ₹.7,00,000/- (Rupees Seven Lakh only) as security to the petitioners.

5. It is submitted that the respondent was unable to conduct business in the petition schedule room from April 2020 because the 1st petitioner filed a petition with the Kuthuparamba Municipality seeking to prevent renewal of the respondent's licence. The respondent argues that this action was illegal, which is why the room was kept under lock and key. He denies the petitioner's claim that the building could fetch a monthly rent of ₹.24,000/- (Rupees Twenty Four Thousand only), contending that such an assertion is unrealistic. The respondent maintains that his only source of income is from the petition schedule room and that he has never closed his business for more than 6 months,

rendering the petitioner's allegation illogical. On these grounds, the respondent submits that the petition is liable to be dismissed.

6. **Evidence:-** From the side of the petitioner, PW1 to PW5 were examined and Exhibits A1 to A21(a), C1 to C3 were marked. Exbt. A16 document is a insufficiently stamped paper and petitioner was directed to pay penalty. No such penalty was paid. Hence the same is **impounded**. From the side of the respondent, RW1 and RW2 were examined and Exhibits B1 to B22 were marked. Exbts. X1, X2, X2(a), X3 were also marked.

7. Heard both sides.

8. **Points arise for consideration:**

1. *Whether the respondent has defaulted on the payment of rent from January 2016? If so, is he liable to be evicted under Section 11(2) of the Act?*
2. *Whether the petitioner is entitled to an order of eviction under Section 11(4)(v)?*
3. *Whether a revision of rent is required with respect to the petition schedule rooms and if so, what is the fair rent of the petition schedule rooms?*
4. *Reliefs and Costs?*

9. **Point No.1:-** The petitioners trace their claim to the petition schedule property through the late Satheesh Pai, husband of the 1<sup>st</sup> petitioner and father of the 2<sup>nd</sup> and 3<sup>rd</sup> petitioners. On his death, the property devolved upon them and his mother, Lakshmi Devi, who later released her undivided share in their favour. The petitioners state that

on 09.01.2009, the building was entrusted to the respondent on a monthly rent of ₹.5,500/- (Rupees Five Thousand Five Hundred only), evidenced by a rent agreement of the same date. The rent was later enhanced to ₹.8,500/- (Rupees Eight Thousand Five Hundred only), which the respondent paid until December 2015. Thereafter, rent fell into arrears. The petitioners allege that the respondent subleased the premises without consent, and that the building has remained locked and unused for more than 6 months. They contend that the property could fetch at least ₹.24,000/- (Rupees Twenty Four Thousand only) as monthly rent in the present circumstances, but the respondent is retaining it without use, hoping to sublet it for higher returns. On these grounds, they seek eviction under Section 11(2)(b), Section 11(4)(v), and Section 5 of the Act.

10. The respondent disputes the maintainability of the petition. He asserts that the tenancy was created by a written agreement, not orally, and that the rent was fixed at ₹.1,500/- (Rupees One Thousand Five Hundred only) per month, not ₹.5,000/- (Rupees Five Thousand only). He claims to have paid rent at this rate up to March 2019 to the 2nd petitioner, and thereafter the petitioners never approached him for rent. He further states that he paid ₹.7,00,000/- (Rupees Seven Lakhs only) as security at the time of taking possession. According to him, business could not be conducted on the premises from April 2020 because the 1st petitioner approached the Kuthuparamba Municipality to refuse to renew his licence, which forced him to keep the room locked. He denies that the building could fetch ₹.24,000/- (Rupees Twenty Four Thousand only) as monthly rent, calling the claim

unrealistic. He maintains that the petition schedule room is his only source of livelihood and that he has never ceased business for more than 6 months. On these grounds, he submits that the petition is liable to be dismissed.

11. The respondent's case is that, as the petitioner failed to produce the original rent kacheet, the petition should be dismissed because the allegation of tenancy has no basis. However, the respondent admits the tenancy between the parties. In that event, non-production of the rent kacheet is not, in itself, a ground for dismissal of the case. The respondent's counsel argued that there was no oral entrustment as alleged in the petition, and that the property was given under a written rent agreement dated 09.01.2009. In the affidavit filed in examination-in-chief, it is also stated that the property was entrusted orally on 01.01.2009 and thereafter evidenced by a written agreement dated 09.01.2009. The petition, however, refers to the document as dated 09.01.2009 and also speaks of oral entrustment on 01.01.2009. Even so, once tenancy is admitted, whether the entrustment was oral or written is not a material issue before the Court unless a substantial disparity is shown. In this case, no such material disparity has been raised.

