

6th June,
2022
(AK)
07

W.P.A 8436 of 2022

Sri Ashis Kumar Ghosh and another
Vs.
The General Manager (Legal), The Calcutta Electric
Supply Corporation Limited and others

Mr. Prabir Chatterjee
...for the petitioners.

Mr. Jayanta Kr. Dhar
...for CESC Limited.

Mr. Saumyajit Ghosal
...for the respondent no.4.

Affidavit-of-service filed in court today be kept on
record.

Learned counsel for the petitioner argues that the
petitioner no.1, being the tenant in respect of the
premises-in-question, obtained a compromise decree
against the developers which incorporates that, as per
mutual agreement between the parties to the suit, the
developers would hand over possession of an area
equivalent to the petitioners' tenanted premises, which
was subsequently developed, to the petitioner no.1.

It is submitted that petitioner no.2 is the son of the
petitioner and has applied for electricity connection at the
premises.

However, due to resistance put up by respondent
no.4, the secretary of the building association at the

premises, the CESC Limited is not being able to give such connection.

Learned counsel for the CESC Limited submits that although initially the petitioners did not comply with the request of the CESC Limited in respect of production of relevant documents, subsequently such request was complied with and the petitioners have thereafter completed all formalities, except submission of Annexure-B as asked for the CESC Limited.

In addition, it is submitted that due to resistance created by respondent no.4 and his men and agents, the CESC Limited are not being able to give a new electricity connection to the petitioners at the existing meter board position.

Learned counsel appearing for the respondent no.4 submits that the respondent no.4 represents the Building Association at the premises, being the Secretary of the said Association.

It is submitted that the petitioner no.1 has levied execution in respect of the compromise decree obtained against the developers, which *ipso facto* indicates that the petitioners are yet to get possession of the premises.

It is further contended that the application for new electricity connection has been made in the name of one A.K.G. Product, the nexus between which and the petitioners has not been disclosed.

Learned counsel further contends that, in the event electricity connection is given to the petitioners, the petitioners will be virtually put in possession prior to having their decree executed, without having any present right to do so.

Upon hearing learned counsel for the parties, it is seen from the materials annexed to the writ petition that the petitioner no.1 has already obtained a compromise decree against the developers, inter alia to the effect that the developers would hand over possession of the premises in favour of the petitioners.

It has been submitted by learned counsel that the landlords were also impleaded as parties to the said suit. As such, the only persons having *locus standi* to resist the petitioners' claim of possession are not doing so in the present case.

The respondent no.4, who is merely the Secretary of the Building Association, does not have the *locus standi*, by virtue of such holding such office and/or otherwise, to resist the petitioners' claim, since the petitioners already enjoy a decree from the competent civil court in that regard.

In respect of the submission of respondent no.4 as to the cloud regarding the identity of A.K.G. Product and the petitioners, it is for the CESC Limited, the Distribution Authority, to satisfy themselves *prima facie* as regards the rights of the petitioners to get electricity

connection at the premises, upon being satisfied of the direct connection between the applicant for new connection and the petitioners.

However, insofar as the question of possession is concerned, the petitioner no.1 is not only armed with a civil court's decree but claims possession which has not been objected to by either the landlords or the developers.

In such view of the matter, the respondent no.4 does not have any *locus standi*, as indicated above, to resist the petitioners getting a new electricity connection at the premises, of course, subject to compliance of all formalities, as required by the CESC Limited, on the part of the petitioners.

In such view of the matter, WPA 8436 of 2022 is disposed of by directing the CESC Limited to give electricity connection to the petitioners pursuant to the petitioners' application, subject to compliance of all formalities by the petitioners, as expeditiously as possible, preferably within a fortnight from the compliance of all such formalities by the petitioners.

In the event the CESC personnel are offered resistance by the respondent nos.3 and 4 and/or their men and agents in doing so, it will be open to the CESC personnel to approach the local police station for adequate police assistance in that regard.

In the event such an approach is made, the Officer-in-Charge/Inspector-in-Charge of the local police station,

that is, the Chitpur Police Station shall grant such assistance to the CESC personnel for the limited purpose of assisting the CESC personnel in giving such connection at the existing meter board position at the building.

Such police help shall be rendered at the cost of the petitioners.

It is, however, made clear that the civil rights of the parties and/or the fate of the execution application pending at the behest of petitioner no.1 have not been gone into by this court on merits.

In any event, the observations made herein are for the limited purpose of ascertaining the entitlement of the petitioners to get electricity connection.

The electricity connection, if given to the petitioners, shall not *ipso facto* connote the possession of the petitioners in respect of the premises.

The parties, as well as all concerned, shall act on the written communication of the learned Advocate for the petitioners, coupled with server copy of this order, without insisting upon prior production of a certified copy thereof.

There will be no order as to costs.

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

(Sabyasachi Bhattacharyya, J.)