

AD. 27.  
December 13, 2021.  
MNS.

**(Through Video Conference)**

WPA No. 19039 of 2021  
Sujit Saha  
Vs.  
CESC Limited and another

Mr. Bidyut Kumar Halder,  
Mr. Indranil Halder

... for the petitioner.

Mr. Uday Sankar Bhattacharya,  
Mrs. Banani Bhattacharya

...for the CESC Limited.

Learned counsel for the petitioner contends that, although there was a delay on the part of the petitioner, the petitioner actually cleared the due amounts in favour of the CESC Limited on November 22, 2021, as per the bill annexed at page 9 of the writ petition, where the due date was mentioned as November 16, 2021. However, it is submitted that subsequently the CESC disconnected electric supply for default in payment and the amount was returned by the CESC Limited in view of the petitioner having deposited the same beyond time.

Learned counsel appearing for the petitioner, with the leave of Court, files a supplementary affidavit and places reliance on the entries of a purported detailed statement annexed thereto to indicate that the petitioner had actually paid such amount, but it was refunded.

Learned counsel places particular reliance on Item Nos. 50 and 88 of the annexure P/3 to the supplementary affidavit to underscore such submission.

Learned counsel appearing for the CESC Limited controverts such allegations and submits that no amount was ever paid to the CESC Limited by the petitioner. Learned counsel for the CESC Limited further seeks an opportunity to deny on oath the contentions of the supplementary affidavit filed in Court. However, on instruction, learned counsel for the CESC Limited, in his usual fairness, submits that the CESC Limited does not have any objection in principle to reconnect the supply subject to the petitioner paying the amount of Rs.2,17,873.78p. (Rupees two lakh seventeen thousand eight hundred seventy three and paise seventy eight) only, which is now due, taking into account the reconnection charges etc.

In view of the CESC Limited having taken a fair stand, WPA 19039 of 2021 is disposed of by directing the CESC Limited to ensure that the electric supply to the petitioner's premises at 22/A Dum Dum Road, Kolkata- 700 002, be restored within forty eight hours from the petitioner depositing the entire amount of Rs.2,17,873.78p. (Rupees two lakh seventeen thousand eight hundred seventy three and paise seventy eight) only to the CESC Limited by December 15, 2021.

In the event of further default on the part of the petitioner to so deposit, the present order shall be deemed to stand recalled without further reference to Court.

It is further recorded that the contentions in the supplementary affidavit filed today and the annexures thereto are deemed to be disputed by the CESC Limited, since no opportunity of affidavit has been granted in that regard.

The parties shall act on the written communication of this order by the learned Advocates for the parties, accompanied by server copies of this order, without insisting upon prior production of a certified copy thereof.

There will be no order as to costs.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)