

**IN THE COURT OF THE MUNSIF, KANJIRAPPALLY**

**Present : Smt. Smitha Susan Mathew, Munsiff**

Monday 30<sup>th</sup> day of March 2026

9<sup>th</sup> day of Chaithra 1948

**O.S. 323/2023**

**Plaintiff:-**

Mathew, Aged 71 Years, S/o Thomas,  
Chelikkuzhi Puthenpurayil House, Erumely P.O.,  
Pin 686 509, Erumely South Village,  
Kanjirappally Taluk.

**By Adv. D. Muralidhar.**

**Defendant:-**

Mathew K.J. Aged 45 Years, S/o Joseph,  
Kumbulovelil House, Kulathunkal P.O.,  
Pin 686 588, Kulathoor Kara, Kottangal Village.

**By Adv. R. Rahul, Adv. Christine Mathew  
& Adv. Sujith Kumar T.U.**

This suit having been finally heard on 25.03.2026 and the Court on 30.03.2026 delivered the following:-

**J U D G M E N T**

**Suit for realization of money.**

2. **The plaint averments, in brief, are as follows:-** Plaint schedule item No.1 property belongs to plaintiff by virtue of sale deed No.1974/1994 of the SRO, Erumeli. He constructed item No.2 shop room in item No.1 and he is in ownership and possession of item No.1

and 2 properties. Plaintiff rented out item No.2 shop room to defendant for a monthly rent of ₹9,500/- vide agreement dated 10/08/2019 for a period of 11 months and defendant gave Rs.1 Lakh as security. But defendant defaulted payment of rent from 10/04/2020. Hence plaintiff filed RCP 1/2021 to evict the defendant from item No.2 shop room and IA 2/2022 u/s 12(1) of the Rent Control Act to realise arrears of rent of ₹2,09,000/-. The IA was allowed. But defendant failed to comply with the order. Hence the RCP was closed on 18/11/2022 directing the defendant to vacate the shop room. Defendant handed over the vacant possession of plaintiff schedule item No.2 shop room to the plaintiff on 30.11.22. Defendant failed to pay the arrears of rent of ₹2,94,000/-. Plaintiff is entitled to get ₹1,94,000/- after deducting the security amount of ₹1 Lakh. The plaintiff schedule item No.2 building is presently in the possession of plaintiff. The appeal filed by the defendant against the order in IA 2/2021 in RCP 1/2021 was dismissed. Hence the suit.

**3. Defendant filed written statement and the crux of the defense is as follows:-** The plaintiff is in the ownership of plaintiff schedule item No.1 and 2 properties. The defendant is in possession of item No.2 shop room and wheel alignment unit, tubes, tyres and other machinery which belong to defendant are still kept in the shop room. Defendant took

possession of item No.2 shop room on rent for conducting his business related to tyre works in the name and style 'Chalukkattu Auto Care' at Erumeli. But due to Covid pandemic, the shop room was closed in March, 2020. The same was intimated to plaintiff. The plaintiff orally assured the defendant that he would not charge rent during that period. But plaintiff attempted to take possession of machinery and other equipments kept in item No.2 shop room, when defendant restarted the functioning of the business in June 2020. Then defendant filed OS 141/2020 and obtained a temporary injunction against plaintiff. Thereafter, with an intention to obstruct his business, plaintiff unloaded granite stones in front of the shop room. Plaintiff filed RCP without deducting the rent amount during Covid period. The allegation of plaintiff that defendant vacated the shop room by handing over the key to plaintiff as per the order in RCP is false. Plaintiff cut and removed the lock and key of the shop room and placed new one therein. Hence defendant sustained loss of Rs.16 Lakhs and plaintiff is liable to pay the amount to defendant. Defendant is not liable to pay the rent for the period of Covid epidemic as well as the period from 17/11/2020, the date from which the shop stopped functioning due to the obstruction caused by plaintiff. Plaintiff is not entitled to get any amount from the defendant. Hence defendant seeks for dismissal of the suit.

4. Heard both sides. Perused the case records.

5. **Following issues are settled for determination :-**

1. Is the plaintiff entitled for a decree of realisation of money as prayed for.

2. Reliefs and costs.

6. Plaintiff was examined as PW1 and Exts.A1 to A3 were marked from the side of plaintiff. DW1 was examined and no documents marked from the side of defendant.

