

(2016) 06 KL CK 0075
In the High Court Of Kerala
Case No : R.C.R. No. 165 of 2014

Raghavakurup

APPELLANT

Vs

Kakkarammal Ratnakumari Amma

RESPONDENT

Date of Decision : 22-06-2016

Acts Referred:

Kerala Buildings (Lease and Rent Control) Act, 1965 — Section 11(8)

Citation : (2016) AIRCC 2856 : (2016) 3 KHC 858 : (2016) 3 KLT 469 : (2016) 2 RCRRent 335

Hon'ble Judges : K. Surendra Mohan and Mary Joseph, JJ.

Bench : Division Bench

Advocate : P.R. Sreejith and M. Promodh Kumar, Advocates, for the Petitioner;
K.P. Sudheer and Y. Jafar Khan, Advocates, for the Respondent

Final Decision : Disposed Off

Judgement

Mary Joseph, J.—The concurrent findings of the authorities below that the landlord in RCP No. 3 of 2010 is entitled for an order of eviction of the tenant from the tenanted premises under sub-section (8) of Section 11 of the Kerala Buildings (Lease and Rent Control) Act, 1965 (hereinafter referred to as "the Act", for short) is under challenge before us in revision by the tenant on the ground that the authorities below have erred legally as well as factually in arriving at the same.

2. RCP No. 3 of 2010 was filed by the respondent/landlord seeking eviction against the petitioner/tenant on the ground of additional accommodation under sub-section (8) of Section 11 of the Act. The parties to the revision will be referred to hereinafter as the landlord and the tenant in accordance with their original status in the RCP.

3. The claim of the landlord was that the space in shop room No. PP1/690 wherein his business in utensils is being run is insufficient and in order to expand the same, the vacant surrender of the petition schedule room bearing No.

PP1/689-A which was taken on rent by the respondent and wherein a studio is being run by him is needed. The specific contention of the tenant in the RCP was that the petition schedule room together, with two other adjacent rooms were taken by him on rent from one A.G. Kunhikrishnan Nair and the present landlord has stepped into his shoes on purchasing the same from him. It is also contended that the tenancy created with the original landlord being of a permanent nature, the latter landlord will only be entitled to receive the monthly rent originally fixed as Rs. 25/-. The further contentions raised were that the petition schedule room having been converted into a dark room after modification and electrification by spending Rs. 50,000/- has become an integral part of his business of running a studio, that the income therefrom is his main source of income, that other rooms are not available in the locality answering the suitability and sufficiency of the requirement of his business, and that the comparative hardships that would be caused to him on an order of eviction being passed in favour of the landlord would outweigh the advantages of the landlord. Both parties adduced evidence to support their rival contentions. The landlord had let in oral evidence as PW 1 and adduced documentary evidence as Exts. A1 to A20. The tenant's evidence is confined to his oral testimony and Exts. B1 series and B2. Exts. C1 to C4 were also marked as Court Exhibits.

4. After appreciating the evidence on record and after hearing the respective counsel in detail on their rival contentions the Rent Control Court, Perambra has passed an order of eviction under sub-section (8) of Section 11 of the Act on 19/09/2012 directing the tenant to put the landlord in possession of the petition schedule room. The aggrieved tenant brought the matter in challenge before the Rent Control Appellate Authority, Kozhikode. The Appellate Authority after hearing the respective parties took a view concurring with that of the Rent Control Court and passed a judgment on 26/02/2014, confirming thereby the order of eviction. Being aggrieved, the tenant has approached us in this revision.

5. The specific grounds based on which interference is sought by the tenant are reproduced hereunder for easy reference:

(a) The claim of the landlord under sub-section (8) of Section 11 was not bona fide.

(b) the respondent has suppressed the availability of an adjoining suitable vacant room in order to sustain her false claim of need for additional accommodation against the revision petitioner.

(c) The Courts below overlooked that the petition schedule shop room which is in upstairs is so small and not fit for use as godown for aluminium articles, new, used and scrap.

(d) The revision petitioner's plea on comparative hardship was also overlooked.

(e) The commissioner's report that the tenant is doing the video editing activities in the petition schedule room has been overlooked.

(f) The Rent Control Court failed to properly evaluate the evidence on record including the commissioner's reports and plans.

