

IN THE COURT OF THE MUNSIFF, ADOOR

Present: Smt. Sherin Y.T, Munsiff.

Monday the 18th day of May, 2026
28th day of Chaithra, 1948 (S.E)IA No. 2/2025 in RCP No.11/2024

Between:-

- | | | | |
|---|-----------------------------------|---|-------------|
| 1 | Badarudeen, 65 years, | } | |
| | S/o. Moideen Rawther, | } | |
| | Galaxy Home, | } | Petitioners |
| | Ammakandakara Muri, | } | |
| | Peringanadu Village, Adoor Taluk, | } | |
| | Pathanamthitta District. | } | |
| 2 | Jaseena aged 54 years, | } | |
| | W/o. Badarudeen, Galaxy Home, | } | |
| | Ammakandakara Muri, | } | |
| | Peringanadu Village, Adoor Taluk, | } | |
| | Pathanamthitta District. | } | |

(By Adv.V.Sathishkumar)

And:-

- | | | | |
|--|---------------------------------|---|------------|
| | Maheen.R, aged 43 years, | } | |
| | S/o. Rasheed Koya, | } | |
| | Chirayath Vayal, Kallaramthodu, | } | Respondent |
| | Koottikkada.P.O, | } | |
| | Mayyanadu Village, Kollam | } | |

(By Adv. R.Geetha)

This petition filed under section 12(1) of Kerala Building (Lease and Rent Control) Act 1965.

This petition is coming on for hearing on 18.05.2026 and on the same day the court passed the following:

ORDER

This petition is filed under Section 12(1) of the Kerala Buildings (Lease and Rent Control) Act, 1965.

2. **The averments in the petition in brief are as follows :** The petitioners are the owners of J.B. Mall, Building No. 102, situated in Ward No. 27 of Adoor Municipality. The respondent is the tenant in Shop Room No. 428 situated on the first floor of the said building. According to the petitioners, the petition schedule shop room was let out to the respondent on 01.07.2023 for a period of 11 months on a monthly rent of ₹35,000/-. But he failed to pay rent from August 2023 onwards. The petitioners contend that the respondent is in arrears of rent and that the arrears up to October 2025 would come to ₹9,80,000/-. Hence, the petitioners seek a direction to the respondent to deposit the arrears of rent.

3. **The respondent filed objection** denying the claim of the petitioners. According to the respondent, the petitioners have suppressed material facts. The respondent admits the tenancy and also admits that the agreed monthly rent was ₹35,000/-. However, according to him, he had paid ₹17,500/- as half month rent and rent for two months, totalling ₹87,500/-. The respondent contends that, though he had taken the petition schedule shop room on rent and had spent about ₹15,00,000/- for furnishing the same, he could not commence business due to the acts and omissions of the petitioners. It is contended that the petitioners initially issued consent for obtaining municipal licence, but later objected before the Municipality and thereby prevented issuance of licence to him. The respondent further contends that, due to the obstruction caused by the petitioners, he was compelled to file O.S. No. 319/2023 before the Munsiff's Court, Adoor. He also filed W.P.(C) No. 8991/2024 before the Hon'ble High Court of Kerala seeking necessary reliefs. According to him, despite orders passed by the Hon'ble High Court, the petition schedule shop room was sealed by the Municipality. Thereafter, the electricity connection was also disconnected, compelling him to file W.P.(C) No. 27486/2025 before the Hon'ble High Court. It is further alleged by the respondent that the petitioners obstructed his

enjoyment of the premises by closing the staircase shutters, dumping waste materials and preventing him from conducting business in the petition schedule shop room. According to the respondent, the non-payment of rent occurred only due to the illegal acts of the petitioners. Therefore, he contends that he is not liable to pay the arrears of rent claimed in the petition. On these grounds, the respondent prayed for dismissal of the petition with costs.

4. Heard both sides.

5. On the side of the petitioners, Ext. A1 rent deed was marked. On the side of the respondent/tenant, Exts. B1 to B15 were marked for reference.

6. The following points arise for consideration:

1. Whether the petitioners are entitled to get an order directing the respondent to deposit the arrears of rent under Section 12 of the Kerala Buildings (Lease and Rent Control) Act?
2. Whether the respondent is entitled to claim suspension of rent as alleged by him?
3. Reliefs and costs.

