

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

Present:- Smt. Athira Nair, Rent Controller (Munsiff)

Monday, the 27<sup>th</sup> day of October, 2025/ 5<sup>th</sup> Karthika, 1947.

**IA No.3/2025 in RCP No.81 OF 2023**

1.	Visalu.M.P, W/o.Sasi Kumar. aged 57 years, Teacher, "Sasi Nivas", Pattyam amsom desom, Ottachimakkool, PO Pathayakkunnu, Pin-670 691.	]	Petitioners/ Petitioners
		]	
2.	Sreerag.K.S, S/o.Sasi Kumar, aged 33 years, Company worker, residing at "Sasi Nivas", Pattyam amsom desom, Ottachimakkool, PO Pathayakkunnu, Pin-670 691.	]	
		]	
3.	Dilrag.S, S/o.Sasi Kumar, aged 30 years, Train Operator, residing at "Sasi Nivas", Pattyam amsom desom, Ottachimakkool, PO Pathayakkunnu, Pin-670 691.	]	
		]	
Vs.			
1.	Prema, W/o.Ambu, aged about 60 years, Home maker, "Kunnummal Velandi House", Pattyam West, P O Pathayakkunnu.	]	Respondents/ Respondents
		]	
2.	Sajesh Kumar O.T, Father's name not known, aged about 45 years, Proprietor, Friends Laith work, Ottachimakkool, PO Pathayakkunnu.	]	
		]	

This petition coming on 24<sup>th</sup> day of October, 2025 for final hearing before me in the presence of Sri. N. Premarajan and P. Vijayan, Advocates for the Petitioners ; of Sri. O.C. Prakashan, Advocate for the Respondents and having stood over for consideration till this day; the court passed the following :-

**ORDER**

This is a petition filed under Section 12(3) of the Kerala Buildings (Lease and Rent Control) Act, 1965 (hereinafter referred to as “the Act”), seeking a direction to the respondent/tenant to deposit the arrears of rent and subsequent rent, failing which the petitioner/landlord prays for an order directing eviction of the respondent from the petition schedule building.

2. The petitioner contends that the respondent is liable to pay basic rent of ₹.2,000/- (Rupees Two Thousand only) per month with an annual enhancement of 5%. Accordingly, the rent payable during 2023 was ₹.3,000/- (Rupees Three Thousand only) during 2024 was ₹.3,100/- (Rupees Three Thousand One Hundred only), and during 2025 is ₹.3,200/- (Rupees Three Thousand Two Hundred only). It is alleged that rent from 01.08.2023 onwards remains unpaid. The arrears from 01.08.2023 to 31.05.2025 is calculated at ₹.68,200/- (Rupees Sixty Eight Thousand Two Hundred only). Including earlier dues, the total rent payable as on date is ₹.2,07,685/- (Rupees Two Lakh Seven Thousand Six Hundred and Eighty Five only).

3. The petitioner seeks a direction to the respondent to deposit the entire amount, and in the event of default, to vacate the petition schedule premises.

4. The respondent has filed objections contending that the petition is not maintainable. It is submitted that the property is situated in Pattiyam Panchayat, where the provisions of the Rent Control Act are not applicable. However, the petitioner has described the property in the petition schedule as situated within Kottuvaramba, which falls

within the notified area under the Act.

5. The respondent further contends that rent up to 2023 has already been paid in R.C.P No. 81/23, and therefore, the present petition is not maintainable.

6. The points that arise for consideration are:

1. Whether the petition is maintainable under Section 12(3) of the Act?
2. Whether the respondent is liable to deposit the arrears of rent and subsequent rent?
3. Reliefs and costs?

7. **Point Nos. 1 to 3:-** Section 12(3) of the Act empowers the Rent Control Court to direct the tenant to deposit arrears of rent and subsequent rent, and in case of default, to pass appropriate orders including eviction. The provision is intended to ensure that the tenant does not continue to occupy the premises without payment of rent.

8. In the present case, the respondent has not denied the landlord-tenant relationship nor the agreed rate of rent. The dispute raised pertains to the jurisdiction of the Court and the maintainability of the petition.

9. The petitioner has described the property in the petition schedule as situated within Koottuparamba. The respondent has not produced any material to establish that the property is situated outside the notified area. In the absence of such evidence, the Court is bound to proceed on the basis of the petition schedule description.

10. As regards the payment of rent up to 2023, the respondent

has not produced any receipt or order in R.C.P. No. 81/23 to substantiate the claim. The petitioner has calculated arrears from 01.08.2023 onwards, and the respondent has not deposited any amount towards the said arrears.

11. This Court is satisfied that the respondent is liable to deposit the arrears of rent from 01.08.2023 to 31.05.2025, amounting to ₹.68,200/- (Rupees Sixty Eight Thousand Two Hundred only), and the total rent due as on date is ₹.2,07,685/- (Rupees Two Lakh Seven Thousand Six Hundred and Eighty Five only).

**In the result**, the petition is allowed as follows.

1. The respondent No. 1 is directed to deposit the sum of ₹.2,07,685/- (Rupees Two Lakhs Seven Thousand Six Hundred Eighty-Five only) within a period of 4 weeks from the date of this order. The respondent shall also deposit the subsequent monthly rent of ₹.3,200/- (Rupees Three Thousand Two Hundred only) within 2 weeks from the date of due each month.

(Dictated to Adalat-AI, arranged in proper form by Confidential Assistant, corrected and pronounced by me in open court on this day, the 27<sup>th</sup> day of October 2025).

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

**APPENDIX:-** Nil.

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

Fair/Copy of Order in  
**IA. 3/2025 in**  
**RCP No.81/2023.**  
Dated : **27-10-2025.**