

IN THE RENT CONTROL COURT OF CHAVAKKAD
PRESENT:- Dr. Aswathy Asok., Rent Control Court (Munsiff)
Thursday, the 26th day of March 2026/5th Chaithram, 1948 SE

R.C.P 25/2020

Petitioner:-

Mathilakathu Veetil Naseem, Aged 61 years, S/o. Kadar, Palayur Desom,
Guruvayur Amsom, Chavakkad Taluk, PIN 680 506.

(By Adv.C. Rajagopalan)

Respondent:-

Poonthayath Babu, Aged 50 years, S/o. Mamu, Palayur Desom,
Guruvayur Amsom, Chavakkad Taluk, PIN 680 506, Chavakkad.

(By Adv. T.S.Ajith)

This petition is coming on 16.03.2026 for hearing under Section 5 of Kerala Buildings (Lease and Rent Control) Act, the court passed the following:-

ORDER

This is a petition filed u/s 5 of the Kerala Buildings (Lease and Rent Control) Act, 1965.

2. The petition averments, in brief, are as follows:- The petition schedule room, which belongs to the petitioner, has been rented out to the respondent by the petitioner as per the rent agreement dated 11.11.2016 for a period of 11 months for a monthly rent of Rs.2,500/-. The respondent has been continuing in possession of the petition schedule room even after the expiry of the rent agreement and is conducting the business of a duplicate key and photostat shop. Much development has taken place in and around the place where the petition schedule building is situated. The locality in which the

petition schedule building is situated has, over the years, developed into a prominent commercial hub. Numerous business establishments have been established and continue to be established in and around the petition schedule building. In addition, several institutions such as hospitals, schools, clinics, educational institutions, banks, and other commercial and public establishments are functioning in close proximity thereto. Notably, establishments such as a TVS showroom, a gas agency, ATM counters, Hayath Hospital, the Chavakkad Court Complex, the PWD Office, and Rest House are situated nearby. Further, important public institutions, including the Chavakkad Private Bus Stand, Taluk Office, Sub Registrar Office, Police Station, and M.R. School, are also located in the vicinity. Further, with the substantial improvement in infrastructure and accessibility, the conveyance facilities to and from the petition schedule property have significantly improved, thereby enhancing its commercial importance. Consequently, the area has evolved into a well-developed commercial centre, resulting in a considerable increase in business activities. The business turnover derived from the petition schedule room has correspondingly increased manifold. There has been a substantial escalation in the value of land and buildings in the locality, coupled with a general decline in the value of money and a steep rise in the cost of living and essential commodities. The expenses towards periodical maintenance have also increased considerably. Furthermore, statutory levies such as building tax and land tax have been enhanced. The petition schedule room is equipped with essential and modern amenities, including toilet facilities,

parking space, water supply, waste disposal arrangements, and other modern facilities. Despite these developments and improvements, the rent presently being paid by the respondent is very meagre. Therefore, the petitioner is entitled to fixation of fair rent at the rate of Rs.16,000/- per month for the petition schedule room. The petitioner had issued a notice dated 29.01.2020 to the respondent. However, despite receipt of the said notice, the respondent has neither responded nor complied with the demand for enhancement. Hence, the petition.

3. The respondent entered appearance and filed counter statement with the following contentions:- The petition is not maintainable either in law or on fact and filed without bonafides. The respondent denied the entire contentions of the petitioner. The respondent admitted the landlord-tenant relationship between the parties as well as the entrustment of the petition schedule room. However, the rent has been periodically enhanced in terms of the stipulations contained in the rent agreement, and the same stood increased from an initial monthly rent of Rs. 500/- to Rs. 2,500/- with effect from the year 2016. The respondent specifically denied the alleged developments in and around the petition schedule building, as asserted by the petitioner. Only a few establishments, namely Hayath Hospital, a restaurant, and a medical shop, have commenced operations in the vicinity in recent times. The Court Complex and the bus stand are situated at a distance of approximately half a kilometre from the petition schedule building, and no substantial or significant commercial development has taken place in the immediate locality so as to warrant

