16th June,
2022
(AK)
04

**W.P.A. 3518 of 2022**

Sudipta Senapati
Vs.
West Bengal State Electricity Distribution Company Limited and another

Mr. Mohit Chatterjee
Mr. Humayun Reza
…for the petitioner.

Mr. Sujit Sankar Koley
Ms. Suvasree Ghose
…for WBSEDCL.

The grievance of the petitioner is that, all on a sudden in the year 2022, the Distribution Licensee claimed an amount of money from the petitioner, to the tune of Rs.1,83,978/- as old outstanding dues in respect of the petitioner's electricity meter, citing the ground of pilferage.

It is contended that the Distribution Licensee made such claim on the basis of an alleged FIR in respect of pilferage lodged against the petitioner on September 29, 2010.

In the absence of any bill claiming the outstanding amount throughout the period of twelve years, prior to 2022, it is contended that the bar of Section 56(2) of the Electricity Act, 2003 is applicable.

As such, it is contended that the claim of the Distribution Licensee and the consequential disconnection of the petitioner's electricity were patently illegal.

Accordingly, learned counsel seeks that a direction be passed against the WBSEDCL for restoration of the electricity connection of the petitioner.

Learned counsel further submits, by placing reliance on the affidavit-in-reply filed by the writ petitioner to the supplementary affidavit-in-opposition affirmed by one Arnab Barua, an employee of the WBSEDCL, that the purported bills annexed thereto, allegedly raised in between 2010 and 2022, are all manufactured and forged.

Learned counsel appearing for the Distribution Licensee squarely denies the allegations made on behalf of the petitioner.

Reliance is placed on the affidavit-in-opposition filed on behalf of the respondents to the writ petition, with particular reference to the communication allegedly made by the petitioner on October 27, 2010, a copy of which is annexed at page-22 of the opposition.

It is argued that the petitioner's knowledge of the prior bills is clearly evinced from the said document. In fact, the petitioner had mentioned therein the year wise quanta of such bills in chronological order.

It is further submitted that the bar of Section 56(2) does not apply here, since the WBSEDCL has annexed a majority of the interim bills sent during the interregnum between 2010 and 2022, all of which clearly disclosed the outstanding amount from the petitioner continuously.

Thus, it is contended that the disconnection made by the WBSEDCL was justified and within its authority.

At the outset, it is evident that the petitioner himself had apparently issued a communication on October 27, 2010 to the Assessing Officer & Station Manager, Amtala Group Electric Supply, WBSEDCL wherein the petitioner had clearly indicated the details of several bills sent to the petitioner.

In fact, it has been argued on behalf of the petitioner that the petitioner objected to all such bills. This shows that the outstanding dues were shown all along in the interregnum in the electricity bills sent to the petitioner. As such, the petitioner's contention as regards applicability of Section 56(2) of the 2003 Act is patently misconceived.

Moreover, the WBSEDCL, in paragraph no.3 of its supplementary affidavit-in-opposition, has clearly alleged that the amount claimed from the petitioner was the finally assessed amount.

Although the petitioner has blatantly levelled allegations of forgery in arguments, no particulars or specific details, within the contemplation of Order VI Rule 4 of the Code of Civil Procedure, has been disclosed in the writ petition to indicate the specific particulars of such alleged act of forgery.

It is inconceivable as to why the Distribution Licensee would, without any reason, suddenly resort to forgery for the purpose of extracting an additional amount from a particular consumer, in the absence of any reasonable basis for such apprehension.

Hence, the allegations of forgery and manufacturing documents made by the petitioner are disbelieved on the basis of the materials-on-record and strongly deprecated as an attempt to mislead the court.

Insofar as the limitation is concerned, as discussed above, Section 56(2) of the 2003 Act cannot be attracted in view of the licensee having continuously raised outstanding bills for the amount claimed by the licensee and it is incorrect to allege that the said outstanding amount was claimed for the first time in the year 2022.

The petitioner, despite being well within the know regarding the outstanding amount from the previous bills, now feigns ignorance.

The entire allegations of the writ petition have been suited to support the unlawful and incorrect allegations made by the petitioner, as borne out by the records, merely for the purpose of avoiding payment of the outstanding amount.

Moreover, as per the appellate provision envisaged in Section 127 of the 2003 Act, even for preferring an appeal, that too within the limited time stipulated therein, the appellant had to deposit 50% of the alleged dues.

In the absence of any such appeal from the end of the petitioner, it is entirely *de hors* the scope of the writ court to consider the nitty-gritties of factual allegations in respect of pilferage and/or the veracity of such allegation.

In such view of the manner, the *mala fide* attempt of the petitioner to mislead the court for the purpose of avoiding his liability to pay is strongly deprecated.

WPA 3518 of 2022 is dismissed on contest with costs of Rs.5,000/- payable by the petitioner within a fortnight from date to the WBSEDCL.

Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

**(Sabyasachi Bhattacharyya, J.)**