

D/L. 7 & 8.
December 12, 2022.
MNS.

WPA No. 21961 of 2022
Abdul Wahab
Vs.
The State of West Bengal and others
With
WPA No. 21751 of 2022
Mokter Hosen
Vs.
The State of West Bengal and others

Mr. Farhan Ghaffar,
Ms. Sagufta Saba Yasmin

... for the petitioner in
both the matters.

Mr. Rama Prasad Sarkar,
Mrs. Anita Deb Jana

...for the State.

Dr. Madhusudan Saha Roy

...for the WBSEDCL.

In the order dated November 7, 2022, the appearance of Dr. Madhusudan Saha Roy had inadvertently been recorded for the CESC Limited, whereas it should have been recorded for the West Bengal State Electricity Distribution Company Limited (WBSEDCL).

Let such mistake be deemed to stand rectified and the said portion of the order stand corrected inasmuch the recording of names of counsel is concerned.

Affidavit-in-opposition and the police report filed by learned counsel for the State in Court today be kept on record..

Learned counsel for the petitioner in both the matters contends that the petitioners' electricity connections have been severed and thereafter no reconnection has been given despite reconnection charges having been duly paid by the petitioners.

Learned counsel appearing for the WBSEDCL, by placing reliance on the affidavit-in-opposition filed today, contends that on August 23, 2022, a subsequent theft was detected for which a proceeding under Section 135 of the Electricity Act, 2003 (2003 Act) was initiated, which is pending. In connection with the said criminal proceeding, the petitioners have taken bail.

It is contended that although payments have been made with regard to some of the outstanding dues, no payment as regards the Late Payment Surcharge (LPSC) in respect of the previous outstanding dues have yet been paid, nor has the outstanding due for the subsequent theft been cleared by the petitioners. However, learned counsel for the petitioner points out that

no provisional assessment bill was raised inasmuch as the subsequent allegation of theft dated August 23, 2022 is concerned.

However, since in the affidavit-in-opposition, the WBSEDCL has clearly pointed out the previous outstanding dues alleged to be payable by the petitioners and keeping in mind the fact that the outstanding default allegations have been made with regard to separate electricity meters standing in the same premises in the name of the petitioners in the two writ petitions, who are father and son, the possibility of nexus cannot be ruled out in the present case. However, it is always open to the petitioners to challenge the assessment made by the WBSEDCL with regard to the alleged theft and the previous charges in lieu of outstanding dues, including LPSC, upon which the electricity connections can be restored by the WBSEDCL. Inasmuch as the last alleged pilferage is concerned, the WBSEDCL is directed to raise provisional bill at the earliest upon an assessment of the charges payable on such score and hand over the same to the petitioner in both the matters.

Upon such bill being handed over, preferably within December 20, 2022, the petitioners are at liberty to deposit the amounts-in-question for the purpose of getting back restoration of electricity or to challenge the same before the authority concerned. However, inasmuch as the payment of Rs. 60/- in lieu of reconnection is concerned, the WBSEDCL shall adjust such amount, which was taken erroneously on a patent reading of the facts, with the outstanding dues of the petitioners.

WPA No. 21961 of 2022 and WPA No. 21751 of 2022 are disposed of in the light of the above observations with liberty to the petitioners to deposit the outstanding amounts assessed by the WBSEDCL and/or to challenge the said amounts in due course of law within the contemplation of Sections 126 and 127 of the 2003 Act.

In the event such challenges are preferred, it is made clear that the appropriate authority will decide the same without being influenced on merits in any manner by any of the observations made herein.

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.)