

IN THE COURT OF THE RENT CONTROLLER, KODUNGALLUR.

Present:- Smt.Karthika.K., Rent Controller.

Tuesday, the 31st day of March, 2026/ 10th Chaithram, 1948.

R.C.P.26/2023

Petitioner:-

Bijoy, Aged 47 years, S/o.Cherkkarathandayan Satheesh
Chandrabose, Vadanappilly Amsom Desom, Chavakkad
Taluk Rep by Power of Attorney Holder Satheesh
Chandrabose, Aged 76 years, S/o.Cherkkarathandayan
Narayanan, Vadanappilly Amsom Desom, Chavakkad Taluk.

By Adv.T.K.Prabhakaran

Respondent:

Rathi Hareeshkumar, W/o.Poovathumkadavil
Hareeshkumar, Engandiyoor Amsom Desom,
Chavakkad Taluk.

By Adv.P.V.Shine

This petition having come up for final hearing before me on 19.03.2026 in the presence of the counsel for both sides and having stood over for consideration to this day the court on 31.03.2026 delivered the following:-

ORDER

This is a petition filed under Section 11 (2)(b) & Section V of Kerala Buildings (Lease and Rent Control) Act 1965.

2. **The petition averments in brief is as follows:-** The petition schedule properties has been purchased by the petitioner as per document No.817/2019 of Vadanappilly SRO. The petition schedule building was originally belonged to one Moosa, S/o.Valiyapurakkal Mayan, who is the predecessor in interest of the petitioner. The respondent took the petition schedule building from

the predecessor in interest of the petitioner for a period of 11 months with a monthly rent @ Rs.2,200. Thereafter the respondent has entered into a lease agreement with the petitioner's predecessor on 15.07.2019. Even after the completion of the rent agreement period the respondent is still in possession of the petition schedule building. After 26.07.2019, the respondent stopped paying rent to the petitioner without any valid reason. Therefore, the petitioner is entitled to get the respondent evicted from the petition schedule building. The petition schedule building is situated near the Chavakkad-Kodungallur road at Vadanapally-Thrithala Center near the National Highway. The said building is situated in the commercially important area near the Vadanapilly-Thrithallur bus stop. The value of the property of the petition schedule building and the land in which it is situated is increased considerably. The inflation rate is high and the price of necessary items also increased. The cost of repair and maintenance of the building is also increased. The user, convenience and income of the respondent has increased 10 times. There occurred a considerable development around the petition schedule building. The other building in the locality is receiving rent @ Rs. 60 per square feet. Therefore, the fair rent of the petition schedule building has to be fixed as Rs. 60 per square feet from 01.09.2020. The respondent received the lawyer notice issued by the petitioner on 17.08.2020 and sent a reply notice stating baseless allegations. All the averments in

the reply notice has been denied by the petitioner. It is not true that the rent send as money order has not been received by the respondent. It is not correct that the petitioner's building is situated 50 meters away from the Vadanapilly Thruthallur Center. The contention of the respondent that the monthly rent is Rs. 2,200 is much higher than the rent of other buildings in the locality is also not correct. The contention that they paid Rs. 2,50,000 to Moosa Haji as a deposit for receiving the petition schedule building is also not correct. Since the respondent defaulted payment of rent arrears, there may be an order directing the respondent to vacate the petition schedule building and fix the fair rent of the petition schedule building as Rs.60 per square feet from 01.09.2020 onwards and to increase the monthly rent by 10% upon the completion of every year. Hence the petition.

3. **The respondent filed objection is as follows:-** The respondent denied the entire averments of the petitioner. The respondent is not aware that the petitioner is entitled for the petition schedule building. It is not true that the petitioner has purchased the petition schedule building vide sale deed No. 817/2019 of Vadanappilly SRO. The respondent never met the petitioner or never had any communication with the petitioner. The respondent also denied that she defaulted the payment of rent from 26.07.2019 onwards. The petitioner's father Satheesh Chandra Bose came to the