12. The petitioner's case is that the monthly rent fixed under the rent agreement was ₹.5,000/- (Rupees Five Thousand only), later enhanced to ₹.8,500/- (Rupees Eight Thousand Five Hundred only). The respondent, on the other hand, pleaded that the rent fixed was only ₹.1,500/- (Rupees One Thousand Five Hundred only) and produced a photocopy of the rent agreement marked as Exhibit B2 to

support this contention. On perusal of Exhibit B2, it is evident that the rent fixed under that document in January 2009 was ₹.1,500/- (Rupees One Thousand Five Hundred only). PW2, while in the witness box, stated that although the rent was shown as ₹.1,500/- (Rupees One Thousand Five Hundred only), it was originally fixed at ₹.5,000/- (Rupees Five Thousand only), and the lower figure was recorded to reduce tax liability. This explanation carries no weight in the absence of supporting evidence, and the respondent's pleaded case appears more probable. Accordingly, the monthly rent of the petition schedule room at the commencement of tenancy is to be taken as ₹.1,500/- (Rupees One Thousand Five Hundred only).

13. The petitioners have pleaded that the monthly rent was gradually increased and stood at ₹.8,500/- (Rupees Eight Thousand Five Hundred only) at the time of filing the Rent Control Petition. The respondent, however, maintained that the rent was fixed at ₹.1,500/- (Rupees One Thousand Five Hundred only) and had never been increased, and that he had never paid ₹.8,500/- (Rupees Eight Thousand Five Hundred only). On the respondent's side, Exhibits B3 to B22 were produced, which are receipts showing payments made into the petitioners' bank account. These payments were made in lump sums, and therefore, the amounts cannot be strictly reconciled with the rent agreement marked as Exhibit B2.

14. On calculation, the lump sum payments reflected in Exhibits B3 to B22 amount to ₹.2,02,500/- (Rupees Two Lakh Two Thousand Five Hundred only), covering the period from 09.02.2014 to 19.10.2020. If the respondent's version were correct, and the rent was

only ₹.1,500/- (Rupees One Thousand Five Hundred only) per month, the total amount paid would far exceed the rent due, and no sufficient explanation has been pleaded or proved for such excess payments. Exhibit A6, though not admitted by the respondent, is relevant to note here. Exhibit A6 shows that in May 2015, the rent paid was ₹.7,750/- (Rupees Seven Thousand Seven Hundred and Fifty only), indicating a gradual enhancement of rent. This supports the petitioner's case that the rent was progressively increased and had reached ₹ 8,500/- (Rupees Eight Thousand Five Hundred only) at the time of filing the petition.

15. The respondent has no case that the petitioner did not issue any rent receipts. Further, Exhibit A6 includes copies of the rent receipts of other tenants as well. This inspires confidence. Further, no objection was raised by the respondents to the marking of the documents. Thus, the petitioner's version is therefore more probable and acceptable. No prudent tenant would owe more than what is actually due to the landlord.

16. In these circumstances, the petitioner's version that the rent was enhanced to ₹.8,500/- (Rupees Eight Thousand Five Hundred only) is more probable and acceptable. Once that finding is reached, it follows that the respondent is bound to pay rent arrears at the rate of ₹.8,500/- (Rupees Eight Thousand Five Hundred only) per month. No evidence has been brought before this Court to show that the entire arrears were cleared. Although the respondent has not pleaded that no rent receipts were issued, during the hearing the counsel submitted that no rent receipts were ever issued. In that case, the burden on the

respondents doubles, as he was bound to rely on Sec 9 of the Act. That was not done. The petitioner is claiming rent arrears from January 2016 to June 2018, amounting to Rs 2,55,000/-. From the payment receipts produced by the respondent, the rent paid after January 2016 is Rs 84500/-. Thus, clearly, balance arrears are due. From the above discussion, it is clear that the petitioner has succeeded in establishing default in payment of rent, and the respondent is liable to be evicted on that ground.

Point no. 1 is found in favour of the petitioner.

