

**IN THE COURT OF THE RENT CONTROLLER, IRINJALAKUDA****Present: Smt.Abeena.C.H, Rent Controller.****Tuesday, 10<sup>th</sup> day of February 2026/21<sup>st</sup> Magham, 1947****IA 1/2025 in RCP 11/2025****Petitioner:-**

Adv. Narayanan, 64 years, S/o Puthussery Koran,  
Kaduppassery Village, Desom, Mukundapuram Taluk.  
By Adv. P. K. Sasikumar

**Respondent:-**

Vinayan, 53 years, S/o Mupli Velayudhan, Irinjalakuda  
North P.O, Porathissery Village, Desom, Mukundapuram  
Taluk.

By Adv. Shajan L. Manjaly

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

**ORDER**

This is a petition filed under section 12 of the Kerala Buildings  
(Lease and Rent Control) Act, 1965 (herein after referred to the Act).

2. **The petition averments in brief are as follows:-** The above  
Rent Control Petition was filed under Sections 11(2)(b) and 11(3) of the Ker-  
ala Buildings (Lease and Rent Control) Act, 1965. The petition schedule  
building was let out to the respondent on a monthly rent. The petitioner con-  
tends that the respondent has defaulted in payment of rent and that the total  
arrears of rent due upto 31.03.2025 is amount to Rs.4,27,000/-. Accordingly  
the petitioner prays that the respondent be directed to pay the total amount of

Rs.4,27,000/- towards rent arrears.

3. The respondent entered appearance and filed a counter affidavit contending the agreed rate of rent is only ₹3,000/- per month and not ₹7,000/- as alleged by the petitioner. As per the rent agreement, this respondent is bound to pay rent at the rate of ₹3,000/- on the first day of every English calendar month. There are no arrears of rent as alleged by the petitioner. This respondent has never committed any default in the payment of rent and has duly paid rent at the rate of ₹3,000/- for all the months without any interruption. The petition is devoid of merit and is liable to be dismissed.

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 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 this case, the claim of the petitioner is that the petition schedule building bearing Municipal No.X/274C was rented out to the respondent on the basis of an oral rent agreement and that an amount of ₹4,27,000/- is due from the respondent as on 31.03.2025. According to the averments in the petition, rent is due from 01.03.2020 onwards, and thus the rent is stated to be in arrears for a period of 61 months, at the rate of ₹7,000/-

per month.

7. The respondent filed objections contending that there are no arrears of rent and that the agreed rate of rent between the parties is only ₹3,000/- per month and not ₹7,000/- as alleged by the petitioner. In order to substantiate his contention, the respondent produced a rent agreement dated 01.02.2016.

8. On a careful consideration of the pleadings and records, it is seen that as per the petition, the petition schedule building is numbered as X/274C of the Irinjalakuda Municipality. However, the rent agreement produced by the respondent shows the building number as 34/170. Thus, the building described in the petition and the building described in the rent agreement relied on by the respondent are not the same. In view of this material discrepancy in the identity of the building, the rent agreement produced by the respondent cannot be taken into consideration for determining the rate of rent in respect of the petition schedule building.

9. It is settled law that proceedings under Section 12 of the Act are summary in nature, and there is no scope for a detailed enquiry regarding disputed facts such as the actual rate of rent. The question of “admitted arrears” has to be gathered solely from the pleadings and materials available on record at this stage. It is trite law that proceedings under Section 12 can be invoked only when arrears of rent are admitted. In *Celin Sourunny v. Mary Paul Abrao*

[ILR 1979 (1) Ker 73], it was held that the basis for deciding what constitutes an admitted fact is the written statement or objection filed by the tenant to the eviction petition.

10. The present Rent Control Petition was filed on 11.04.2025. Though the respondent has denied the existence of arrears of rent, he has not produced any reliable material relating to the petition schedule building to substantiate his contention regarding the rate of rent or payment thereof. The rent agreement relied on by the respondent, for the reasons already stated, cannot be treated as a document pertaining to the petition schedule building.

11. In *Gopala Panicker Baiju v. Mallika* [2018 (5) KHC 95], the Hon'ble High Court held that a tenant cannot be allowed to wriggle out of the statutory liability under Section 12 of the Act by raising a bald denial, especially when no documents are produced evidencing payment of rent. It was further held that when the tenant fails to produce materials showing payment of rent, the Court is entitled to conclude that rent is in arrears for the purpose of Section 12 proceedings.

12. In the present case, the averments in the petition categorically state that the agreed rate of rent of the petition schedule building is ₹7,000/- per month and that rent is in arrears from 01.03.2020 onwards. No acceptable contrary material has been produced by the respondent in respect of the same

building. The respondent has also failed to produce any rent receipts or other documentary evidence to show payment of rent.

13. In the absence of any reliable material on record to support the respondent's version, this Court is of the considered view that the rent of the petition schedule building is in arrears from 01.03.2020 onwards at the rate of ₹7,000/- per month.

14. Therefore, in view of the foregoing discussion, this petition is liable to be allowed under Section 12 of the Kerala Buildings (Lease and Rent Control) Act.

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

- 1) Respondent is directed to pay Rs.5,04,000/- (Rupees five lakh and four thousand only) being the arrears of rent from 01.03.2020 to 01.02.2026 together with interest at rate of 6% due as of today, within 30 days from the date of order.
- 2) 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 – 16.03.2026.

(Dictated to the Confidential Assistant, typed by her, corrected by me and pronounced in Open Court on this the 10<sup>th</sup> day of February, 2026).

Sd/-  
**Abeena C. H**  
**Rent Controller**

**APPENDIX:-** Nil

Sd/-  
**Rent Controller**

**//True copy//**

**Rent Controller**

Copied by: rh

Com. by:

Order in IA 1/2025  
in RCP 11/2025  
Dated. 10.02.2026