petition schedule building and informed that he purchased the petition schedule building and he is not ready to accept the rent amount stated in the rent agreement and if the respondent refused to pay the rent amount demanded by him, he threatened to take the respondent to the court. After receipt of notice, the respondent issued rent as money order in the name of the petitioner on 22.08.2020, 20.10.2020 and 27.01.2021. But the petitioner returned the above money orders. The petitioner also did not explain what is the commercial importance of the building, where in the petition schedule building is situated. The respondent gave Rs. 2,50,000 to Muhammed Haji, who is the previous landlord of the respondent and the respondent is entitled to get back the said amount. Other than a primary health center, high school, UP school ,Siva temple etc. are situated 500 meters away from the petition schedule building. There are no banks near to the petition schedule building. No bus stop is situated near the petition schedule building. No commercial buildings are there near the petition schedule building. It is not possible to come Thrithallur bus stop. Therefore, the commercially importance of Thrithallur is decreased. No development occurred near the petition schedule building in the last 5 years. The petition schedule building is 30 years old and is not situated in a commercially important area. There is no parking space to the petition schedule building. The petitioner defaulted in conducting the periodical maintenance of the

building and the toilet is partially broken and polluted. None of the buildings in the locality is receiving rent of Rs. 60 per square feet. All the averments in the petition are false and hence the petition cannot be allowed.

4. The power of attorney holder of the petitioner was examined as PW1. Ext. A1 to A7 documents were marked from the side of the petitioner. The commissioner was examined as CW1 and CW1 and Exts. C1 & C1(a) were marked through the commissioner. The respondent was examined as RW1 and Ext.B1 to B8 series were marked from the side of the respondent.

5. Heard both sides.

6. **Points to be considered:-**

1. Is the petitioner entitled to get eviction of the petition schedule room under Section 11 (2)(b) of the Kerala Buildings (Lease and Rent Control) Act 1965?
2. Is the petitioner entitled to get the fair rent fixed u/s V of the Kerala Buildings (Lease and Rent Control) Act 1965 as alleged in the petition?
3. Reliefs and costs.

7. **Point No. 1 & 2:-** The petitioner filed proof affidavit in tune with the averments in the petition. Ext. A1 is the rent agreement

dated 05.07.2019 executed between Moosa, S/o.Valiyapurakkal Mayan, Peringottukara and the respondent,Rathi Harishkumar. From Ext. A1, it is evident that the respondent took the petition schedule building bearing number V/504 of Vadanapilly grama panchayath on lease from the said Moosa for a monthly rent of Rs.2,200 for conducting a hardware shop for a period 11 months from 15.07.2019. From Exhibit A1, it is evident that the period of lease agreement was completed on 15.06.2020. Exhibit A2 is the lawyer notice issued by the petitioner to the respondent dated 07.08.2020. In Exhibit A2 lawyer notice, the petitioner informed the respondent that he had purchased the building including the petition schedule room vide Sale Deed No.817/2019 of Vadanapally SRO from Moosa, son of Alapurakkal Mayan. It is also alleged in Ext.A2 that after the purchase of petitioner's building from 26.07.2020 onwards, the respondent did not pay any rent to the petitioner. The petitioner also mentioned the rate of rent decided as per Exhibit A1 agreement and he also informed the respondent that since the living expenses and other expenses including the maintenance and periodical repair of the building is increased, the commercial importance of the petitioner's building is increased and the rent in the adjacent properties are increased he is entitled to get a hike in rent and he called upon the respondent to pay the rent @ Rs. 60 per square feet to the petition schedule room. It is also informed that since the rent agreement

came to an end on 15.06.2020 the respondent is liable to vacate the petition schedule room.