6. Projecting the aforesaid grounds, Sri. P.R. Sreejith, the learned counsel for the revision petitioner urged us to set aside the concurrent findings of the authorities below i.e., the judgment dated 26/02/2014 in RCA No. 154 of 2012 of Rent Control Appellate Authority, Kozhikode and the order dated 19/09/2012 in RCP No. 3 of 2010 of Rent Control Court, Perambra.

7. Sri. P.R. Sreejith, the learned counsel for the revision petitioner/tenant has advanced an argument that Exts. C1 and C2, the plan and the Commission report marked in evidence before the Rent Control Court, Perambra disclose the availability of a second room downstairs on the western side, leading from the first room, which was used and could be used as godown and that the room, the vacant surrender of which is demanded, if allowed would create an artificial congestion and scarcity of space. According to him, the room adjoining is bigger than the room claimed by the landlord to suit his need of additional accommodation and it had an entry from outside. The Commissioner had also reported yet another room belonging to the respondent on the opposite side of the road. It is contended by the learned counsel that the availability of the other rooms is suppressed by the landlord to sustain her frivolous claim of vacant surrender of the petition scheduled shop room on the ground of additional accommodation. It is the argument of the learned counsel for the tenant that the landlord could very well be satisfied of his need for additional space by occupying the vacant rooms available in his possession and his adamant stand that the petition schedule room alone would satisfy his need, tend only to view the claim for eviction with suspicion. Another argument has also been raised by the revision petitioner to the effect that the staircase leading to the revision petitioner's studio being very narrow and situate in a congested enclosure, is insufficient to accommodate two persons at a time and that by itself strikes at the root of the bona fides of the need put forth by the landlord.

8. In this connection it is pertinent have a look at the various decisions on the point, laid down by this Court as well as by the Apex Court. In *John v. Manual*, 2004 (3) KLT 318, a Division Bench took the view that "under sub-section (8) of Section 11, it is not necessary that the room should be adjacent, but the test is whether tenanted building forms part of the same building though separated by a few shop rooms". It is further held: "If all the rooms including the rooms occupied by the tenant and the landlord formed part of a single building though separated by two or three rooms would not loose its oneness and therefore sub-section (8) of Section 11 could be attracted. Under sub-section (8) of Section 11 the nature of additional requirement should have some nexus with the existing need".

9. It has been held by the Apex Court in *S.R. Babu v. T.K. Vasudevan*, (2001) 8 SCC 110 : 2001 (3) KLT 468 that the tenant has no say in matters wherein a claim is raised by the landlord for additional accommodation. Therefore, it is for

the landlord to decide which part of the building in his occupation, suits his purpose. Or in other words, it is for him to say which portion of the building in his possession would be comfortable and convenient for expansion of his business. Therefore, it is for the landlord to decide the room which could satisfy his requirement contextually.

10. Sri. P.R. Sreejith, made strenuous efforts to convince us of an important aspect which was omitted to be taken note of by the authorities below while passing the orders of eviction concurrently. Admittedly of the parties, the shop room situated in the downstairs bearing No. PP1/690 together with the stairs was purchased by the landlord as per deed bearing No. 1236/98 which is marked before the Rent Controller in evidence as Ext. A1. As per the averments of the landlord in the RCP, the shop room situated in the downstairs bearing No. PP1/690 and the stairs was purchased by her in the year 1989 and ever since then the business in utensils under the name and style "Alankar Traders" has been conducted therein. It is also her averment that the shop room being a small one, is insufficient for the smooth running of the business and therefore, the need for vacant surrender of the petition schedule room arose and was projected. With specific reference to the documents marked during trial before the Rent Controller, the attention of this Court is drawn by the learned counsel to the fact that the landlord failed to establish his occupation of the room bearing No. PP1/690 while approaching the Rent Controller with the claim for eviction of the petition schedule room on the ground of additional accommodation under sub-section (8) of Section 11 of the Act. As disclosed from the number of the RCP, it was filed in the year 2010. According to him, a landlord who is seeking the remedy of eviction of the tenant from the tenanted premises on the ground of additional accommodation needs to establish his occupancy of the room as on date of raising of the claim either for residential or non-residential purpose. According to the counsel, it is fundamental for the landlord to establish his claim under sub-section (8) of Section 11 of the Act and a landlord would not be entitled to the relief on failure to substantiate the same. Per contra, it is emphatically argued by Sri. K.P. Sudheer on the strength of Ext. X1 that its contents would indicate that the landlord had purchased room No. PP1/690 as early as in the year 1989 and ever since then it was in his possession and that would suffice to support his requirement under sub-section (8) of Section 11 of the Act.