any steep increase in rent. The respondent also disputes the petitioner's contention regarding the alleged increase in the cost of living, price of essential commodities, and statutory taxes to the extent claimed. The respondent's business has not witnessed any notable growth or improvement. The locality has not undergone any such transformation as would justify a revision of rent on the scale claimed by the petitioner. The rent presently being paid by the respondent is fair, reasonable, and commensurate with the prevailing market rate for similar premises in the locality. There exists no justifiable basis for the enhancement of the fair rent as claimed. The rooms with superior facilities, situated in "Thatha Buildings" opposite to the petition schedule building, are being let out for a monthly rent of only Rs.2,500/-. Similar rooms in the nearby locality do not fetch rent exceeding Rs.3,000/- per month. Even newly constructed rooms with comparatively modern amenities in the vicinity are stated to command rents only in the range of Rs.5,500/- to Rs.6,000/- per month. In such circumstances, the petition schedule room would not reasonably fetch a monthly rent exceeding Rs.3,500/-. The petitioner himself had leased out another room in the same building, with better facilities than the petition schedule room, to Vodafone & Idea Ministore on 17.02.2021, at a monthly rent of Rs.7,000/-. Therefore, the rate of rent claimed in the petition is exorbitant, excessive, and wholly disproportionate to the prevailing rental value in the locality. The petitioner has been working abroad and is financially well-off, and he has been adopting a practice of seeking eviction of tenants from the petition schedule building with a view to securing higher rents. In

this regard, the petitioner had issued a lawyer's notice dated 07.11.2019 to the respondent seeking eviction on the ground of bona fide requirement for own occupation, to which the respondent submitted a detailed reply on 15.11.2019 setting out the true facts and disputing the claim. The petitioner had earlier evicted another tenant, namely Shaji, from a room in the very same building, and the said premise was subsequently let out to one Youseph in May 2019. Further, the petitioner had let out another room in his possession on 17.02.2021 for a monthly rent of Rs.7,000/-. These instances clearly indicate that the rate of rent now claimed in the present petition is excessive and inflated. The present petition has been instituted with mala fide intention, with the sole object of evicting the respondent from the petition schedule room so as to re-let the same at a higher rent. The respondent is conducting a small business of making duplicate keys and running a photostat shop in the petition schedule room, and the income derived therefrom is the sole source of livelihood for the respondent and his family. In the above circumstances, the respondent would be put to serious hardship if the relief sought is granted. Hence, according to the respondent, the petition is liable to be dismissed with costs.

4. On the basis of the above rival contentions, the following points arise for consideration:-

1. Whether the petitioner is entitled to get the fair rent fixed as sought for?
2. Reliefs and costs?

5. On the side of the petitioner, PW1 was examined and Exts.A1 to A8, and Exts.C1 and C1(a) were marked. Ext.A8 marked subject to objection that it was produced belatedly. However, as it was confronted and admitted by RW1, it is admitted in evidence. On the side of the respondent, RW1 and RW2 were examined, and Exts.B1 to B3 were marked. Ext.B1 marked subject to proof as it is a photocopy. As the original document was not produced, it is not admitted in evidence. Ext.B2 marked subject to proof and objection that it was a photocopy, and the details of the building are not clear, and that the landlord was not examined. As the tenant was examined as RW2, and he admitted the same, it is admitted in evidence. Ext.B3 marked subject to objection that the person who issued the same was not examined. As the tenant was examined as RW2, and he admitted the same, it is admitted in evidence.

6. Heard both sides and perused the records.

7. **Point No.1:-** According to the petitioner, the petition schedule property was taken out for rent by the respondent from the petitioner as per Ext.A1 rent agreement dated 11.11.2016. It is to be noted that there is no dispute regarding the landlord-tenant relationship. The respondent has not denied the fact that the petitioner is his landlord. It is the specific case of the petitioner that the locality in which the petition schedule building is situated has, over the years, developed into a prominent commercial centre, with the establishment of several business concerns and public institutions in its vicinity, including hospitals, educational institutions, banks, and