8. Ext. A3 is the reply notice issued by the respondent to the petitioner. The respondent denied the entire allegations in Exhibit A2 notice and pleaded ignorance regarding the sale of the petition schedule building and the charge of ownership and title of the petition schedule building. Ext.A4 is the sale deed dated 26.7.2019 executed by Moosa,S/o Valiyapurayil Mayin who had assigned room Nos.V/503,V/504 and V/507 in the ground floor and room No. V/508 in the first floor including the Varandha and the toilet of the two storied building constructed in survey 73/1B of Vadanappilly Grama Panchayat along with 5/6 undivided interest in the land to petitioner, Bijoy. Ext.A5 is the power of attorney executed by the petitioner, Bijoy in the name of his father Satheesh Chandra Bose on 26.7.2019. Ext.A6 is the rent agreement dated 28.7.2025 seen to have entered between the petitioner as first party and one Dipu.V.A as the second party with respect to room No.V/503 C in the petition schedule building situated in survey 73/1B. As per Ext.A6 agreement the petitioner rented out one of the rooms assigned to him vide Ext.A4 sale deed to the said Deepu for a monthly rent of Rs.12,000/-. It is evident that the extent of the room is 200 square feet. Ext.A7 is another rent agreement executed between petitioner, Bijoy and one Chakrapani on 28.7.2025 wherein he rent out room No.5/508B in

Vadanappilly village survey 73/1B to the said Chakrapani for conducting Clinical Laboratory for a monthly rent Rs.19,845/-. The extent of the shop room is not mentioned in the document.

9. The counsel for the respondent submitted that the date of purchase of stamp paper in Ext.A7 document is shown as 29.7.2025 whereas the rent agreement is seen to have executed on 28.7.2025. The date in which the possession was said to have transferred to the said Chakrapani written as 1.11.2025 ie 3 1/2 months after the execution of Ext.A7 document. All the entries in the Ext.A6 agreement are contradictory,hence the Ext.A7 cannot be considered as a genuine document. I find that the argument taken by the counsel for respondent is sustainable. No satisfactory explanation is provided by the petitioner with respect to the contradictions seen in Ext.A7 document. More over this is a document created after the institution of RCP in the year 2023. Therefore Ext.A7 cannot be considered as duly proved before this court.

10. But there is no contradiction in Ext.A6 document. It is seen to have executed on 28.7.2025. But it is a notable fact that the petitioner did not take any steps to examine any of these persons before the court. The respondent vehemently opposed the contents of the documents. The witness in Ext.A6 document is also examined before this court. Therefore Ext.A7 cannot be considered as duly proved as per Section 3 of the Indian Evidence Act.

11. The main prayer in the petition is for the enhancement of rent. The petitioner seeks enhancement of rent @ Rs.60/- per square feet. Even though the petitioner has taken out a commission the petitioner never made a query to commissioner to visit the adjacent shop rooms and verify the existing rent of the shop rooms as per the agreements executed with respect to those shop rooms. If the commissioner had visited the adjacent shop rooms and reported the rent being paid by the parties of the adjacent rooms it might be an advantage to the petitioner. But the petitioner did not take any such steps. The respondent also did not take any steps to take out a commission to prove that the rent she presently paying is a normal rent b in the locality.

12. The respondent was examined as DW1. DW1 produced Exts. B1 to B8. Ext.B1 is the rent receipt issued from the previous landlord of the respondent on 10.6.2019. It is seen that the rent of the petition schedule room paid by the respondent is Rs.2,200/-. Ext.B2 is the rent receipt dated 10.7.2019 which shows that the respondent paid Rs.2,200/- as rent. Ext.B3 is the rent receipt dated 10.8.2019 which shows that the respondent paid monthly rent @ Rs.2,200/- to the previous landlord, Moosa. Ext. B4 is a money order receipt obtained by the respondent from the post office showing that Rs.2,200 has been sent to petitioner, Bijoy on 22.8.2020. Ext.B5 is another receipt dated 20.10.2020 which shows that the respondent

sent money order of Rs.2,200/- to the petitioner, Bijoy. Ext. B6 is another receipt showing that respondent sent Rs.2,200/- as money order to petitioner. Ext.B7 is another money order receipt dated 29.1.2019. Exts. B8 series only shows that the addressee left without instruction. But it is not evident from Exts. B8 and B8(b) that who sent the money order and to whom. Ext.B9 is photo graph, the photographs are marked subject to proof. But since the respondent did not produce any bill, CD or pen drive before this court. The person who took the photos are not examined. These photographs are not taken in the presence of the commissioner nor did these photographs are confronted with the commissioner to prove its contents. Therefore these photographs cannot be considered as proved before this court. Exts. B1, B2 and B3 shows that the respondent paid Rs.2,200/- to the previous landlord as rent. Exts. B5, B6 and B7 shows that the monthly rent was send as money order to the petitioner. There was a prayer for eviction u/s 11 (2) (b). But after filing the petition the respondent has paid the rent up to 1.1.2026. After that no rent is paid by the respondent.