11. Before we examine the rival contentions, we may extract sub-section (8) of Section 11 of the Act for easy reference:

"11(8). A landlord who is occupying only a part of a building, may apply to the Rent Control Court for an order directing any tenant occupying the whole or any portion of the remaining part of the building to put the landlord in possession thereof, if he requires additional accommodation for his personal use."

12. The invocation of the remedy contemplated under sub-section (8) of Section 11 of the Act by the landlord presupposes satisfaction of the ingredients as

follows:

- (i) Landlord should share in occupation of his building with a tenant.
- (ii) Landlord should be in requirement of additional accommodation for his occupation there.
- (iii) Landlord should have a bona fide claim.
- (iv) Landlord should satisfy the Court the hardships that may be caused to the tenant by getting the premises in eviction will not outweigh the advantages to him.

13. Therefore, when the landlord and the tenant who are in occupation of separate portions of a larger building and the landlord finds the space in his occupation as insufficient for the smooth functioning of the business run by him and on establishing that his purpose could be meted out only on getting the vacant surrender of the space in occupation of the tenant, the Rent Control Court would be justified in granting an order of eviction of the tenant under sub-section (8) of Section 11 of the Act. The Act carves out an exception in sub-section (10) of Section 11 and disentitles a landlord from obtaining the remedy if he fails to establish his bona fides before the Court. Under sub-section (10) of Section 11, it is mandatory for the Rent Control Court to be satisfied of the bona fides in the claim made by the landlord under sub-section (8) of Section 11 and if the Court is not satisfied of the bona fides, the Statute directs the Court to reject the application. For the purpose, the Court is authorised by law to make a comparative study of the hardships and advantages caused to the parties to the litigation and to weigh the same accurately to see which party is at a greater disadvantage on an order of eviction being passed or who is at more advantageous position on an order of eviction being rejected. The comparative study has to be made by the Court on the basis of materials available before it. Therefore, ultimate responsibility would be that of the master of the litigation i.e., to make it more clear, the landlord, to adduce evidence indicative of his advantages and the tenant to be specific of his disadvantages. On such evidence being brought in, it is the duty of the Court to analyse the same to see whether hardships to the tenant would outweigh the advantages that would be ensued to the landlord on an order of eviction being passed in the latter's favour.

14. In *Jose v. Antony*, 2005 (1) KLT 252 a Division Bench of this Court held:

"the burden is on the tenant to establish the hardship that may be caused to him if he is evicted from the tenanted premises. Landlord has to discharge his burden to show the advantage that he would derive if he gets the premises vacated."

15. The Court has considered elaborately in the said case, what are the advantages to which the landlord would be a beneficiary and the hardships to which the tenant would be put to on an order of eviction being issued on the ground of additional accommodation under sub-section (8) of Section 11 of the Act in the manner herein below mentioned:

"Advantage versus hardship. The advantage that the landlord would derive if the tenant is evicted under Section 11(8) of the Act is that he would get additional space so that he could expand his existing business. He could do more volume of business and gain more profit and also be able to compete with others in the same line of business. Definitely if the landlord expands his business his volume of business may increase, so also his profit, a definite advantage to the landlord. Even if the landlord has got other buildings elsewhere that would not satisfy his need for additional accommodation and such a plea may be available to a tenant under the first proviso to Section 11(3) but not under 11(8). By shifting the business elsewhere the landlord would not gain any advantage but may adversely affect his existing business. These are the advantages derived by the landlord in case he gets additional accommodation.

6. Now let us see what would be the hardship that may be caused to the tenant if he is evicted from the existing premises. Tenant will have to find out another accommodation if he is evicted from the premises. Non-availability of building in the locality would affect the tenant especially in a case where the main source of livelihood is the income derived from the business conducted in the tenanted premises. But once availability of building in the locality is established the plea that the main source of livelihood of the tenant is the income derived from the business conducted in the tenanted premises as a defence is not available, though such a plea can be successfully raised by the tenant under the second proviso to Section 11(3) in a petition filed under Section 11(3) of the Act. Rent Control Court has opined that even if the tenant gets alternate accommodation he will have to spend huge amount for shifting the business and that there is no guarantee that the business in the new premises would run smoothly. Reasoning of the Rent Control Court in our view is unsound. It is entirely the look out of the tenant to successfully conduct his business in the new premises. Naturally shifting of the business would cause inconvenience to the tenant and such inconvenience cannot be termed as "hardship" under the first proviso to Section 11(10) of the Act.