7. **Issue No.1:-** Admittedly, the plaintiff is the owner of plaint schedule item No.1 and 2 properties, and defendant is the tenant of item No.2 shop room. Plaintiff is examined as PW1. He produced Ext.A2, land tax receipt with respect to plaint schedule properties. Plaintiff alleges that defendant was directed to vacate the shop room for nonpayment of arrears of rent by the Rent Control Court, Kanjirappally, in RCP 1/2021. Ext. A1 is the certified copy of the order of the Rent Control Court dated 15/10/2022 in IA 2/2022 in RCP 1/2021. Ext.A3 is the order in RCP 1/2021, which shows that all the proceedings in RCP 1/2021 was stopped directing the defendant (respondent in RCP 1/2021) to hand over the vacant possession of the plaint schedule item No.2 room to the plaintiff.

According to PW1, though defendant vacated the shop room on 30.11.22 by handing over the lock and key, he failed to pay the arrears of rent.

8. Defendant denies the allegation that he vacated the plaint schedule item No.2 building. He is examined as DW1. According to him, the shop he conducted in the name and style 'Chalukkattu Auto Care, Erumeli' in item No.2 shop room, was closed in March, 2020 due to Covid. He contends that he could not pay the rent during the period when the shop remained closed and PW1 verbally agreed to exempt the rent for that period. His evidence further shows that when he re-started the business in June, 2020, plaintiff attempted to usurp the machinery and other articles kept in the shop room. Hence defendant filed OS 141/2020 before this court and obtained an order of temporary prohibitory injunction.

9. DW1 contends that the plaintiff cut and removed the key and lock and usurped machinery, tyres and tubes worth ₹16 Lakhs and thus, took possession of item No.2 building. This statement is inconsistent with what is stated in plaint as well as in the beginning portion of proof affidavit that plaint schedule item No.2 building is still in his possession. Though DW1 contended that PW1 trespassed into the building and took the machines and other business articles which he kept in the room, during cross-

examination he stated that he had not filed any complaint against PW1 regarding such illegal acts. But during re-examination, he stated that he filed petition before the police regarding the loss of articles he kept in item No.2 building. But he did not present any proof to establish the same. Anyhow, during the fag end of the cross-examination, he admitted that plaint schedule item No.2 building is not now in his custody and he vacated the building. DW1 contended that PW1 obstructed the business in the shop room by unloading stones in front of the shop room. He has no case that he filed complaint before the accommodation controller or any authority regarding the alleged obstruction caused by the plaintiff. Defendant failed to bring any evidence to establish his contention. According to him, plaintiff filed a Rent Control Petition against defendant and obtained a favourable order.

**10.** DW1 admitted that rent is in arrears since 10.04.2020. According to his statement, the rent per month is ₹9,500/-. His evidence would show that he was directed by the Rent Control court to pay the arrears of rent and the appellate court dismissed the appeal he filed against this order. The allegation of PW1 that DW1 has not been paying rent since 10.04.2020 is admitted by DW1. Plaintiff is claiming the rent till 30.11.2022. Plaintiff also stated that as he is in possession of Rs.1 Lakh,

the security amount paid by the defendant, he would like to realise only ₹1,94,000/- with 12% interest. His evidence could not be rebutted by DW1. Hence from the evidence available on record, the court is of the view that the plaintiff is entitled to get a decree of realisation of money as prayed for and the issue is answered in favour of plaintiff.

**11. Issue No.2:-**

**In the result,** the suit is decreed as follows:-

1. The plaintiff is entitled to realize ₹1,94,000/- (Rupees One Lakh Ninety Four Thousand only) with interest at the rate of 12% per annum from the date of suit till the date of decree and at the rate of 6% per annum from the date of decree till realisation of the amount from the defendant and his assets.
2. The plaintiff is also entitled to recover the costs of the suit from the defendant and his assets.

*Dictated to the Confidential Assistant, typed by him corrected by me and pronounced in open court on this the 30<sup>th</sup> day of March, 2026.*

**SMITHA SUSAN MATHEW  
MUNSIF**

**APPENDIX****Exhibits marked for the plaintiff:-**

A1	15.10.2022	Certified copy of the order in I.A 2/22 in RCP 1/2021 of the Rent Control Court, Kanjirappally.
A2	26.06.2020	Tax Receipt Thandaper No.1169 of the Village Office, Erumely South.
A3	21.11.2022	Certified copy of the order in RCP 1/2021 filed before the Rent Control Court, Kanjirappally.

**Exhibits marked for the defendant:-** Nil**Court Exhibit:-** Nil**Third party Exhibit:-** Nil**Witness examined for the plaintiff:-**

PW1          13.02.2026          Mathew

**Witness Examined for the defendant:-**

DW1          04.03.2026          Mathew K.J.

*Id/-***MUNSIFF**

Typed By : Jayamol V.M.

Compd. By : Rajalakshmi T.P.

**MUNSIFF**