



IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE A.MUHAMED MUSTAQUE

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THE HONOURABLE MR.JUSTICE P. KRISHNA KUMAR

MONDAY, THE 24<sup>TH</sup> DAY OF MARCH 2025 / 3RD CHAITHRA, 1947

RCREV. NO. 215 OF 2024

AGAINST THE ORDER DATED 27.03.2021 IN RCP NO.148 OF 2015  
OF PRINCIPAL MUNSIFF COURT,THRISSUR ARISING OUT OF THE JUDGMENT  
DATED 04.07.2024 IN RCA NO.26 OF 2021 OF DISTRICT COURT &  
SESSIONS COURT,THRISSUR

REVISION PETITIONER/APPELLANT/RESPONDENT:

P.J. FRANCIS  
AGED 73 YEARS  
S/O LATE JOHN, UNITY PAPER, AYYANTHOLE  
LANE M.O. ROAD, THRISSUR TALUK THRISSUR,  
PIN - 680001

BY ADVS.  
GIRIJA K GOPAL  
K.N.VIGY  
PARVATHY.V

RESPONDENT/RESPONDENT/PETITIONER:

C.D. JOSE  
AGED 73 YEARS  
S/O DEVASSY, CHIRAMMAL (H) AYYANTHOLE VILLAGE &  
DESOM THRISSUR TALUK, THRISSUR, PIN - 680003

ADV.SRI.PEEYUS A.KOTTAM

THIS RENT CONTROL REVISION HAVING COME UP FOR HEARING ON  
07.03.2025, THE COURT ON 24.03.2025 PASSED THE FOLLOWING:



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**ORDER****P. Krishna Kumar, J.**

The tenant in the Rent Control Petition is the present revision petitioner. The petition filed by the landlord for fixation of fair rent as per Section 5 of the Kerala Buildings (Lease and Rent Control) Act, 1965 ('the Rent Control Act', for short) was allowed by the Rent Control Court and the rent is fixed as Rs.30,000/- per month. In the appeal preferred by the tenant, the Rent Control Appellate Authority confirmed the order by holding that the rent fixed is reasonable. The said order is under challenge in this revision petition.

2. The tenant has been running a wholesale and retail business of selling paper bags, paper cups and other similar goods in the petition-scheduled building. The rental arrangement was originally made between the



father and brother of the petitioner and the predecessor-in-interest of the respondent, and the tenancy was later continued by the petitioner. The agreed rent for the building was Rs.3,000/- per month. According to the respondent, the building measures 1200 Sq.feet. The landlord contended that the tenanted premises is in the middle of a commercially important area in the Thrissur town and the said building is surrounded by prominent commercial and other institutions. Accordingly, the respondent approached the Rent Control Court claiming fair rent at the rate of Rs.50/- per Sq.feet i.e. Rs.60,000/- per month.

3. The petitioner defended the claim by contending that he has been paying monthly rent of Rs.3,300/- and the building, which has no parking facility, is situated by the side of a very narrow road having only a width of 12 feet. The consumers of the tenant find it difficult to access the scheduled room through such a narrow road, especially since a toddy



shop and a Beverage store - both attracting heavy foot traffic - operate nearby and thus it would be iniquitous to enhance the rent, it is urged.

4. After considering Ext.C1, the commission report, along with the testimonies of the petitioner (PW2), the Thrissur Warehouse Manager of the Beverages Corporation (PW1) and the tenant (RW1), the Rent Control Court concluded that Rs.30,000/- would be the fair rent for the said building. The Commissioner assessed the area of the building as 1100 Sq.feet. After appreciating the entire evidence, the Rent Control Appellate Authority found that the petition-scheduled building lies in an important locality within Thrissur Corporation limits and hence the fair rent fixed by the Rent Control Court is justifiable. The Appellate Authority further noted that the present rent was fixed way back in 2004.

5. We heard Smt.Girija K.Gopal, the learned counsel appearing for the petitioner and Sri.Peeyus



A.Kottam, the learned counsel appearing for the respondent.

6. Smt.Girija K.Gopal, the learned counsel appearing for the petitioner, guided us extensively through the commission report for justifying her contention that fixation of fair rent, at ten times of the agreed rent, is illegal and it flies in the face of all settled principles. According to her, the tenanted building, as noticed by the Commissioner, lies by the side of a narrow internal road, and it is old and damaged. The learned counsel further contended that all the commercial and other institutions noted by the Commissioner are situated by the side of major roads.