7. The Rent Control Court also took the view that the tenant is depending on the income derived from the business conducted in the tenanted premises. Such a plea is not available to the tenant under the first proviso to Section 11(10) of the Act but only under the second proviso to Section 11(3)."

16. After having dealt with the various advantages and hardships, the Division Bench held in Jose's case (supra)

"The Rent Control Court has to balance both and determine whether the hardship which may be caused to the tenant would outweigh the advantage derived by the landlord. When the Court finds that the hardship that may be caused to the tenant falls short of the advantage derived by the landlord, the Court has to lean in favour of the landlord, so also if the hardship and the advantage balance or neutralise or counter poise still the Court will lean in favour of the landlord. On the other hand if the Court finds that the hardship that would be caused to the

tenant will outweigh, offset or overbalance, the advantage derived by the landlord the balance will tilt in favour of the tenant and the claim for eviction has to be rejected."

17. The respective counsel have advanced rival arguments on the basis of the second ingredient, i.e.,

"Landlord should be in requirement of additional accommodation for his occupation there."

18. It is high time for this Court in view of the conflicting arguments to see what actually is contemplated by the provision.

19. The meaning of the word "occupation" is fundamental here and a search is made by us to have an idea of it's meaning as contained in different Dictionaries. In Oxford Advanced learners' Dictionary, the word "occupation" has the same meaning as profession. When used as a noun it means "the action, state or period of occupying or being occupied". When used in synonymous contexts, it means "the action of living in or using a building or other place". When used as adjective, it means "for the sole use of the occupiers of the land concerned".

20. In U.S. English, the word "occupation" in usage as noun means "a job or profession". Synonymous meaning in various contexts is provided therein as "a way of spending time".

21. Therefore, the irrefutable conclusion that could be drawn from the usage of the word "occupation" in different contexts is not mere possession, but something more than that. Therefore, possession coupled with something more is occupation. A man must be in possession of a thing without it being used for any purpose. The word "occupation" in the context of the Act definitely be annexed with building. Therefore, occupation with reference to a building must be either using it for residential purpose or carrying on any trade or business therein. Only in such an eventuality, the need for additional accommodation would originate for the landlord. A landlord claiming eviction of tenanted premises on the ground of additional accommodation must be in use of the building for a purpose rather than merely possessing it. The sufficiency or insufficiency of a space in possession could only be experienced on occupying the same. The need for additional accommodation will only arise on a dis-satisfaction of the landlord with respect to the space under usage by him. The need contemplated by the provision is "additional accommodation". Therefore, first of all, the landlord must establish that he has been in occupation of a space in the building owned by him for some purpose and found in the course that it is insufficient to suit the purpose. The landlord must also establish that his need for additional accommodation could only be satisfied on obtaining vacant surrender of the space in occupation of the tenant on rental basis without the latter being put to more hardships than the advantages contemplated. Therefore, indisputably, the landlord in occupancy of a space of the building alone can apply

for eviction under sub-section (8) of Section 11 of the Act.

22. It is unlikely for a need for additional accommodation to arise in the case of a landlord who was not in occupation of a building, but only in possession. Only when a landlord in possession of a building started occupying the same for some purpose, the need contemplated under sub-section (8) of Section 11 would possibly arise. Therefore, to substantiate the bona fides of a claim for eviction on the ground of additional accommodation the landlord must primarily establish that he is in occupation of a portion of the building as on date of raising the claim, that the exigencies of the purpose for which he is occupying it demands additional space for the smooth conduct of it, that the same could only be accomplished on obtaining the vacant surrender of the premises in occupation of the tenant and that the tenant would not be prejudicially affected on an order to that effect being passed.