7. **Point Nos. 1 and 2** : Point Nos. 1 and 2 are considered together, as they are closely interconnected. The present petition is filed under Section 12(1) of the Kerala Buildings (Lease and Rent Control) Act, 1965. The case of the petitioners is that the respondent is the tenant in Shop Room No. 428 of J.B. Mall, owned by the petitioners, on a monthly rent of ₹35,000/-. According to the petitioners, the tenancy commenced on 01.07.2023 and the respondent has defaulted payment of rent from August 2023 onwards. The petitioners claim an amount of ₹9,80,000/- as arrears of rent up to October 2025.

8. Ext. A1 is the rent deed produced on the side of the petitioners. Ext. A1 shows that it was executed between the petitioners and the respondent on 01.07.2023 for a period of 11

months. The monthly rent stipulated therein is ₹35,000/-. The respondent has not denied the execution of Ext. A1. On the other hand, in the objection itself, the respondent has admitted that he entered into a rent agreement with respect to the petition schedule shop room owned by the petitioners on 01.07.2023. Therefore, the jural relationship of landlord and tenant between the petitioners and the respondent stands admitted.

9. The petitioners contend that the agreed monthly rent is ₹35,000/-. The respondent, in his objection, has admitted that he paid ₹17,500/- as half-month rent and also paid rent for two consecutive months at the rate of ₹35,000/- per month. Thus, the respondent himself admits the rate of rent as ₹35,000/- per month. Hence, for the purpose of deciding this petition under Section 12 of the Act, the admitted monthly rent can be taken as ₹35,000/-.

10. The respondent has raised a contention that he had paid advance amount to the petitioners on 26.06.2024, but the rent agreement was executed only after 20 days from the date of receipt of the said advance amount. According to him, due to the delay in execution of the rent agreement, he could not commence the furnishing work of the shop room in time. He further contends that, even thereafter, he paid ₹17,500/- as half-month rent and rent for two consecutive months at the rate of ₹35,000/- per month, totalling ₹87,500/-.

11. The above contention cannot be accepted as such at this stage. The respondent has not produced any receipt or other reliable document to prove the alleged payment of ₹87,500/- towards rent. Moreover, Ext. A1 shows that the petition schedule shop room was taken on rent by the respondent with effect from the date of execution of the rent deed itself. Therefore, the contention that the agreement was executed belatedly after receipt of advance amount and that, due to such delay, the respondent could not commence the furnishing work in time, is not borne out from the materials presently available on record. In view of Ext. A1, the

respondent was liable to pay rent from 01.07.2023 onwards. Hence, in the absence of acceptable evidence regarding payment, the respondent cannot avoid his liability to deposit the rent due under the lease arrangement.

12. The main contention of the respondent/tenant is that he is not liable to pay rent, as the landlords had prevented him from enjoying the petition schedule shop room for conducting business. The learned counsel for the respondent therefore submitted that the doctrine of suspension of rent is applicable in the present case. The respondent has produced Exts. B1 to B15 mainly to substantiate his contention that, due to the acts of the petitioners and the authorities, he was prevented from conducting business in the petition schedule shop room.

13. The respondent has also relied on the decision of the Hon'ble High Court of Kerala in **P.N. Unnikrishnan v. K.X. John Victor, 2025 KHC OnLine 933**, wherein the doctrine of suspension of rent was considered. In the said decision, the Hon'ble High Court held as follows:

"From the above judgments, it is evident that the doctrine of suspension of rent has to be applied by the Court cautiously, depending upon the facts and circumstances of each case. It is applied where the landlord unlawfully evicts the tenant from the premises, either wholly or substantially, the tenant's obligation to pay rent is suspended for that period, since rent is payable only in consideration of possession and enjoyment. It is also applied even without full eviction, if any part of the property is rendered unfit for beneficial use such as by demolition undertaken by the landlord, denial of access, or failure to carry out essential repairs, the tenant is entitled to suspension or abatement of rent, depending on whether the deprivation is total or partial."

14. In the light of the above principle, it is necessary to consider whether Exts. B1 to B15 prima facie show any deliberate, tortious or unlawful act on the part of the landlords or their agents resulting in eviction, substantial deprivation of enjoyment, or such interference with

possession as would justify suspension or abatement of rent.