government offices. Owing to improved infrastructure and enhanced accessibility, the commercial importance of the area has increased substantially, resulting in a corresponding rise in business activity. The petitioner further contended that there has been a significant escalation in land and building values, along with an increase in the cost of living, maintenance expenses, and statutory taxes. It is also stated that the petition schedule room is provided with essential and modern amenities. Despite these developments, the rent presently being paid by the respondent is stated to be meagre and disproportionate to the prevailing market rate. In such circumstances, the petitioner claims that he is entitled to fixation of fair rent at the rate of Rs.16,000/- per month for the petition schedule room. Per contra, the respondent contended that the rent has been periodically enhanced in accordance with the terms of the rent agreement, increasing from Rs.500/- to Rs.2,500/- per month by the year 2016. The respondent denied the alleged large-scale development in the locality and submitted that only minimal changes have occurred, which do not justify any substantial increase in rent. It is further contended that the cost of living, business prospects, and local conditions have not improved to the extent claimed by the petitioner. According to the respondent, the present rent is fair and in line with the prevailing market rates in the locality. It is pointed out that even rooms with better facilities in nearby buildings fetch rents ranging from Rs.2,500/- to Rs.6,000/- per month, and that the petition schedule room would not reasonably command more than Rs.3,500/- per month. The respondent also relies on the fact that the petitioner himself has let out a

superior room in the same building for Rs.7,000/- per month. On these grounds, it is contended that the rent claimed in the petition is excessive and disproportionate, and lacks any reasonable basis.

8. One of the specific contentions raised by the respondent is that the rent payable in respect of the petition schedule room has been periodically enhanced in accordance with the terms and conditions stipulated in the rent agreement, which provides for an increase at the rate of 15% at agreed intervals. It was submitted that, pursuant to such stipulation, the monthly rent, which was originally fixed at Rs.500/- at the time of entrustment in the year 1997, was successively enhanced and ultimately stood at Rs.2,500/- with effect from the year 2016. On the strength of the aforesaid arrangement and periodic enhancements, the respondent contended that the existing rent represents the mutually agreed rate between the parties, and therefore, the present petition seeking fixation of fair rent is not maintainable. However, relying on the dictum of the Hon'ble High Court of Kerala in **Rahul v. K. Sudheesh, 2023 (3) KHC 329**, the learned counsel for the petitioner argued that such a stipulation in the rent deed will not be a bar for filing the present petition. As rightly contended by the learned counsel for the petitioner, in **Rahul v. K. Sudheesh (supra)**, the Hon'ble High Court of Kerala held:

“An agreement between the landlord and tenant fixing the rent with periodical enhancement at a specified rate, will not preclude the landlord

from instituting a Rent Control Petition invoking S.5(1) of the Act, for fixation of fair rent.”

In view of the above dictum of the Hon’ble High Court of Kerala, the contention of the respondent is not sustainable and without merit.

9. Both parties rely on both oral and documentary evidence to substantiate their respective claims. Before considering the arguments of the parties, the dictum laid down by the Hon’ble High Court of Kerala in ***Edger Ferus v. Abraham Ittycheria, 2004 KHC 123***, is to be mentioned. Hon’ble High Court, in the decision supra, has discussed the parameters to be considered by the rent control court in fixing fair rent, which are as follows:

- i. Rent Control Court while fixing fair rent could take note of the inflation and resultant reduction in the purchasing power of money, variations in the cost of living index in the area since commencement of the lease, demand for accommodation and availability of the buildings in the locality.*
- ii. The cost of construction of the building including cost of labour and building materials, capital value of the entire premises in the enjoyment of the tenant inclusive of the value of the land under the actual enjoyment of the tenant whether immediately appurtenant to the building or otherwise, type of construction, locational importance, situations of the*

tenanted premises, ground floor, first floor etc. and other advantages and amenities, such as access to places of public importance like bus stand, railway station, educational institution, hospitals etc. would also be guiding factors.

iii. The Rent Control Court will also take into consideration the prevailing rent in the locality for the same and similar accommodation. The type of construction, the amenities, general or special provided in the building, the open land attached to the building, whether residential or non residential are also to be borne in mind.

iv. Annual rental value of the building at the time of filing the application for fair rent may also be taken as a guiding factor along with others.

v. Revision or fresh imposition of municipal taxes, cess, rate in respect of other increase in the charge of electricity or water consumption by the tenant and also by the landlord and increase on account of sufficient repairs would also be taken note of by the Rent Control Court.

