

IN THE COURT OF THE RENT CONTROLLER, IRINJALAKUDA

Present: Smt.Abeena C H, Rent Controller.

Wednesday, 5th November 2025/14th Karthika, 1947

IA 3/2025 in RCP 6/2025

Petitioner:-

Hrishikesh Mulangil Mohanan, 48 years, Mulangil House,
Karukulangara Desom, Irinjalakuda. Rep. by Power of Attorney
Holder Mr. Mohanan, 81 years, Mulangil House, Karukulangara
Desom, Irinjalakuda Village and P.O, Mukundapuram Taluk.

By Adv. Hobby Jolly

Respondents:-

Jogy Antony, 61 years, Advocate, 1st Floor, Alangadan Complex,
Opp. JFCM No.1 Court, Kachery Valappu, P.O. Irinjalakuda,
Mukundapuram Taluk. Thrissur District. Pin- 680 121.

By Adv. P. K. Sasikumar

This petition coming on this day for hearing and the court passed the
following:-

ORDER

1. Petition filed by the petitioner/landlord under section 12 (1) of the
Kerala Buildings (Lease and Rent Control) Act, 1965 (herein after referred to
the Act).

2. **The averments of the petitioner are as follows:** RCP has been
filed raising grounds under Sections 11 (2) (b) and 11(4) (IV) of the Act. The
petitioner in the RCP is the landlord. The petition schedule room numbered
V/151 situated on the 1st floor of Alengadan Building of Irinjalakuda
Municipality was rented out to the respondent for conducting Advocate Office
Room pursuant to a rent chit dated 10.06.2000. The rent was fixed at ₹1,300/-
per month. The petitioner is also entitled to 12% interest on the arrears. This

RCP has been filed on the ground that the respondent defaulted on rent for 13 months, from April 2024 to April 2025, amounting to ₹20,324/-, including interest. After the institution of this RCP, respondent has defaulted payment of rent for 3 months. Respondent has defaulted payment of rent purposefully. Petitioner is entitled for a total sum of ₹20,324/-. Hence this petition.

3. The respondent filed an objection stating that the petition is not maintainable in law and is liable to be dismissed. The petitioner has not demanded the rent to the respondent till date. The petitioner has been threatening to evict the respondent from the petition schedule room. The respondent has already paid the rent to Mr. Santhosh Alengadan, the previous owner of the said premises. The petitioner is not entitled to claim any amount or interest as alleged in the petition. The respondent, however, is ready and willing to pay the monthly rent to the petitioner, which fact has already been admitted by the respondent. The monthly rent of the petition schedule room is ₹1,000/-. Allowing this petition would cause irreparable injury to the respondent. Therefore, the present petition is liable to be dismissed with costs.

4. From the above petition averments and contention in the counter affidavit, the following points arise for consideration:-

- 1) Is the petitioner entitled to get an order u/s. 12 (1) of Kerala Buildings (Lease and Rent Control) Act, 1965?

2) Order as to costs?

5. Heard both sides and perused the records.

6. **Point Nos.1& 2:-** In the present case, there is no dispute with respect to the existence of the landlord-tenant relationship. The respondent has admitted that he is a tenant under the petitioner. However, the quantum of rent is in dispute. The petitioner contends that the monthly rent is ₹1,300/-, whereas the respondent claims that the agreed rent is only ₹1,000/- per month. According to the petitioner, a rent agreement was executed between the parties on 10.06.2000 for a period of 11 months. Upon perusal of rent agreement, it is found that the monthly rent is fixed at ₹400/-. There is no material produced before this Court to substantiate the petitioner's claim that the rent was subsequently enhanced to ₹1,300/-. The respondent, on the other hand, has admitted that the rent payable is ₹1,000/- per month. At this stage a detailed enquiry as to the exact rate of rent is not permitted. In view of Section 12 of the Kerala Buildings (Lease and Rent Control) Act, the respondent is bound to deposit all arrears of rent admitted by him and continue to pay the rent as it falls due in order to contest the petition. Though the respondent has expressed his willingness to pay the balance rent, he has not produced any receipts or other documentary evidence to prove that rent has been paid for the period from April 2024 to April 2025. In the absence of such materials on record, this Court finds that rent is due from April 2024 onwards.

7. In the result, the petition is allowed and the following direction is passed u/s. 12 [1] of Kerala Building [Lease and Rent Control] Act, 1965.

- 1) The respondent is directed to pay ₹20,000/- (Rupees twenty thousand only), being the arrears of rent from April, 2024 till November, 2025 together with interest at rate of 6% due as of today, within 30 days from the date of this order.
- 2) The Respondent shall continue to remit the rent which may be subsequently fall due within 15 days from the date of due till the culmination of rent control proceedings.
- 3) Petitioner is entitled to get the costs of the petition from the respondent.

For compliance - 08.12.2025.

(Dictated to the Confidential Assistant, typed by her, corrected by me and pronounced in Open Court on this the 5th day of November, 2025).

Sd/-
Abeena C.H,
Rent Controller.

APPENDIX:- Nil

Sd/-
Rent Controller.

//True copy//

Rent Controller.

Order in IA3/2025
in RCP 6/2025
Dated: 05.11.2025