

IN THE COURT OF THE RENT CONTROL, SULTHANBATHERY

Present: Smt.Gale Joy Chettupuzha, Munsiff-Magistrate

Wednesday, the 11th day of March, 2026
 20th day of Phalguna – 1947

INTERLOCUTORY APPLICATION No.3/2025
RENT CONTROL PETITION No.4/2024

Kakkodan Suharabee, Aged 70 years,
 D/o.Kakkodan Mammu Haji, Marva,
 Panicker Road, Nadakkavu P.O., Nagaram
 amsom desom, Kozhikode Taluk and District,
 PIN – 673 011.

V/s.

Laila Poullose, Aged 64 years, W/o.P.V.Poullose,
 Puthethu House, Kolagappara P.O.,
 Ambalavayal amsom desom, Sulthanbathery
 Taluk, PIN – 673 591.

Petitioner

Respondent

This Interlocutory application is coming on this day for hearing before me in the presence of Sri.S.Sreekumar, Advocate for the petitioner and Sri.K.U.Baby, Advocate for the respondent and on the same day the court passed the following.

ORDER

This is a petition filed under Section 12(1) of the Kerala Buildings (Lease and Rent Control) Act, 1965, seeking a direction to the respondent-tenant to deposit the admitted arrears of rent in respect of the petition schedule room and to continue to deposit the future rent during the pendency of the Rent Control Petition.

2. **The averments in the petition, in brief, are as follows:** The petitioner is the landlord of the petition schedule room. The respondent took the said room on lease for business purposes on 22.02.2020 on the basis of a lease agreement executed between the parties. The monthly rent was fixed at ₹12,500/-. It was further agreed that if the tenancy

continued beyond the stipulated period of three months, the rent would be enhanced by 5% annually on the prevailing rent. According to the petitioner, the respondent committed default in payment of rent from 01.03.2020 onwards. As the respondent continued in occupation without payment of rent, the petitioner issued a registered lawyer notice dated 30.06.2023 demanding arrears of rent and surrender of vacant possession. Though the respondent sent a reply notice raising certain contentions, the factum of arrears of rent was not specifically denied. It is further stated that in the counter statement filed in the main Rent Control Petition, the respondent has admitted the execution of the lease agreement, the landlord–tenant relationship, and the rate of rent.

3. The petitioner contends that rent is in arrears from 01.03.2020 to 31.10.2025, amounting to 67 months, and that the arrears, calculated at ₹12,500/- per month, come to ₹8,37,000/-. It is further contended that the respondent continues to conduct business in the petition schedule room without paying rent and is bound to deposit the arrears as well as future rent in terms of Section 12 of the Act.

4. Notice of this petition was duly served on the respondent. However, the respondent has not filed any counter statement opposing the petition.

5. Heard the learned counsel for the petitioner and perused the records.

6. Section 12(1) of the Kerala Buildings (Lease and Rent Control) Act, 1965 mandates that no tenant against whom an application for eviction has been made shall be entitled to contest the petition unless he deposits all arrears of rent admitted by him to be due and continues to deposit the rent which subsequently becomes due during the pendency of the proceedings. The provision is intended to ensure that a tenant, who continues in occupation during the pendency of the proceedings, does not unjustly withhold rent payable to the landlord.

7. In the present case, the landlord–tenant relationship and the rate of rent are not in dispute. The petitioner has specifically pleaded arrears of rent from 01.03.2020 onwards. Despite

service of notice, the respondent has not chosen to file any counter statement in this petition disputing the arrears or producing any material to show that rent has been paid. In such circumstances, the averments of the petitioner regarding arrears remain uncontroverted.

8. Having regard to the above, this Court is satisfied that the petitioner is entitled to an order under Section 12(1) of the Act directing the respondent to deposit the arrears of rent and to continue to deposit the future rent during the pendency of the proceedings.

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

- 1. The respondent is directed to deposit a sum of ₹8,37,000/- (Rupees Eight Lakhs Thirty-Seven Thousand only), being the arrears of rent for the period from 01.03.2020 to 31.10.2025, before this Court within a period of six weeks from the date of this order.**
- 2. The respondent shall also continue to deposit the monthly rent of ₹12,500/- within two weeks from the date on which it becomes due.**
- 3. In default of compliance within the time stipulated, all further proceedings in the R.C.P. shall stand stopped, and the petitioner shall be entitled to seek appropriate orders under Section 12(3) of the Kerala Buildings (Lease and Rent Control) Act, 1965.**

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court this the 11th day of March, 2026)

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Appendix:- Nil.

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Typed by : Girija T N
Compared by : Subha V K