23. In *Rajan v. Sadananthan*, 2004 (3) KLT 129, a Division Bench of this Court held that the expression "personal use" used in sub-section (8) of Section 11 is not related to the person but related to the business. In the case *supra* when the counsel appearing for the revision petitioner/tenant advanced an argument that the word in usage under sub-section (8) of Section 11 being "personal use", the requirement for additional accommodation, would not survive after the death of the original landlord. In the said context, the Court held:

"We find it difficult to accept the contention of the petitioner. Originally landlord was conducting business in footwear. The legal heirs are continuing the business. Landlord felt the necessity of additional accommodation for expanding the existing business. The expression "personal use" used in Section 11(8) is not related to the person but related to the business. On the death of the landlord it would devolve on the legal heirs. Business is being conducted by the legal heirs and naturally the requirement would continue. It is not as if on the death of the landlord requirement would fade out or vanish. So long as there is requirement of additional accommodation, the requirement would continue and on the death of the landlord such requirement would not extinguish unless legal heirs are not continuing the business."

24. Contextually, the factual matrix of the case on hand require reappraisal in the light of the evidence let in by the landlord. It is the plea of the landlord in the RCP that building bearing No. PP1/690 belongs to him by virtue of deed No. 1236/98. It is her further plea that she is running the business in utensils in the said shop room. There is absolutely no plea in the RCP for the landlady that ever since the transfer of the shop room by sale in her favour, she had been running the business in utensils therein under the name and style "Alankar Traders". The evidence let in by the landlord is also confined to that effect. The tenant has put forth a case that one Alankar Bhaskaran was conducting the business in the said room and the present landlady entered into the scene only in the year 2011 and the RCP being filed by her in the year 2010 with a claim for eviction on the ground of additional accommodation under sub-section (8) of Section 11 of the

Act, will not sustain as she was not conducting the business in utensils therein in the year 2010 and was not in occupation of it. The tenant has based his argument mainly on Ext. A5, the licence and the other documents marked in evidence from the side of the landlady, to substantiate her claim.

25. The counsel strenuously contended that, that being the factual situation established by evidence, the landlady cannot be said to be conducting the business there in the year 2010 and accordingly, cannot be said to be in occupation of the same as on 2010. It is also not a case wherein the claim for eviction of the tenanted premises on the ground of additional accommodation was raised by Sri. Alankar Bhaskaran and the landlady succeeds to the right after his death. It is only a case wherein the claim was initiated by the landlady independently.

26. No dispute is centered around Ext. A1, as admittedly of the parties to the litigation, the shop-room was owned and possessed by the landlord and occupied by the tenant on rental basis. Ext. A5 is the licence dated 27/09/2011 originally obtained by the landlady; Ext. A6 is the tax receipt dated 27/09/2011; Exts. A7 to A9 are photocopies of extracts of Building Tax Assessment Register of Perambra Grama Panchayat relating to the periods, 1997-1998 to 2001-2002; 1997-98 to 2011-2012; and Ext. A10 to A20 are bills and vouchers. Ext. A5, the licence is the fundamental document on which the landlady is basing her claim that she has been conducting business in utensils in Room No. PP1/690. It is evidenced from Ext. A5 that the landlady had obtained the authority to conduct the business in utensils during the period 2011-2013. Exts. A6 to A20 are documents relating to the year 2011 and thereafter. Exts. A1 to A20 would not come for the rescue of the landlady to establish her claim that she was in occupation of shop room No. PP1/690 at the relevant time when the RCP. In question was filed in the year 2010. Indisputably, the landlady was in possession of the shop room from 1989, the year of purchase onwards. For a bona fide claim for additional accommodation to sustain, mere possession of the premises alone will not suffice. The landlord must establish his occupation of the shop room in respect of which a claim for additional space was made by him, and must let in concrete evidence to convince the Court that the space in her occupation is not sufficient enough to meet her requirement and the premises in occupation of the tenant is required additionally to meet the purpose. He must also establish that the tenant would not be put to more prejudices or hardships than the advantages to which she would be benefited on doing so. A need for additional accommodation is unlikely to arise for a landlord in mere possession of a room and need of such a landlord cannot be projected as a bona fide need for basing a claim of eviction sub-section (8) of Section 11 of the Act.

27. It is well settled that a mere desire will not tantamount to bona fide need. The concept of bona fide need or genuine requirement needs a practical approach instructed by the realities of life. The dictum of the Apex Court in *Deena Nath v. Pooran Lal*, (2001) 5 SCC 705 is worthy of quoting here. The

dictum is "the statutory mandate is that there must be first a requirement by the landlord which means that it is not a mere whim or a fanciful desire by him; further, such requirement must be bona fide which is intended to avoid a mere whim or desire. The "bona fide requirement" must be in praesenti and must be manifested in actual need which would evidence the Court that it is not a mere fanciful or whimsical desire".

