

09.11.2021
S/L No.6
KS

(Via Video Conference)

W.P.A. 13180 of 2021

Baby Dutta

-Vs.-

CESC Limited & Ors.

Mr. Debjit Mukherjee

Mr. Arghya Ghosh

Mr. K. Bhattacharya

.....For the Petitioner

Mr. Narayan Ch. Bhattacharyya

Ms. Sujata Ghosh

.....For the State

Mr. Rajat Dutta

.....For Respondent No.4

Mr. Suman Ghosh

.....For the C.E.S.C.

The petitioner is running a beauty parlour in respect of the premises in question which is admittedly owned by the respondent no.4. It appears that the beauty parlour is being run by the petitioner a licensee in respect of the premises in the ground floor measuring about 600 sq. feet let out by the respondent no.4 by virtue of license agreement entered into by and between the petitioner and the respondent no.4. The license was given for a period of 33 months with a further renewal clause. The Clause – 4(b) provides that the licensee shall pay the electricity charges as per the reading in respect of the electricity meter pertaining to the said licensed space, i.e. the beauty parlour run in the name and style of “AmjadHabib”. Since the

meter is in the name of the respondent no.4, the petitioner used to pay the consumption charges relying upon the statement of the respondent no.4 without verification of the actual consumption. However, the petitioner used to pay an amount of Rs.35,000/- per month in terms of the agreement to the respondent no.4. and besides that the petitioner also paid an amount of Rs.1,00,000/- in favour of respondent no. 4. But, on 21st June, 2021 the respondent no.4 broke open the padlock of the beauty parlour and allegedly committed theft of Rs.20,000/- and cosmetic products amounting to Rs.1,65,000/-. Accordingly, a criminal proceeding under Section 144(2) was filed by the petitioner against the respondent no.4 before the learned Executive Magistrate, 2nd Court at Alipore being M.P. Case No. 2388 of 2021 and a specific case was registered before the Kasba Police Station vide Police Station Case No.192 of 2021. There appears a souring relationship between the petitioner and the respondent.

It is submitted on behalf of the respondent no.4 that license fees have not been paid since May, 2021 till date and the allegation of obstruction for not supplying the electricity to the petitioner is a myth, according to learned advocate appearing for the respondent no.4. The allegation made on behalf of the petitioner is that the electricity supply in the beauty parlour run

by the petitioner is obstructed due to disconnection of electricity. It is pointed out that the electricity charges were not paid and for that the C.E.S.C. department disconnected the electricity line.

It is pointed out on behalf of the C.E.S.C. respondent authorities that they are ready to connect the electricity for supply of the electricity through the meter owned by the respondent no.4 as the electrical charges have already been deposited with them by the petitioner.

Learned advocate appearing for the petitioner invites my attention to the consolidated bill issued by the C.E.S.C. department being, Annexure – 'P/6' which shows that a sum of Rs.10860.32/- has been deposited with the electrical department but the issue is that C.E.S.C. department is unable to give connection because of the obstruction raised by the private respondent no.4 who has kept the meter box under lock and key.

Learned advocate appearing for the respondent no.4 submits that there is no obstruction being raised on their behalf and they will not raise obstruction if the reconnection is given through the meter but the only contention which has been raised on behalf of the respondent no.4 is that the petitioner is not paying the license fees to them. It may so happen that the petitioner has suffered business loss because of the non-supply of electricity and due to Pandemic situation caused by Covid – 19, that may

have caused trouble to the petitioner in not clearing the dues of the petitioner towards the license fees.

However, it is the obligation under the law in terms of the agreement for license on the part of the petitioner to pay the license fees to the respondent no.4 regularly and if there is huge arrear then to clear the license fees by way of installment.

Mr. Debjit Mukherjee, learned advocate appearing for the petitioner submits that the petitioner is agreeable to clear the dues and is ready to pay sum of Rs.1,00,000/- within a month to the respondent no.4 and will clear the arrear dues towards license fees and continue paying the license in terms of the agreement after resumption of her business of beauty parlour.

In the context of the above submission the direction is given to the respondent electricity authority to restore the supply by reconnecting the electricity within a week and the respondent no.4 would not create any obstruction in the matter of reconnection of the electricity in respect of the consumer no.04036068011 standing in the name of the respondent no.4 at the said premises at 70/1, Rajdanga Gold Park, Kolkata – 700107.

In the hour of need, the C.E.S.C. department would be at liberty to seek assistance from the local police station in case of any obstruction is raised on behalf of the respondent no.4. After the reconnection of the electricity, the respondent no.4 should

not disturb the electric supply to the licensed premises of the petitioner. However, the respondent no.4 could be entitled to the license fees from the petitioner in terms of the agreement by the parties and in terms of the observation made hereinabove. After the clearance of all the license fees to the respondent no.4, the respondent no.4 may renew the license in terms of Clause – 4.

With the above observation and direction, the writ application being, W.P.A. 13180 of 2021 stands disposed of.

All parties are to act on the server copy downloaded from the Official Website.

(Shivakant Prasad, J.)