Keeping in mind the principles laid down by the Hon'ble High Court, evidence adduced by both parties for substantiating their claims is discussed below.

10. At the first instance, it will be proper to put to rest the controversy regarding the area of the petition schedule room. It is to be noted that neither the

petitioner nor the respondent had stated the area of the petition schedule room in their pleadings. However, during the cross-examination of the respondent as RW1, he testified that the petition schedule room approximately has an area of 150 sq. ft, There is no cross-examination regarding the area of the petition schedule room during the cross-examination of the petitioner as PW1. Other than this, the area of the petition schedule room is not clear from the pleadings of the parties or from their oral testimony. In order to ascertain the correct extent of the petition schedule room, a local inspection was conducted through an Advocate Commissioner, and the Commission report and sketch have been marked as Ext.C1, C1(a), respectively. The petitioner has not filed any objection to the said Commission report. Although the respondent has filed an objection, it is significant to note that he has not disputed the measurements or the extent of the rooms as reported by the Commissioner. As per the Ext.C1 report, the area of the petition schedule room has been recorded as 16 feet in length and 10 feet in width. The corresponding total area of the room, thus, comes to 160 sq.ft. Since there are no specific objections or disputes raised regarding the measurements contained in Ext.C1, and the findings of the Advocate Commissioner appear to be accurate and reliable, the measurements reported therein can safely be accepted as correct. Accordingly, the extent of the petition schedule room as found by the Commissioner is accepted.

11. The next question that arises for consideration is whether the rent presently paid by the respondent for the petition schedule room is the fair rent or not.

According to the petitioner, the present rent being paid by the respondent for the petition schedule room is Rs.2,500/- per month. The respondent has not disputed the rate of rent in the counter statement. According to the petitioner, the respondent has taken out the petition schedule room for rent on 11.11.2016 for a monthly rent of Rs.2,500/-. However, the respondent contended that the initial entrustment was in 1997 for Rs.500/- per month, and as enhanced periodically, the rent presently being paid is Rs.2,500/- with effect from 2016. Thus, admittedly, the present rent being paid by the respondent is Rs.2,500/- from 2016. Thus, both parties have no case that the rent was enhanced after 2016. The specific contention of the respondent was that the rent presently being paid by the respondent is the fair rent of the petition schedule room. Hence, according to the respondent, the petitioner is not entitled to any further enhancement. The present petition is filed in the year 2020. It is to be noted that the respondent has in his counter statement itself that the petition schedule property would fetch, to the maximum of Rs. 3,500/- per month, when compared to the other similar nearby rooms. Further, RW2, who is stated to be the tenant of the room in the neighbouring building, the rate of rent for his room is Rs.3312/-. In such a situation, it can be said that the present rent being paid by the respondent for the petition schedule room is not the fair rent.

12. The case of the respondent is that the rate of rent presently being paid by him is the fair rent of the property. The prominence of the place has not increased after the enhancement. Not much development happened in and around the

petition schedule building. Therefore, the respondent denied the claim of the petitioner for the enhancement of the rent. The petitioner refutes all these allegations and contended that he is entitled to get Rs.16,000/- per month.

13. In order to appreciate the rival contentions, it will be proper to determine the question as to the prominence of the locality where the petition schedule property is situated. It has to be first examined whether the commercial importance of the locality has seen any reduction in the recent years. The only evidence which is available on record apart from the testimonies of the witnesses examined on both sides is the report submitted by the advocate Commissioner and marked as Ext C1. In Ext.C1, the Advocate Commissioner has reported that the petition schedule property is facing the Muthuvattor-Chavakkad Road, and it is situated approximately 700 metres away from the Chavakkad Centre, 750 metres from the Chavakkad Court, 1 km from the Chavakkad Hospital, 450 meters from the Chavakkad Police Station, and 800 meters from Taluk Office. Further, Hayath Hospital, Venus's Arcade, Care Medicals, and Yamaha Showroom were also seen 150 metres from the petition schedule building, and Anu Ga Agency and Prathinja Driving School exist 800 metres away from the petition schedule room, and M.R.Raman Memorial School was found within 300 meters from the petition schedule building. Further, T.T. Devassy Jewellery, Beauty Silks, K.K.Mall, Josco Jewellery, Taj Opticals, Lees Vegas, Battery Zone, New Furniture Palace and John's Honda Showroom exist within a radius of 500 metres. Though the respondent had filed objections to the Commission report, no