13. The commissioner deposed that the petition schedule building has an extent of 800 square feet. In Ext.A1 agreement there is no stipulation with respect to the rate of enhancement of rent. There is no case either for the petitioner or for the respondent that after 15.6.2020 the petitioner and the respondent has entered into a

rent agreement. 7 years lapsed after the execution of Ext.A1 agreement till date. Normally 5% to 10% increase in the rent per year will be stipulated in most of the rent agreements. Even if it is not stipulated as 5% increase per year a reasonable and normal hike in rent considering the inflation rate occurs in the society has to be awarded to the petitioner. It is also to be taken into consideration that the petition schedule room is situated near the National Highway at Thrithallur center. Therefore I am satisfied that at least Rs.20/- per square feet will be a reasonable rate of rent payable to the petitioner. Therefore I am satisfied that Rs.16,000/- per month will be a reasonable fair rent to be paid by the respondent to the petitioner. The respondent shall pay the fair rent from the date of institution of the petition.

14. Another relief sought comes u/s 11 (2)(b) of the Kerala Buildings (Lease and Rent Control) Act. The petitioner has cleared the rent up to the month of January 2026 as per the proceedings of this court. Neither the petitioner nor the respondent submitted before the court that any rent has been paid by the petitioner after January 2026. Therefore the petitioner is liable to pay the rent amount to the petitioner from 2026 January onwards. Since the respondent omitted to pay the rent the petitioner is entitled to get an order u/s 11 (2)(b) of the Kerala Buildings (Lease and Rent Control) Act. The period of

rent agreement between the respondent and the previous landlord ended on 15.6.2020. Since the petitioner has purchased the property the respondent is liable to pay the enhanced rent @ Rs.16,000/- per month from the date of this petition onwards.

15. **Point No.4.**

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

a) The fair rent of the petition schedule room is fixed as Rs.16,000/- per month. The respondent shall pay the enhanced rent of Rs.16,000/- per month from 29.10.2021 onwards and shall continue to pay the rent.

b) The respondent shall give vacant possession of the petition schedule room to the petitioner u/s 11 (2)(b) of the Kerala Building (Lease and Rent Control) Act 1965 within two months from the date of judgment.

c) The respondent shall pay entire costs of petition to the petitioners.

(Dictated to the Confdl.Asst., transcribed by her, corrected by me and pronounced in open court on this the 31st day of March,2026)

Sd/-
KARTHIKA.K.,
RENT CONTROLLER.

APPENDIXPetitioners' Exhibits:

A1	-	05.07.2019-	Rent Agreement
A2	-	17.08.2020-	Copy of Lawyer Notice
A3	-	04.09.2020-	Reply Notice
A4	-	26.07.2019-	Sale Deed No.817/2019 of Vadanappilly S.R.O.
A5	-	26.07.2019-	Power of Attorney
A6	-	28.07.2025-	Rent Agreement
A7	-	28.07.2025-	Rent Agreement

Respondents' Exhibits:

B1	-	10.06.2019-	Rent Receipt
B2	-	10.07.2019-	Rent Receipt
B3	-	10.08.2019-	Rent Receipt
B4	-	22.08.2020-	Money Order Receipt
B5	-	20.10.2020-	Money Order Receipt
B6	-	27.01.2021-	Money Order Receipt
B7	-	29.01.2021-	Money Order Receipt
B8series-	-		Electronic Money Receipt

Court Exhibits :

C1	-	08.07.2024-	Commission Report
C1(a)-		08.07.2024-	Rough Plan

Petitioners' Witness:

PW1	-	07.02.2026-	Satheesh Chandrabose
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Court Witness:

CW1	-	11.02.2026-	Adv.Gilsha.N.B.
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Respondents' Witness:

RW1	-	10.03.2026-	Rathi Hareeshkumar
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Compared by:

/True Copy/

Id/-
RENT CONTROLLER.