17. **Point No.2:-** The petitioner pleaded that the respondent has kept the petition schedule room under lock and key for the last 8 months without occupation, thereby attracting eviction on the ground of cessation of occupation. To substantiate this, a Commissioner was appointed, who reported that the property had remained locked for at least one year, with the lock and keyhole filled with dust—circumstances strongly suggesting non-use. The respondent denied this, but no objection was filed against the Commissioner's Report, which therefore stands accepted.

18. In his counter, the respondent admitted that from April 2020, he was unable to conduct business, though he claimed to have been continuously conducting business prior to that. The evidence of RW2, the Municipal Secretary of Kuthuparamba Municipality, is significant. RW2 produced extracts of tax receipts showing that the respondent paid licence fees only up to 01.07.2018, and thereafter submitted an application for renewal only for the year 2023–2024. No receipts were produced for the intervening years. RW2 deposed that if a shop were

functioning without a valid licence, the Municipality would have taken action upon inspection, but no such functioning was found. He further confirmed that no complaint by Malini, the 1<sup>st</sup> petitioner, was ever filed in the Municipality against the renewal of the respondent's licence, despite a thorough search.

19. In light of RW2's testimony, it cannot be accepted that the respondent was forced to close his business due to any act of the petitioner. The Commissioner's Report in Exhibit C1, coupled with RW2's evidence, establishes that, during the relevant period, the respondent had no valid licence and that the room remained under lock and key. The only reasonable presumption that arises is cessation of occupation.

The point is found against the respondent.

20. **Point No.3:-** The petitioner's case is that, due to inflation and the growth of Kuthuparamba town, the monthly rent that the petition schedule room is likely to fetch is more than ₹.24,000/- (Rupees Twenty Four Thousand only). Hence, the monthly rent should be enhanced to that amount. It is true that the case has been pending since 2018. The Hon'ble High Court of Kerala, in the landmark judgment *Edger Ferus Vs Abraham Ittycheria* (2004 (1) KLT 767), laid down certain criteria for fixing the fair rent. They are (1) the Rent Control Court, while fixing the fair rent, may take note of the purchasing power of money, inflation variations, and the resultant reduction in the cost of living index in the area since the commencement of the lease, demand for accommodation, and the availability of buildings in the locality; (2) the cost of construction of the building, including the cost of labour and

building materials; the capital value of the entire premises in the enjoyment of the tenant, inclusive of the value of the land under the actual enjoyment of the tenant, whether immediately appurtenant to the building or otherwise; the type of construction; the location and importance; the situation of the tenanted premises, ground floor, first floor, etc.; and other advantages and amenities, such as access to places of public importance like bus stand, railway station, educational institution, hospitals, etc., would also be guiding factors; (3) the Rent Control Court will also take into consideration the prevailing rent in the locality for the same and similar accommodation. The type of construction, the amenities, general or special provisions in the building, and the open land attached to the building, whether residential or non-residential, are also to be borne in mind; (4) the annual rental value of the building at the time of filing the application for fair rent may also be taken as a guiding factor along with others; (5) revision or fresh imposition of 6 municipal taxes, cess, and rates, in respect of other increases in the charges for electricity or water consumption by the tenant and also by the landlord, and increases on account of sufficient repairs, would also be taken note of by the Rent Control Court; (6) the Rent Control Court, while resolving any rent control dispute on an application either by the landlord or the tenant, may examine whether the rent is static and requires revision and fix the fair rent accordingly, permitting the parties to adduce evidence.

21. The petitioner took out the commission to prove the case, and the Commission Report is marked as Ext.C2. According to the Commissioner, the property is situated abutting the Thalassery - Coorg

Highway, and the building is situated within 100 meters of the Kuthuparamba Bus Stand. The Commissioner further reported that 300 meters away from the petition schedule building, Kuthuparamba JFCM Court is situated, and several other institutions are working in the nearby vicinity of the petition schedule building. The respondent has not raised any objection against the Commissioner's Report. The Ext.C2 report proves that the locality where the petition-scheduled building is situated is an important commercial area in the Kuthuparamba Town.

22. There is no reliable evidence to prove the prevailing rent in the locality for a similar type of building. The report of the Commissioner regarding the prevailing rent in the locality, after inquiring with other tenants in the locality, is only hearsay evidence. When they are examined in Court with the respective lease deeds and rent receipts, their statement can be accepted as evidence. Statements made by other tenants in the locality before the Commissioner regarding the rent rate of the buildings in their possession cannot be accepted as evidence.