15. Ext. B1 is the mahazar prepared by the Public Health Inspector Grade II of Adoor Municipality dated 14.03.2024. It shows that the Municipality locked the shop room after disconnecting the electricity connection in the presence of the respondent. The respondent relies on this document to contend that the shop room was sealed and that he could not conduct business therein. Ext. B2 is the letter dated 26.04.2025 issued by the Tahsildar, Adoor to the respondent. It shows that the Tahsildar could not proceed with the complaint filed by the respondent since O.S. No. 109/2024 was pending before the Sub Court, Pathanamthitta. This document indicates that disputes existed between the parties and that the respondent had approached the authorities. Ext. B3 is the judgment in WA No. 125/2025 of the Hon'ble High Court of Kerala dated 04.07.2025. It shows that the respondent approached the Hon'ble High Court and that the Municipality was directed to issue trade licence to the respondent, subject to payment of actual charges. The Hon'ble High Court also directed that, in the meantime, the lock of the premises shall be broken open forthwith. The respondent relies on this document to show that the Municipality was directed to issue licence and to open the shop room. Ext. B4 is the application filed by the respondent before the Assistant Executive Engineer, Kerala State Electricity Board, Adoor, for reinstating electricity connection to the petition schedule shop room. Ext. B5 is the judgment of the Hon'ble High Court of Kerala in W.P.(C) No. 27486/2025 dated 30.10.2025. The said writ petition was filed by the respondent against the Secretary, Kerala State Electricity Board, the Assistant Executive Engineer, Electrical Sub Division, Adoor, the Accommodation Controller/Tahsildar, Adoor and the 1st petitioner herein. As per Ext. B5, the Hon'ble High Court directed the Electricity Board to consider the application submitted by the respondent for fresh electricity connection as if it were made by the owner. It was also ordered

that the entire statutory charges and arrears, if any, shall be borne by the respondent herein and that the Board shall consider the application without insisting on consent from the landlord. Ext. B5 shows that the respondent had approached the Hon'ble High Court for obtaining electricity connection to the petition schedule premises. Ext. B6 series are photographs of the petition schedule shop room. The respondent relies on the said photographs to show the condition of the shop room and the alleged obstruction or state of affairs existing therein. Ext. B7 is the letter issued from the office of the Assistant Executive Engineer, KSEB, Electrical Sub Division, Adoor to the respondent. It intimates that, for giving a new electricity connection in Building No. 428 of Building No. 102/10 of Adoor Municipality, the respondent has to apply through the website of KSEB in the prescribed application form. Ext. B8 is the commission report, mahazar and rough sketch prepared by the Advocate Commissioner in O.S. No. 319/2023. The respondent relies on Ext. B8 to show that, when the Commissioner visited the petition schedule shop room on 21.10.2023, there was no electricity connection and that furnishing work had been done in the shop room. The respondent also relies on the said document to substantiate his contention that he had spent a huge amount for furnishing the premises. However, the said commission report also shows that a mobile phone service centre was functioning therein. It only records that, at the time of inspection, there was no electricity. It is not specifically noted therein that the electricity connection was disconnected by the petitioners or that the absence of electricity was due to any act committed by the petitioners. Ext. B9 is another commission report and mahazar filed in O.S. No. 319/2023. It is stated therein that no business was being carried on in the petition schedule shop room at the time of inspection. The Commissioner visited the plaint schedule property on 26.02.2024. It is further stated in Ext. B9 that a notice dated 11.12.2023 was affixed in front of the shop room, stating that the mobile phone service centre was being

conducted without licence and that notice was issued to the respondent. It is also stated therein that the petitioner herein had filed an application requesting that licence shall not be issued to the building. Ext. B10 is the order of the Hon'ble High Court of Kerala in W.P.(C) No. 8991/2024 dated 06.03.2024. The said writ petition was filed by the respondent against Adoor Municipality and the landlord. As per Ext. B10, the Hon'ble High Court ordered that there shall not be any coercive steps against the respondent tenant. This document is relied on by the respondent to contend that he had to approach the Hon'ble High Court against the action of the Municipality. Ext. B11 is a rent deed dated 04.08.2023 produced by the respondent. It is seen executed between the respondent and one Nishad. According to the respondent, he had taken the building covered by Ext. B11 on rent for the residence of his staff. However, Ext. B11 has no connection with the present case, as it relates to a different building and a separate transaction between the respondent and a third party. Ext. B12 series are intimations/notices issued from the Municipal Office, Adoor. They show that the business in the petition schedule shop room was being conducted without licence and that notice was issued to the respondent. They further show that the respondent filed an application for licence, but the consent letter of the landlord was not produced. It is also seen that the landlord had filed an application stating that licence shall not be issued in respect of the petition schedule shop room. Ext. B12 series also contain notices stating that licence could not be issued since the application did not contain the consent of the landlord and that, if the defect was not cured, further steps including closure and prosecution proceedings would be initiated. Ext. B13 is the injunction order passed in I.A. No. 1/2023 in O.S. No. 319/2023 in favour of the respondent tenant and against the petitioners herein. By the said order, the petitioners were restrained from forcibly evicting the respondent from the plaint schedule property until further orders. Ext. B14 is the consent letter dated