steps were taken by the respondent to substantiate those contentions with evidence. The oral testimonies adduced on either side with respect to the nature of development and business activity in the locality vary substantially. Both versions appear to be partisan in nature and, therefore, no significant weight can be attached to such evidence. A careful reading of the description furnished by the Advocate Commissioner in Ext.C1 makes it clear that the area in which the petition schedule building is situated continues to retain its commercial prominence. However, it remains unclear whether these institutions and establishments came into existence prior to or after 2016. During the cross-examination of the respondent as RW1, he testified that no new building has come into existence after 2016. Though RW1 testified that Venus Arcade and TVS showroom came into existence within five years. However, in the absence of cogent evidence in this regard, the mere existence of such institutions cannot, by itself, form a sufficient basis for determining the locality as commercially prominent for the purpose of fixing a fair or enhanced rate of rent.

14. Now, I would examine the state of affairs pertaining to the petition schedule room. There is nothing in Ext.C1 report to indicate the present physical condition or state of repair of the petition schedule room. During the cross-examination, PW1 testified that he does maintenance work in the petition schedule room every year. However, no evidence was adduced by the petitioner to prove the same. During the cross-examination, RW1 testified that he had filed a complaint before the Municipality against the non-maintenance of the petition schedule room by

the petitioner. However, the respondent had not produced any documents to prove the same. It is to be noted that it is the burden of the petitioner to prove his case. But no documentary evidence was produced by the petitioner to substantiate such claims. In the absence of any supporting documents, the contentions of the petitioner regarding maintenance and upkeep cannot be accepted. As regards the facilities available to the petition schedule property, in Ext.C1, it was reported that there is parking facility for the room. Further, during the cross-examination, RW1 testified that there is a water connection to the petition schedule building. Other than this, no evidence is forthcoming to show the state of affairs of the petition schedule room.

15. The petitioner has not adduced any evidence to prove that the petition schedule building is a new state of art building or an architectural wonder to fetch the best rent prevailing in the locality. Therefore, it would not command rent equivalent to that of a newly constructed building offering modern amenities and conveniences. In order to appreciate the question of fixation of fair rent, it will therefore be appropriate to consider the rent prevailing in the shop rooms of the same building. As per Ext. C1 report, the petition schedule building is a two-storied structure, and the petition schedule room is situated on the ground floor. Though the Commissioner has identified and referred to the individual rooms in the building, the report does not specify the total number of rooms therein. Further, the Commissioner has not furnished details regarding the area of each room or the nature of amenities and facilities available in the respective portions of the building. During the course of

cross-examination, RW1 deposed that there are nine rooms in the petition schedule building, out of which all, except one, are presently occupied by tenants. However, RW1 also stated that he is not aware of the exact rate of rent being paid in respect of the said rooms. In the absence of specific and reliable evidence regarding the extent, nature, and rental value of the other rooms in the building, the materials on record remain insufficient for drawing a precise comparison for the purpose of fixation of fair rent.

16. As per the testimony of RW1, it has come out in evidence that Ibrahimkutty, Jamsheer, and Aboobakker are tenants occupying other rooms in the petition schedule building. Though a suggestion was put to RW1 by the learned counsel for the petitioner that the rent in respect of one such room is Rs.9,600/- per month, RW1 did not accept the said suggestion. It is trite that the burden lies upon the petitioner to establish the prevailing rate of rent by adducing cogent evidence. In order to substantiate the rate of rent prevailing in respect of other rooms in the very same building, the petitioner has produced Exts. A4 and A5, the rent deeds executed in favour of Jamsheer and Aboobakker, respectively. It is to be noted that, although the learned counsel for the respondent sought to challenge the genuineness of Exts.A4 and A5, RW1, in his cross-examination, categorically stated that he has no knowledge regarding the said documents and had not authorised his counsel to dispute their authenticity. It is further significant that the respondent himself has admitted that Jamsheer and Aboobakker are tenants in the petition schedule building.