7. Sri.Peeyus A.Kottam, the learned counsel appearing for the respondent, on the other hand, submitted that the monthly rent being paid for the outlet of Beverages Corporation, which lies adjacent to the tenanted building is Rs.54,000/-. The learned counsel persuasively argued that the area of the said



outlet is only 825 Sq.feet and thus, the rent fixed is only fair and reasonable. The learned counsel also led us through the relevant portion of the oral evidence as well as the report of the Commissioner.

8. Ordinarily, this Court will not interfere with the concurrent finding of facts, unless there are manifest and glaring irregularities. In **Mohammad Ahmad & Another v. Atma Ram Chauhan & Others** (AIR 2011 SC 1940), the Honourable Supreme Court has laid down certain guidelines for fixing fair rent. One of such guidelines is that the enhancement of the rent must be based on the terms of the agreement or at least by 10%, after every three years. No doubt, the Apex Court further held that the court can, if necessary, deviate from the said guideline and fix the rent based on the actual market rate. In any case, we find that increasing the rent from Rs.3000/- per month to Rs.30,000/- per month would impose undue hardship to the tenant. The age and the present condition of the



building, lack of sufficient facility for parking, congestion in the public passage facing the shop and other circumstances revealed from the Commission report compel us to conclude that fixation of fair rent at Rs.30,000/- per month is arbitrary and unreasonable. We deem it appropriate to limit it to Rs.20,000/-.

9. This Court in **Thomas M. Joshua v. Church of South India Trust Association** (2019 (3)KHC 316), following the dictum in **Kadar Pillai K. S. v. M/s. Goven Travels** (2014 (4) KLT 593), held that if the Rent Control Court determines the fair rent, on the basis of the material evidence, which would show the prevailing rent of similar buildings, at the time of passing of the order, the fair rent must be fixed *from the date of the order* and not from the date of institution of the rent control petition. If the determination of fair rent is on the basis of the material, which would show the prevailing rent at the time of institution of the rent control petition, the fair rent is liable to be



fixed from the date of institution of the rent control petition.

10. In this case, the rent fixed is from the date of filing of the petition before the Rent Control Court. However, we find no supporting material on record to justify the decision. Hence, the impugned orders are liable to be interfered with, to the above extent as well.

11. As four years have elapsed after passing the said order, the arrears of rent have already become a huge sum. An appeal preferred under the Rent Control Act is expected to be disposed of within four months, but it was not done in this matter. As held by this court in **Irvin John Jayarajan and Others v. Madhavi alias Narayani Amma** (2022 (7) KHC 1), as per the scheme of the Rent Control Act, the timelines prescribed in Section 24 of the Rent Control Act must apply equally to appeals and revisions as well. However, in practice, such proceedings frequently experience significant





delays, extending over several years due to procedural inefficiencies and judicial backlog. As a consequence of these shortcomings, by the time when the order of fair rent is finally upheld by the higher court, the tenant is suddenly burdened with a substantial amount in arrears, which may have accrued over several years. The obligation to pay such a large sum in one go places the tenant in a financially precarious situation, defeating the very objective of the Rent Control Act. One of the prominent purposes of the Rent Control Act is to protect tenants from exploitation and ensure fairness in landlord-tenant disputes.

12. It is evident that imposing such a lump-sum liability causes undue hardship and injustice to the tenant. It disregards the financial stability of the tenants and may force them into distress, eviction, or further rounds of litigation over their inability to make immediate payment. This unintended consequence of judicial delay undermines the spirit of the Rent



Control Act, which aims to balance the rights of both landlords and tenants fairly. It is thus necessary to ensure that procedural delays do not result in injustice. A fair and pragmatic approach must be adopted to prevent tenants from being unfairly burdened due to circumstances beyond their control. To mitigate such hardship, it is imperative that the courts should adopt an equitable approach. One possible solution is to allow tenants to discharge the arrears in reasonable installments rather than a lump-sum, together with interest. Fixing fair rent on tentative basis at the commencing stage of the litigation, in appropriate cases where there are sufficient materials *prima facie* justifying such an intermediary action, is a better alternative, but it must be based on unimpeachable parameters like inflation and consequential reduction of the purchasing power of money or on the basis of the covenant for periodic enhancement in the rent deed itself. Additionally, there should be a strict



adherence to the statutory timeline for fair rent proceedings to prevent such prejudicial delays.

In the result, the revision petition is allowed. The impugned orders are modified and the fair rent for the petition-scheduled building is fixed as Rs.20,000/- per month. The petitioner is liable to pay the same from 27.03.2021, i.e., the date of the order of the Rent Control Court. The tenant is permitted to pay the entire arrears, as of today, in twelve equal monthly installments, together with interest at the rate of 6% per annum.

Sd/-

**A.MUHAMED MUSTAQUE**  
**JUDGE**

Sd/-

**P. KRISHNA KUMAR**  
**JUDGE**

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