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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE
(Through Video Conference)

WPA 2084 of 2021

Nirjan Baral
Vs.

West Bengal State Electricity
Distribution Company Limited & Ors.

Ms. Surasri Baidya
... For the petitioner.

Mr. Puspall Chakraborty
.... For WBSEDCL.

Mr. Soumyajit Bhatta,
Mr. Prasennjit De
.... For the respondent no.4.

Affidavit of service filed in Court is taken on
record.

The petitioner says that the petitioner entered
into an agreement for sale in respect of a flat bearing
no.202, 2nd floor, Dr. B. R. Ambedkar Sarani, holding
no.38/119/16 on the 1st Lane, Ward no.27 of Rishra
Municipality (hereinafter referred to as Maa Tara
Apartment-III) with the owners and the developers.
Another agreement for sale dated 4th March, 2019 was
entered into by and between the petitioner and the owners
of the said premises and the developer with regard to the
selfsame flat. The petitioner has been put into possession
of the flat in question and is occupation thereof as of now.
The petitioner has sought for a new electric connection
from West Bengal State Electricity Distribution Company

Limited (in short, WBSEDCL), the licensee. The petitioner has paid the quotation money in terms of the quotation raised by WBSEDCL, pursuant to the petitioner's application. However, it is the petitioner's case that WBSEDCL by a letter dated 14th December, 2020, informed the petitioner that the respondent no.4 has prevented the officials of WBSEDCL from giving new connection to the petitioner.

On behalf of the WBSEDCL, it is submitted that WBSEDCL was always and still is ready and willing to give connection to the petitioner but for the resistance put forth by the respondent no.4, the connection could not be given.

On behalf of the respondent no.4 it is submitted that the petitioner entered into an agreement for sale dated 15th January, 2017 in respect of the flat in question. The agreement dated 4th March, 2019 is, however, disputed. The petitioner has not paid the entire consideration money, but was put into possession of the said flat on sympathetic ground since the petitioner did not have any alternative accommodation. The respondent no.4 further submits that steps have been taken for cancelling the agreement for sale of the petitioner and further steps in that regard are contemplated. The respondent no.4 further says that the petitioner is not a bone fide occupier and, as such, should not be given electric connection.

The fact remains that the petitioner is in occupation of the flat in question. The petitioner's right, title and interest may be in dispute or questioned by the respondent no.4, but the petitioner cannot be prevented from getting electricity so long as the petitioner remains in settled possession of the flat in question. The inter se disputes as to the right, title and interest with regard to the flat in question and claims and counter claims in respect thereof cannot be gone into by this Court while hearing an application for new electricity connection being made by the petitioner. The grievances of the respondent no.4 can be addressed only by a competent Court. Before this Court the only consideration is to see whether the petitioner is in settled possession of the flat in question irrespective of the fact as to whether the petitioner is the owner or a trespasser. On the basis of the admission made on behalf of the respondent no.4, it is prima facie established that the petitioner is in settled possession of the flat in question. The petitioner therefor is entitled to a low-tension metered connection for domestic supply at the flat in question from the existing service main at the said Maa Tara Apartment – III irrespective of the fact of alleged non-payment of the entire consideration money.

In the facts and circumstances, I direct WBSEDCL to give connection to the petitioner on 5th March, 2021. The officials of WBSEDCL shall visit the said Maa Tara Apartment – III at 12.30 p.m. on 5th March,

2021 for the purpose of giving the connection to the petitioner. The petitioner shall liable to pay all costs and charges, if not already paid and comply with other formalities. It is expected that the respondent no.4 shall cooperate with the officials of WBSEDCL at the time when they execute the work for giving new connection to the petitioner.

The respondent no.5, being the Officer-in-Charge, Rishra Police Station, Chandannagar Police Commissionerate, Hooghly, is directed to ensure that there is no breach of peace at or around Maa Tara Apartment – III on 5th March, 2021 or at the time when the officials of WBSEDCL execute the work for giving new connection to the petitioner.

The petitioner and WBSEDCL shall communicate this order to the respondent no.5 well in advance so that respondent no. 5 can take necessary steps as may be required on 5th March, 2021 when the officials of WBSEDCL shall visit Maa Tara Apartment – III, for giving new electric connection to the petitioner.

It is made clear that the grant of electricity shall neither create any new right nor abridge or extinguish any existing right inter se between the petitioner and the respondent no.4 with regard to the right, title and interest of the flat in question.

Nothing further remains to be adjudicated in the writ petition and the same is accordingly disposed of

without any order as to costs.

Since I have not called for any affidavits, the allegations contained in the writ petition are deemed to have not been admitted by the respondents.

Urgent photostat certified copy of this order, if applied for, is to be given to the parties upon compliance with the necessary formalities.

(Arindam Mukherjee, J.)