In such circumstances, a mere bald contention that Exts. A4 and A5 are fabricated, without any supporting evidence, cannot be accepted so as to discredit the said documents. A perusal of Ext. A4, which is of the year 2023, would indicate that the monthly rent for the room covered therein is Rs.13,000/-. Similarly, Ext. A5, which is of the year 2018, reflects that a total rent of Rs.40,000/- was agreed upon for five rooms, and a rent of Rs.8,000/- per room. However, it is pertinent to note that neither the pleadings nor the commissioner's report disclose the extent, nature, or specific amenities of the said rooms. Though RW1 was subjected to cross-examination with regard to the extent of the aforesaid rooms, the petitioner has not adduced any independent evidence to establish that the rooms let out to Jamsheer and Aboobakker are identical or comparable to the petition schedule room in terms of area, location, or facilities. It is true that RW1, during cross-examination, stated that the petition schedule room and the room occupied by Jamsheer appear to be of similar extent. Nevertheless, there is no material on record to show that both rooms are comparable in respect of amenities and other relevant factors. In the absence of such evidence, the rate of rent prevailing in respect of the room let out to Jamsheer cannot be solely relied upon for determining the fair rent of the petition schedule room. However, the same can certainly be taken into consideration as one of the relevant factors while arriving at a reasonable fixation of fair rent.

17. In order to substantiate his contention regarding the prevailing rate of rent in the locality and to establish the rental value of comparable premises in the

vicinity of the petition schedule building, the respondent examined RW2. In his chief examination, RW2 testified that his building is situated in the immediate neighbourhood of the petition schedule building and that he is in occupation of a room therein. He further testified that the monthly rent presently payable for his room is Rs.3,312/-. During cross-examination, RW2 stated that the maintenance of the building is undertaken by the owner and that the building is without any leakage. He further testified that the building is of concrete construction with truss work, and that it is provided with parking facilities and a common bathroom. However, he stated that there is no independent water facility available in the building. RW2 also testified that the area of his room is approximately 160 square feet. It is pertinent to note that the petitioner has no specific case that RW2 is not occupying a room in the neighbourhood of the petition schedule building. The only contention raised by the petitioner is that the rent deed relied upon by RW2 is fabricated. However, nothing substantial has been elicited in the cross-examination of RW2 so as to discredit his testimony or to cast doubt on the veracity of his evidence. In such circumstances, the testimony of RW2 can be accepted to the extent that similar rooms in the nearby locality are fetching a monthly rent of approximately Rs.3,312/-, which constitutes a relevant factor for consideration in the fixation of fair rent.

18. Other than the above evidence, no documentary proof was produced to substantiate the petitioner's claim that he is entitled to a fair rent of Rs.16,000/- per month, as alleged. It is also relevant to note that, although the respondent contested

the entitlement of the petitioner to an enhanced rent, the respondent's continued occupation of the petition schedule rooms indicates that the rooms are necessary and suitable for the respondent's business. Therefore, there can be no doubt that the petition schedule rooms are essential for the respondent's commercial use.

19. It is common knowledge that inflation has been a continuing phenomenon. There has not been any respite as far as inflation is concerned. For the past so many years, construction activities have become costlier on a regular basis. The parties do not deny there is considerable variation in the cost of living index. The labour cost, the cost of building materials and the capital value of the building in and around the petition schedule have also seen an increase. The real estate value also witnessed a considerable increase. It is also relevant here to note that the respondent has no intention to quit the place. If there had been no development in that area since the entrustment, the respondent would not have kept the said building in his possession to date. This fact also fortifies the contention of the petitioner that the commercial importance of the locality has not dwindled in the recent past or be in the immediate future. If so, the rent has to be revised.

20. From the foregoing discussion and the evidence on record, it emerges that the rent for a room in the same building has been shown to be Rs.8,000/- per month in 2023, while the rent for the room in a neighbouring building has been shown to be Rs.3,312/- per month in 2018. However, it is pertinent to note that there is no clear or reliable evidence before this Court regarding the exact extent, nature,

amenities, and facilities of the said rooms so as to enable a precise comparison with the petition schedule room, though certain aspects of the area have been vaguely indicated through oral testimony. Further, the petitioner has failed to establish that proper and regular maintenance has been carried out in respect of the petition schedule room, and has also not adduced sufficient evidence regarding the structural condition and quality of the premises. These deficiencies in evidence operate against the petitioner's claim for fixation of fair rent at the rate of Rs.16,000/- per month. In the above circumstances, and upon an overall consideration of the pleadings, oral and documentary evidence, and the surrounding factors relevant for fixation of fair rent, I am of the view that a reasonable and just rent for the petition schedule room can be fixed at Rs.4,500/- per month. Accordingly, the fair rent is fixed at Rs.4,500/- per month with effect from the date of the petition, i.e., 07.03.2020.

