

IN THE COURT OF THE MUNSIFF, CHALAKUDY

Present : Parvathy Vijayan, Munsiff, Chalakudy.

Tuesday, the 31st day of March, 2026/10th Chaithra, 1947**I.A.1/2026 in RCP 3/2026****Petitioner :-**

Joby, S/o Thulaparamban Pailykutty,
Potta Village, Chalakudy Taluk rep.by Shony,
S/o Thulaparamban Pailykutty,
Potta Desom & Village, Chalakudy Taluk.
By Adv. Lijan Panjikkaran

Respondent:-

Mejatt, S/o Thrikookaran Varghese,
Pariyaram Desom & Village, Chalakudy Taluk.
Buisness firm Adreess – M Square Engineering
Chalakudy Municipality Room. No. XV/13 Anamala Road,
Maria Soil Koodapuzha, Chalakudy P.O - 680307
By Adv. T.G.Ullaskumar

This petition is come up before me hearing on this day, the court passed the following :-

ORDER

Petition filed under Section 12(1)(2)(3) of the Kerala Building (Lease & Rent) Control Act.

2. Petition averments in brief are as follows: The petitioner purchased the petition schedule property consisting of the shop room bearing no.XV/13 of Chalakudy Municipality and the three adjacent shop rooms and the 6 cents of property wherein the same situates as per sale deed no.830/2025 on 02.04.2025 from one Benny, son of Mecheri George and the petitioner is in absolute title and possession of the properties. The respondent had entered into a rent karar dated 10.08.2022 with Benny, the predecessor of the petitioner and as per that karar the respondent had taken on rent the petition schedule shop room at the rate of Rs.10,000/- per month for a period of 11 months. It was also stipulated that if the tenant continued in the petition schedule shop room even after the period of tenancy, the petitioner is entitled to enhancement of Rs.500/- and the rent is fixed as Rs.10,500/-. When the respondent was

continuing the tenancy as aforesaid, the petitioner purchased the petition schedule shop room and the adjacent three rooms and the 6 cents of properties wherein the shop rooms situate as per sale deed no.830/2025 of the Sub Registry Office, Chalakudy on 02.04.2025. The petitioner had informed the respondent about the purchase of the petition schedule shop rooms from the said Benny on the date of purchase itself. It was also informed that the rent is to be paid to the brother of the petitioner, Shony, son of Thulaparamban Pailikutty as the petitioner was abroad and had given the account number of said Shony to the respondent. But the respondent had not paid the rent from 02.04.2025 and the rent is in arrears. An amount of Rs.94,500/- and interest is in arrears towards the rent till 02.01.2026. The petitioner had sent a notice dated 06.01.2026 and the respondent had received the notice on 07.01.2026. The respondent had not paid the rent from the date of purchase of the petition schedule property by the petitioner till date and his attempt is to continue in the petition schedule properties. The rent of the month of January 2026 is in arrears. Hence prays for depositing the rent from January 2026 onwards in court and if the respondent fails to do so to get an order for vacating the respondent from the petition schedule properties. Otherwise the petitioners will be put to irreparable loss and injury. Hence this petition.

3. The respondent filed counter. The contentions are as follows: The petition is filed by Shoni, for the petition Jobi. Shobi has no connection with the petition and he was not entrusted by the petitioner for filing the suit. The averment that petitioner purchased the petition schedule property consisting of the shop room bearing no.XV/13 of Chalakudy Municipality and three adjacent shop rooms and the 6 cents of property wherein the same situate as per sale deed no.830/2025 on 02.04.2025 from one Benny, son of Mecheri George and the petitioner is in absolute title and possession of the properties is false. The respondent is the tenant of the petition schedule shop room and he

had entered into a rent karar wit Benny and had been paying the rent regularly. As per the rent deed it was stipulated to enhance the rent @ Rs.500/- per month and was enhanced to Rs.10,500/- and is paying to Benny regularly. The respondent has no knowledge regarding the fact that the petitioner had purchased the petition schedule shop room three adjacent shop rooms and the 6 cents of property wherein the same situates as per sale deed no.830/2025 on 02.04.2025 from one Benny. The said Benny and the petitioner had no informed the respondent about the same. The respondent had paid the rent to said Benny at last. The averment that the rent is in arrears from 02.04.2025 till date is false. The averment that the petitioner is entitled to Rs.94,5000/- and interest towards rent is false. There is no karar between the petitioner and the respondent. The averment that the petitioner had sent lawyer's notice dated 06.01.2026 in the house address of the respondent and also in the address of the respondent's institution and was received by the respondent etc. are false. The averment that the respondent had not paid the rent arrears is also false. The averment that after purchase of the petition schedule shop room by the petitioner on 02.04.2025, the respondent had issued cheque towards the rent of April 2025 and the same was returned dishonoured as there was no funds etc. are false. The respondent had never issued cheque to the petitioner. The petition schedule room is not that of the petitioner. There is no rent arrears to be paid to the petitioner. The petitioner has no right to demand arrears of rent from the respondent from January, 2026 onwards deposited before court as there was no rent karar with the petitioner. Hence prays for dismissal of the petition.

