

05.11.2020  
Vacation Bench  
Item No.22  
(J.K.S & S.M)

**(Via Video Conference)**

**WPA 9112 of 2020**

**Abhishek Chatterjee**  
**-Vs-**  
**The West Bengal State Electricity Distribution**  
**Co. Ltd. & Ors.**

Mr. Debabrata Saha Roy,  
Mr. Upendra Ray,  
Mr. Ranbir Singh,  
..... For the petitioner.

Mr. Souvick Mitra,  
.... For the Respondent No.6

Mr. Sunny Nandi,  
Mr. Subhankar Das,  
.... For the Respondent No.7

Mr. Sujit Sankar Koley,  
..... For the WBSEDCL.

The petitioner argues that the petitioner has been granted a sub-lease of the relevant property by the proforma respondent no.7. Proforma respondent no. 7, in turn, is a lessee under the respondent no.6. It is argued on behalf of the petitioner that despite the petitioner having cleared all its dues regarding electricity charges as well as other components of rent payable to the respondent no. 7 and the respondent no.7 having paid the same to the respondent no.6, electric connection to the property enjoyed by the petitioner under the sub-lease was disconnected at the behest of respondent no.6.

Learned Counsel for the proforma respondent supports such contention.

Learned Counsel for the respondent no. 6 argues that the respondent no. 7 did not clear all its dues in lieu of maintenance in favour of the respondent no.6, of which electricity charges also comprise an essential component. Learned Counsel relies on the lease agreement between the respondent no. 6 and respondent no. 7 and, pointing out to Clause 19 thereof, argues that in case of bulk supply of electrical energy, the respondent no. 7 (lessee) agreed thereby to abide by all the conditions of sanction of bulk supply, including but not limited to waiver of the lessee's right to apply for individual/direct electric supply connection, directly from NTESCL or any other body (including the respondents) for supply of electrical energy. It is, thus, argued that the petitioner also does not have an independent right beyond the said lease agreement, within the conspectus of which the petitioner is a sub-lessee, to apply for obtain a fresh electric connection.

Learned counsel appearing for the West Bengal State Electricity Distribution Company Limited (respondent No.2) submits that there are certain technical difficulties as well in permitting a fresh electric connection in favour of the petitioner in respect of the premises-in-question.

Upon hearing all the contesting parties, it is evident that the cardinal dispute between the respondent Nos. 6 & 7 as regards alleged non-payment of a portion of the maintenance dues is a civil dispute in its very nature. However, law provides that any lawful occupant can apply for electric connection before the appropriate authority, which right cannot be curtailed by any agreement,

including that between the respondent nos. 6 & 7. However, it is made clear that this Court expresses no opinion on the merits of the entitlement of the petitioner to obtain a fresh electric connection.

The observations made herein are merely restricted to the right of the petitioner to apply for an electric connection in its independent name in respect of the premises-in-question.

Accordingly, WPA 9112 of 2020 is disposed of by granting the petitioner liberty to apply for a fresh electric connection at the premises-in-dispute in the proper form. In the event such an application is made, the respondent no. 2 shall immediately consider the same and dispose of such application within a fortnight from making of such application. It is further made clear that the merits of the disputes *inter se* respondent nos. 6 and 7 and/or the legal/technical entitlement of the petitioner to have fresh electricity connection have not been gone into by this court. It will be open to the respondent no. 2 to decide the application of the petitioner for fresh electric connection, if made, independently of all the observations made herein and in accordance with law.

There shall be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance of all requisite formalities.

(Sabyasachi Bahttacharyya, J.)