21. It has been held by the Division Bench of the Hon'ble High Court in ***Sreekumaran Nair v. Ponnuswami Chettiyar, 2010(3) KLT 444***, that the authorities under the Rent Control Act have the power not only to fix fair rent but also to allow reasonable modifications to the rate so fixed at reasonable intervals by the order fixing fair rent. In a later decision in ***Kadar Pillai K. S. v. M/s. Goven Travels, Ekm ILR 2014 (4) Ker. 826***, it was held that the rent control courts cannot routinely allow modifications to rates so fixed. It has been held that cause of action to fix fair rent is a recurring cause of action. There may be circumstances which may warrant reduction of the fair rent. In the present case, it is to be noted that the petitioner failed to show

the commercial importance of the place where the petition schedule room is situated, and also the state of the building. However, the reason that service tax has been introduced, that there is steady increase in the cost of living, essential commodities, maintenance, repair etc., and also for the reason that the inflation is on a continuous upward movement, that the cost of construction and value of land have gone overboard and that there is enhancement in building and land taxes, a provision for enhancement in rent at the rate of 10% every three years is also deemed necessary to meet the ends of justice. Hence, point No.1 is answered in favour of the petitioner to the extent above.

22. Point No.2:- In view of my finding in the above point, the rent for the petition schedule room is fixed at Rs.4,500/- per month with effect from 07.03.2020, with an option for enhancement of rent at 10% every three years. The petitioner shall also be entitled to the costs of the petition. The point is answered accordingly.

In the result, the petition is partly allowed as follows:-

1. The petition is allowed under Section 5 (1) of the Kerala Buildings (Lease and Rent Control) Act, fixing the rent for the petition schedule room at Rs.4,500/- per month from the date of the petition, i.e., 07.03.2020.

2. The petitioner shall also be entitled to the enhancement of the rent at 10% every three years, and such enhancement shall be with effect from 07.03.2023.

3. The petitioner shall also be entitled to the costs of the petition.

(Dictated via Adalat AI, corrected and pronounced by me in Open Court on this the 26th day of March, 2026.)

Sd/-
Dr. Aswathy Asok
Rent Control Court
Munsiff, Chavakkad

A P P E N D I X:

Petitioner's Witness:-

PW1	24/05/2025	
	28/06/2025	M. V. Naseem

Petitioner's Exhibits:-

A1	11/11/2016	Original Rent Karar
A2	29/01/2020	Copy of Lawyer Notice
A2(a)	31/01/2020	Postal Receipt
A3	03/02/2020	Acknowledgment Card
A4	08/06/2023	Original Rent Karar
A5	01/11/2018	Original Rent Karar
A6	27/02/2017	Original Property Tax Receipt

- A7 Original Property Tax Receipt of Room No. 15/111 in the year 2020.
- A8 Building Tax Receipt of Room No. 15/111 Dated 08/07/2025 for the financial year from 2023-2024 to 2025-2026.

Respondent's Witness:-

- RW1 05/07/2025,08/07/2025 Babu
09/07/2025
- RW2 10/11/2025 P. S. Simon

Respondent's Exhibits:-

- B1 01/04/1997 Copy of Rent Karar
- B2 01/06/2010 Copy of Rent Karar
- B3 01/06/2025 Original Rent Receipt

Court Exhibits:-

- C1 C1(a) 05/12/2023 Commission Report and Sketch submitted by Adv. Sruthi Chandran

Other Witnesses & Exhibits:- NIL

Id/-
Rent Control Court
Munsiff, Chavakkad

///True Copy///

Rent Control Court
Munsiff, Chavakkad

copied by :kvp
Compared by:cg