4. Heard both sides. Perused the records.

5. Exts.A1 to A7 marked from the side of the petitioner. No documents marked from the side of the respondent.

6. The only point that arise for consideration is whether the petition can be allowed or not?

7. The Point : The learned counsel of the petitioner had submitted that petitioner had bought 6 cents of property along with 3 rented rooms as per Sale Deed No. 8135. The respondent is the tenant of the predecessor of the petitioner. There is a rent deed with the predecessor of the petitioner and the respondent dated 10.08.2022 and had agreed to pay ₹ 10,000 per month as rent. The agreed agreement was that after the time in the agreement ₹ 500 would be enhanced and thus the rent would be of ₹ 10,500 as rent to be paid by the respondent. As the respondent was continuing to pay rent of ₹ 10,500 per month, petitioner had bought the property on 02.04.2025. The learned counsel of the petitioner has submitted that respondent has knowledge about the sale of the property to the petitioner. Later counsel of the petitioner had submitted that the account number of the petitioner was given to the respondent to pay the rent. But till now the respondent had not paid the rent from 02.04.2025. The rent is fixed as Rs.94500/- per month. The rent is in arrears and had sent notice to respondent for that the amount arrears of rent is not paid. The respondent has no right to contest the suit without the payment of arrears of rent . Hence this petition is filed for rent arrears with interest as per the karar. Otherwise to strike off the defence of respondent and to continue further proceedings .The learned counsel of petitioner had relied on decision of Hon'ble Supreme Court in *Hajee K Assainar and Co v. Chacko Joseph* ,1984 KHC 57 where Hon'ble High Court held that the transferee of a landlord's right is entitled to collect rent as of right and is considered as landlord under the inclusive definition ,even if the tenant has not attorned in favour of the transferee.

8. The learned counsel of respondent had submitted that the averment that petitioner had bought the petition schedule property is not correct. There is no rent deed or any relationship with the petitioner. The learned counsel of the petitioner has admitted that respondent is in possession of the petition schedule property as tenant. The

Learned counsel of the respondent had submitted that respondent had paid ₹ 10,500 monthly rent to the said family. The Learned counsel of the respondent had submitted that the respondent is not aware that petitioner's properties were sold to the petitioner. The rent was paid to the said Benny .

9. Admittedly respondent is the tenant of the predecessor of the petitioner. Exhibit A1 is the sale deed which shows that the petitioner's property is sold to the petitioner. Exhibit A2 is the rent deed which shows that tenant is having agreement with the predecessor of the petitioner. Eventhough the respondent had submitted that he had paid rent to the predecessor of the petitioner, there is no receipt or any evidence produced to prove the same. The Hon'ble High Court of Kerala in *Sadique vs. Mohammed Umair and others* 2017 (3) KHC 1003 held that Section 12 has got two limbs dealing with two situations; namely pre-litigation phase and post litigation phase regarding payment of rent. As far as the first limb, the pre-litigation phase is concerned the liability cast on the tenant is to deposit the admitted arrears of rent, but in the second limb there cannot be any admitted arrears of rent except the rate of monthly rent payable, as the liability cast on the tenant is to pay and continues to pay the monthly rent which became due after the petition. Here the respondent impliedly admitted that he didn't pay the rent after the sale. So, he is liable to pay the rent from January 2026 till the date of the RCP and after that. However, the rate of rent is not seen mentioned by the respondent. Whether there is any enhancement in every three years is a matter to be considered in trial. So, petition can be allowed at the rate of Rs.10,500 per month from January 2026 and also to deposit the rent from January 2026 till the disposal of the RCP at the rate of Rs10500/- per month. Hence the point is found in favour of the petitioner.

In the result, the petition is allowed as follows:

1. Respondent is directed to deposit the monthly rent at the rate of Rs.10,500/- within four weeks from the date of this order.

2. The respondent shall deposit the rent from January 2026 till the disposal of the RCP at the rate of Rs.10500/- Only per month within 2 weeks from the date it becomes due.

(Pronounced in open court, this the 31st day of March, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX

Plaintiffs Exhibits:-

- A1 - Their deed No.830/25 of SRO Chalakudy
- A2 - Copy of Rent Karar
- A3 - Copy of Notice
- A4 - Postal Receipt
- A5 - Acknowledgment Card
- A6 - Return Notice
- A7 - Cash Cheque No.000157

Munsiff