28. Sub-section (10) is incorporated under Section 11 with a view to safeguard the interest of the tenant. Additional precautions are provided in this sub-section and the two provisos are incorporated therein by way of guidelines to the Court dealing with claims of landlords under sub-section (8) of Section 11 of the Act.

29. Three directives are contained in sub-section 10 of Section 11 and those are meant to be strictly dealt with by the Court while handling application for eviction on the ground of additional accommodation under sub-section (8) of Section 11 of the Act.

30. Firstly, the Courts are directed in a claim of the nature to have full satisfaction of the genuineness or bona fides of the landlord in making such a claim. Secondly, the Courts are directed to have a comparative study of the materials available in the form of evidence to be satisfied itself that the hardship that may be caused to the tenant by granting an order of eviction on the ground of additional accommodation would outweigh the advantages to the landlord. The directive, thirdly and lastly, was that the Court is at liberty to grant reasonable time to the tenant to vacate the premises and also extended time, not beyond three months in the aggregate.

31. By incorporating the aforesaid safeguards to the tenant the Court dealing with applications for eviction under sub-section (8) of Section 11 of the Act are placed with the responsibility to be convinced about the bona fides or genuineness in the claim of the landlord for eviction of the tenant on the ground of additional accommodation. Therefore, it is the responsibility of the Court to evaluate and scrutinise the evidence to see the veracity in the claim raised in the backdrop of the purpose. In the case on hand, eviction is sought on the ground of additional accommodation. Therefore, the Court which is in seisin of or entertains such an application has to see primarily, whether the landlord was in occupation of the shop-room and the vacant surrender of the premises, if ordered, would serve the purpose for which, additional space was sought.

32. In the case on hand, the documentary evidence would establish that the landlady has been in occupation of the room bearing No. PP1/690 for conducting the business in utensils since 2011. Therefore, the need for additional accommodation can arise only after 2011, the crucial year in which licence was obtained by her as per Ext. A5. It is evident that the landlady has filed the application seeking additional accommodation in the year 2010, prior to the shop room bearing No. PP1/690, being occupied by her for conducting the business. The landlady has raised the need for additional accommodation much earlier to

the date on which the need in fact has accrued to her. Therefore, she cannot be said to have a bona fide claim at the relevant time of filing of the RCP in question. The claim of the landlady was not logically supported by the purpose for which it was raised as the purpose was non-existent at the relevant time. The authorities below failed to appreciate this aspect in its true perspective. Had it been adverted to by them with due diligence in the true spirit and meaning, the impugned order and the judgment would not have been the outcome. As per Section 11(10), it is the duty of the Court to analyse and identify the bona fides in the claim of the landlord. In the case on hand, the tenant has made an attempt to apprise the Court while cross-examining the landlady regarding the non-conduct by her of the business prior to the period specified in Ext. A5. The landlady has categorically stated in the Box then that the licences for the periods even prior to are available in her custody and she would produce it. But, it is pertinent to note that despite the undertaking made in the box, the landlady failed to produce those. In that count, the Courts are justified by law to take adverse inference and that would only operate to the disadvantage of the landlady. Sub-section (8) of Section 11 is specific that the landlord must be in occupation of the room while making a claim for eviction on the ground of additional accommodation and therefore it is the burden of the landlord to establish that and it is the duty/responsibility of the Court while entertaining such a claim to see whether the landlord was actually in occupation of the room while considering the bona fides in the claim for eviction on the ground of additional accommodation.

33. Despite being apprised of the aforesaid circumstances, both the authorities below failed to take note of those in its true perspective, and thus erred in entering into the findings of concurrence. Contextually, the impugned findings will not sustain and the erroneous findings of both the authorities below, i.e., the Rent Control Court, Perambra and the Rent Control Appellate Authority, Kozhikode are liable to be set aside.

34. In the result, Rent Control Revision is allowed and the impugned judgment in RCA No. 154/2012 dated 26/02/2014 of the Rent Control Appellate Authority-II/2nd Addl. District Judge, Kozhikode and the order dated 19/09/2012 in RCP No. 3/2010 of the Rent Controller/Munsiff, Perambra are set aside. RCP No. 3/2010 of the Rent Controller/Munsiff, Perambra shall stand dismissed.

35. Parties to this revision petition shall bear their respective costs.