

**IN THE COURT OF THE RENT CONTROLLER, IRINJALAKUDA**

**Present: Smt. Abeena C. H., Rent Controller**

**Thursday, 26<sup>th</sup> day of March 2026/5<sup>th</sup> Chaithra, 1948**

**IA 4/2025 in RCP 15/2015**

**Petitioners:-**

1. Santha, 72 years, W/o Uttoli Veetil late Bhuvanadas, Rappal Desom, Parappukkara Village, Mukundapuram Taluk.
2. Sangeeth, 42 years, S/o Uttoli Veetil late Bhuvanadas and 1<sup>st</sup> petitioner, Rappal Desom, Parappukkara Village, Mukundapuram Taluk.
3. Sandeep. 40 years, S/o Uttoli Veetil late Bhuvanadas and 1<sup>st</sup> petitioner, Rappal Desom, Parappukkara Village, Mukundapuram Taluk.

By Adv. K. V. Raghuthaman

**Respondent:-**

1. Preethi, 46 years, W/o Thayyil Veetil late Vinod, Anandapuram Village, Desom, Mukundapuram Taluk. Present address, Preethi, 46 years, W/o Thayyil Veetil late Vinod, Kundukadavu Desom, Chengaloor Village, Mukundapuram Taluk.
2. Sreyas, 18 years, S/o Thayyil Veetil late Vinod, Kundukadavu Desom, Chengaloor Village, Mukundapuram Taluk.
3. Thejas, (Minor) 16 years, S/o Thayyil Veetil late Vinod, Kundukadavu Desom, Chengaloor Village, Mukundapuram Taluk. Rep. by Mother and next friend Preethi, 46 years, W/o Thayyil Veetil late Vinod, Kundukadavu Desom, Chengaloor Village, Mukundapuram Taluk.

By Adv. M. P. Justeena

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

**ORDER**

1. Petition filed by the petitioners/landlords 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 petitioners are as follows:** RCP has been filed raising grounds under Sections 11 (2)(b), 11(3), 11(4)(v) and 11(8) of the Act. The 1<sup>st</sup> petitioner is the landlord of the petition-schedule property. The said property had been let out to the 1<sup>st</sup> respondent for the purpose of conducting a hotel business on a monthly rent of Rs.15,000/- pursuant to a rent agreement dated 01.08.2016, which was commenced on 01.07.2017 onwards. After the expiry of the rental agreement, the 1<sup>st</sup> respondent locked the premises and has not been conducting any business therein for the past one year. The petitioner requested the 1<sup>st</sup> respondent to vacate the petition-schedule property for the petitioner's own requirements. However, instead of vacating the premises, the 1<sup>st</sup> respondent demanded an exorbitant amount as a condition for handing over vacant possession. Subsequently, the 1<sup>st</sup> respondent instituted a false suit before the Munsiff Court as O.S. No.29/2025, seeking a decree of injunction

restraining the petitioners from forcefully evicting him from the petition-schedule property. The petitioners contend that the 1<sup>st</sup> respondent has defaulted in payment of rent of 51 months amounting to Rs.7,22,750/-, including interest. First respondent has defaulted payment of rent purposefully. Petitioners are entitled for a total sum of Rs.7,22,750/-. Hence this petition.

3. The respondents filed an objection stating that the petition is not maintainable in law and is liable to be dismissed. The respondents submit that though the petitioners have alleged that rent arrears amount to Rs.7,22,750/-, neither the petition nor the supporting affidavit discloses the specific period for which such arrears are claimed. The omission to furnish such particulars indicates that there were, in fact, no rent arrears outstanding. The respondents further deny the allegation of 51 months arrears and assert that they have paid rent up to December 2024. Thereafter, the petitioners refused to accept the rent tendered by the respondents. As per the rent agreement executed between the respondents and Mr. Bhuvanadas, the previous owner of the premises, the monthly rent was fixed at Rs.18,000/-. The respondents state that they had paid rent up to the year 2024, initially by making entries in the rent book until 2022, and

thereafter through Google Pay to the petitioners and therefore, the allegation of non-payment of rent is false and baseless. 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 petitioners 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 regarding the existence of a landlord-tenant relationship. The respondent admits that he is a tenant under the petitioner. The petitioner claims a total sum of Rs.7,22,750/- towards arrears of rent for 51 months. The admitted monthly rent was fixed at ₹18,000/-. According to the petitioner, rent is in arrears and the total amount due comes to the aforesaid sum. Per contra, the respondent has not admitted the entire rent arrears. However, the respondent admitted the execution of the rent deed as well as the agreed rate of rent.

7. The present Petition was filed on 24.06.2025. As per the rent arrears statement filed by the petitioner, the total amount allegedly due

from the respondent till March, 2026 is Rs.8,34,743/- including interest. The respondent has admitted the arrears of rent from December, 2024 onwards. Upon perusal of the bank account statement produced by the respondent, it is found that a sum of Rs.98,450/- alone was paid during the period from July 2022 to December 2024. On the other hand, as per the rent arrear statement produced by the petitioner, the total rent payable for a period of 50 months amounts to Rs.9,00,000/-. It is further observed that the total rent received from the respondent for the period from March 2021 to April 2025 is Rs.3,73,700/-. Thus the payments reflected in the bank statement produced by the respondent is seen deducted from the rent arrears. Consequently, the balance rent due comes to Rs.5,26,300/-. Further, the rent payable for the period from May 2025 to March 2026 amounts to Rs.1,98,000/-. Accordingly, the total arrears of rent recoverable from the respondent, inclusive of interest, is Rs.8,34,743/-.

8. 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.

- i The respondents are directed to pay Rs.8,34,743/-  
(Rupees eight lakh thirty four thousand seven hundred

and forty three only), being the arrears of rent, including interest within 30 days from the date of this order.

- ii. The respondents 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.
- iii. Petitioners are entitled to get the costs of the petition from the respondents.

For compliance - 05.06.2026.

(Dictated to the Confidential Assistant, typed by her, corrected by me and pronounced in Open Court on this the 26<sup>th</sup> day of March, 2026)

Sd/-

**Abeena C. H**  
**Rent Controller**

**APPENDIX:-** Nil

Sd/-

**Rent Controller**

**//True copy//**

**Rent Controller**

Order in IA 4/2025  
in RCP 15/2025  
Dated. 26.03.2026