23. However, it is noteworthy that no documentary evidence has been produced to support the claim that similar buildings in the area command such high rents. The Commissioner's Report, although marked, does not contain any specific findings regarding recent developments or comparative rental values in the area. The petitioners also have no case that the locality has experienced such rapid development recently as to justify the amount claimed.

24. Even so, the Court cannot ignore the realities of economic life. The significant rise in living costs and the decreasing value of money necessitate the fixation of a fair rent that balances the interests of both parties. Fixing a fair rent is also vital to prevent multiple proceedings.

25. As discussed earlier the property was leased out in the year of 2006. Thereafter 20 years lapsed. The cost of living and the standard of living has risen at least 5 times. Hence, ₹.8,500/- (Rupees Eight Thousand Five Hundred only) cannot be considered as the fair rent of the property. Considering all the above facts I am of the view that the prevailing rent of the petition schedule property is not fair. Hon'ble Supreme Court in *Mohammad Ahmad and another v. Atma Ram Chauhan and others (AIR 2011 SC 1940)* held that care must be taken that fixation of fair rent should not end up being a bonanza for the landlord. In the light of the above decision, this Court is of the view that it is not fair to increase the monthly rent from ₹.8500/- (Rupees Eight Thousand Five Hundred only) to ₹.24,000/- (Rupees Twenty Four Thousand only) at a stretch. Considering the whole factors and circumstances, this Court is of the view that the monthly rent of the petition schedule building can be fixed at Rs.15,000/- (Rupees Fifteen Thousand only).

26. **Point No.4:-** Considering the facts of the case this court is of the view that the petitioner is entitled to realize his costs of litigation.

**In the result,** the petition stands allowed as follows:-

1. The respondent is directed to put the petitioner in vacant possession of the scheduled property within one month from the date of this order under section 11(2)(b) and

11(4)(v) of the Kerala Building Lease and Rent Control Act. The order of eviction under Section 11(2) (b) shall be subject to Section 11(2)(c).

2. The fair rent of the petition schedule rooms is fixed at ₹.15,000/- (Rupees Fifteen Thousand only) per month from the date of the petition onwards.
3. Petitioner is entitled to realise his costs of litigation from the respondent.

(Dictated to Adalat-AI, arranged in proper form by Confidential Assistant, corrected and pronounced by me in open court on this day, the 10<sup>th</sup> day of April 2026).

Sd/-  
**RENT CONTROLLER (MUNSIFF).**

**APPENDIX:-**

**Petitioner's Witnesses:-**

PW1 : Smt. Vineetha Mahesh.

PW2 : Sri. Vipin Vasudev Pai.

PW3 : Sri. Sunil Kumar. C.C, Advocate Commissioner.

PW4 : Smt. Leena Anand. Advocate Commissioner.

PW5 : Smt. Reeni. V.K, Advocate Commissioner.

**Petitioner's Exhibits:-**

A1.	01-01-2018	Copy of lawyer notice issued by Adv. K.V.Pavithran to respondent.
A2.	01-01-2018	Postal receipt.
A3	16-05-2017	Unclaimed cover with acknowledgment card
A4.	16-05-2017	Postal receipt.
A5.	16-05-2017	Copy of lawyer notice issued by Adv. K.V.Pavithran to respondent.