01.09.2023 issued by the landlord giving consent to issue licence to the respondent tenant. Ext. B15 is the rent deed executed between the petitioners and the respondent dated 01.07.2023. It is the same as Ext. A1. Ext. B15 also supports the case that the respondent entered into a rent arrangement with the petitioners in respect of the petition schedule shop room.

16. On a careful consideration of Exts. B1 to B15, it can be seen that those documents mainly relate to disputes between the parties regarding issuance of licence, sealing of the premises, electricity connection, civil court proceedings, writ proceedings and alleged obstruction in the conduct of business. They may show that disputes arose between the parties after commencement of tenancy. They may also show that the respondent approached the civil court, Municipality, Tahsildar, Electricity Board and the Hon'ble High Court for redressal of his grievances. However, the said documents do not disprove the admitted tenancy, the execution of Ext. A1 rent deed or the admitted rate of rent.

17. The plea of suspension of rent is a serious plea and it has to be established by clear and convincing materials. In order to invoke the said doctrine, there must be prima facie material to show that the tenant was wholly or substantially deprived of the possession or beneficial enjoyment of the tenanted premises due to an act attributable to the landlord. A mere dispute between the landlord and tenant regarding licence, electricity connection or conduct of business is not, by itself, sufficient to absolve the tenant from the liability to deposit rent in a proceeding under Section 12 of the Act.

18. It is pertinent to note that, as per Ext. B1, the Municipal authorities closed the petition schedule shop room and disconnected the electricity connection only on 14.03.2024. Therefore, from the date of commencement of tenancy, namely 01.07.2023, till 14.03.2024, the shop room was not under closure by the Municipality. The respondent has not specifically

shown what exactly prevented him from conducting business in the petition schedule room during the said period. No material is produced to show that the petitioners caused any direct obstruction to the respondent during the said period.

19. It is also relevant that the respondent had filed O.S. No. 319/2023 before the Munsiff's Court, Adoor against the petitioners and obtained an order of temporary injunction on 21.10.2023 against forcible eviction from the plaint schedule property. Thus, the respondent was asserting his right to continue in possession of the petition schedule premises.

20. As per Ext. B3 order, the Hon'ble High Court of Kerala directed the Municipality to issue trade licence to the respondent and to break open the lock of the premises. In the objection, the respondent contends that, even after the said order, he could not start business as the Electricity Board had disconnected the service connection. It is further contended that, pursuant to the order of the Hon'ble High Court, electricity connection was given only on 18.12.2025 and that, even thereafter, the respondent could not start business due to obstruction caused by the petitioners and due to damage caused to the machineries on account of non-use.

21. However, there is no acceptable material before this Court to show that, after restoration of electricity connection, the petitioners caused any obstruction to the respondent in using the petition schedule premises. The alleged damage to the machineries due to non-use or unattended condition cannot, by itself, be made a ground to avoid payment of rent or to shift the entire liability upon the landlords in a proceeding under Section 12 of the Act. Further, the respondent has not specifically pleaded the exact period for which rent is sought to be suspended. There is no clear pleading as to from which date to which date the petitioners allegedly prevented him from using the tenanted premises. In the absence of a specific plea and satisfactory evidence regarding the exact period of alleged deprivation of enjoyment, the plea of

suspension of rent cannot be accepted at this stage.

22. The respondent continues to claim rights under the tenancy. He has obtained an injunction order against forcible eviction. He has also approached various authorities and the Hon'ble High Court for enabling him to conduct business in the premises. Therefore, it is evident that the respondent continues to assert his right as tenant over the petition schedule shop room. In such circumstances, the respondent cannot avoid deposit of arrears of rent merely on the ground that disputes had arisen regarding licence, electricity connection or conduct of business.