A6.	09-02-2009	Counter foil of the Rent Receipt Books in the name of Malini Satheesh Pai (page No. 2 to 100)
A7.	03-04-2013	Counter foil of the Rent Receipt Books in the name of Vipin Vasudev. S. Pai (page No. 2 to 100)
A8.	29-02-2024	Certified copy of Judgment in OS 305/2016 of Munsiff Court, Kuthuparamba.
A9.	29-02-2024	Certified copy of Decree in OS 305/2016 of Munsiff Court, Kuthuparamba.
A10.	06-10-2023	Certified copy of Judgment in OS.239/2023 of Munsiff Court, Kuthuparamba.
A11.	06-10-2023	Certified copy of Decree in OS.239/2023 of Munsiff Court, Kuthuparamba.
A12.	27-06-2018	Demand cum disconnection notice issued by Senior Superintendent of KSEB.
A13.	16-07-2016	Account Statement from 01.10.2015 to 31.03.2016 of Account No. 00000034297279285 Of SBI in the name of 2 <sup>nd</sup> Petitioner.
A14.	16-07-2016	Account Statement from 01-04-2016 to 16-07-2016 of Account No. 00000034297279285 Of SBI in the name of 2 <sup>nd</sup> petitioner.
A15.	03-04-2008	Counter foil of the Rent Receipt Books in the name of Vipin Vasudev. S. Pai (page No. 1 to 100).
A16.	--	Document defectively stamped is not marked.
A17.	04-09-2014	Registered Renewal Rent Agreement signed by T.Mohan Krishnan and Vipin Vasudev. S. Pai.
A18.	16-07-2016	Account Statement from 01-04-2015 to 30-09-2015 of Account No. 00000034297279285 Of SBI in the name of 2 <sup>nd</sup> petitioner.
A19.	21-09-2012	Rent Agreement executed by S.V.Rudrappa in favour of Gireendra Singh.
A20.	12-08-2016	Certified copy of Report submitted by the Smt.PK. Reeni, Adv. Commissioner in OS. No. 305/2016 of Munsiff's Court, Kuthuparamba.
A21.	06-01-2022	Certified copy of 2 <sup>nd</sup> Report submitted by the Smt.PK. Reeni, Adv. Commissioner in OS. 305/2016 of Munsiff's Curt, Kuthuparamba.

A21(a)	06-01-2022	Certified copy of Engineers' Report with Photos in OS. 305/2016 of Munsiff's Court, Kuthuparamba.
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**Respondent's Witnesses:-**

RW1 : Sri. Maroli Sadanandan.

RW2 : Sri. Ragesh Paleri. Secretary, Kuthuparamba Municipality.

**Respondent's Exhibits:-**

B1	15-10-2009	Photocopy of Receipt signed by the Petitioners and Respondent.
B2.	09-01-2009	Photocopy of Rent agreement signed by the Petitioners and Respondent.
B3.	09-02-2014	Cash received slip Federal Bank, Kuthuparamba Branch for Rs.45000/-
B4.	08-12-2014	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.5000/-
B5.	09-12-2014	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.3000/-
B6.	--	State Bank of India, Account No. 20151176686 Cash transfer Pay in Slip for Rs.8000/-
B7.	--	State Bank of India, Account No. 20151176686 Cash transfer Pay in Slip for Rs.8000/-
B8.	02-07-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8500/-
B9.	09-02-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8000/-
B10.	01-09-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8500/-
B11.	25-05-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8000/-.
B12.	08-09-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8500/-
B13.	19-10-2015	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8000/-.
B14.	--	State Bank of India, Account No. 20151176686 Cash transfer Pay in Slip for Rs.8000/-
B15.	04-02-2016	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.17000/-.

B16.	30-06-2016	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8500/-.
B17.	20-06-2016	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.17000/-.
B18.	21-06-2016	State Bank of India, Account No. 34297279285 Cash transfer Pay in Slip for Rs.8500/-.
B19.	19-10-2020	State Bank of India, Account No. 33569515952 Cash transfer Pay in Slip for Rs.8500/-.
B20.	--	State Bank of India, Cash transfer Pay in Slip. (faded slip)
B21.	--	State Bank of India, Cash transfer Pay in Slip. (faded slip)
B22.	-	State Bank of India, Cash transfer Pay in Slip. (faded slip)

**Third Party Exhibits:-**

X1.	--	Register extract of the professional tax paid by the respondent to the Municipality.
X2.	--	Copy of Computer Print out for License renewal application filed by the respondent.
X2(a).	11-10-2023	Copy of Computer Print out for License renewal application filed by the respondent.
X3.	26-12-2025	Copy of Notice issued from the Advocate for the Respondent to the Secretary, Kuthuparamba Municipality.

**Court Exhibits:-**

C1.	31-01-2019	Report submitted by Sri. C.C. Sunil Kumar, Advocate Commissioner in the above matter.
C2	27-03-2024	Report submitted by the Smt.Leena Anand, Advocate Commissioner in the above matter.
C3	06-12-2024	2 <sup>nd</sup> Report submitted by the Smt.Leena Anand, Advocate Commissioner in the above matter.

Sd/-

**RENT CONTROLLER (MUNSIFF).**

Fair/Copy of Order in  
**RCP No.51/2018.**

Dated: 10-04-2026.