23. In a petition under Section 12 of the Act, the primary consideration is whether the tenant has admitted the tenancy and the rent, and whether arrears are liable to be deposited. In the present case, the tenancy is admitted. The rent of ₹35,000/- per month is also admitted by the respondent in his objection. The respondent admits payment of only ₹87,500/-, consisting of ₹17,500/- as half-month rent and ₹70,000/- towards rent for two months. No document is produced to show payment of rent thereafter.

24. The petitioners have claimed rent from August 2023 onwards. Though there is a statement in the petition that the respondent has not paid rent from August 2022, the admitted case of both sides is that the tenancy commenced only on 01.07.2023. Therefore, the reference to August 2022 can only be treated as a mistake. The claim has to be considered only from August 2023 onwards.

25. The petitioners have claimed ₹9,80,000/- as arrears of rent up to October 2025. However, the admitted monthly rent is ₹35,000/-. The period from August 2023 to October 2025 comes to 27 months. Therefore, at the rate of ₹35,000/- per month, the total rent payable for the said period would be ₹9,45,000/-. The petitioners have not specifically stated how the amount of ₹9,80,000/- has been calculated as arrears of rent. Hence, the petitioners are

entitled to an order directing the respondent to deposit ₹9,45,000/- towards arrears of rent for the period from August 2023 to October 2025. The respondent is also liable to deposit the subsequent rent from November 2025 onwards at the rate of ₹35,000/- per month, if not already paid, and to continue to deposit the monthly rent during the pendency of the Rent Control Petition. Accordingly, Point No. 1 is found in favour of the petitioners and Point No. 2 is found against the respondent.

26. **Point No. 3** : In view of the findings on Point Nos. 1 and 2, the petition is liable to be allowed.

In the result, this petition is allowed as follows:

1. The respondent is directed to deposit an amount of ₹9,45,000/- towards arrears of rent for the period from August 2023 to October 2025. The respondent shall deposit the said amount within four weeks from the date of this order.
2. The respondent shall also deposit the subsequent rent at the rate of ₹35,000/- per month from November 2025 onwards, if not already paid, and shall continue to deposit the monthly rent at the rate of ₹35,000/- within two weeks from the date on which the rent becomes due.

Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 18th day of May, 2026.

Sd/-
SHERIN. Y.T,
MUNSIFF.

AppendixExhibits marked for the Petitioners:-

A1 01.07.2023 Rent deed executed between the petitioners and the respondent.

Exhibits marked for the Respondent:-

B1 14.03.2024 Copy of Mahazar Prepared by Public Health Inspector Grade II Adoor Municipality.

B2 26.04.2025 Letter issued by the Tahsildar, Adoor to the Respondent.

B3 04.07.2025 Copy of Judgment in WA No. 125/2025 of Hon'ble High Court of Kerala.

B4 09.07.2025 Application filed by the respondent before the Assistant Executive Engineer, KSEB, Adoor.

B5 30.10.2025 Copy of Judgment in WP(C) No. 27486/2025 of the Honble HC of Kerala.

B6 - Photo copy of Photos.

B6(a) - Photo copy of Photos.

B6(b) - Photo copy of Photos.

B6(c) - Photo copy of Photographs.

B6(d) - Photo copy of Photographs.

B7 07.12.2025 Letter issued from the office of the Assistant Executive Engineer, KSEB, electrical Sub division, Adoor.

B8 01.11.2023 Copy of commission Report, Mahazar, and Rough Sketch prepared by the Advocate Commissioner in O.S No.319/2023.

B9 08.04.2024 Copy of Commission Report in IA 6/2024 in O.S 319/2023

B10. 06.03.2024 Order in WP(C)No. 8991/2024 of the Hon'ble HC of Kerala.

B11 04.08.2023 Copy of Rent deed.

B12 15.12.2023 Copy of Intimation issued from Municipal Office, Adoor.

B12(a) 16.01.2019 Copy of Notice issued from Municipal Office Adoor.

B12(b)	11.12.2023	Copy of Notice issued from Municipal Office Adoor.
B13	21.10.2023	Copy of Injunction order passed in IA No. 1/2023 in O.S 319/2023
B14	01.09.2023	Copy of consent letter.
B15	01.07.2023	Copy of Rent deed executed between the Petitioners and Respondent.

Witness Examined for the Petitioners:- Nil

Witness Examined for the Respondent :- Nil

Id/-
MUNSIFF.

Typed by: Saji.K
Compared by:

Fair/Copy of Order in
IA No.2/2025 IN RCP No.11/2024
Dated:18..05..2026.