

D/L. 44.
March 29, 2023.
MNS.

WPA No. 2939 of 2023

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Gadadhar Sashmal
Vs.
The West Bengal State Electricity
Distribution Company Limited and others

Mr. Saibal Acharya,
Mr. Pradip Paul
... for the petitioner.

Ms. Bandana Basu
...for the WBSEDCL.

The grievance of the writ petitioner is primarily that the order of the Ombudsman dated July 16, 2019 passed in connection with Representation No. W-112 SSS of 2019 was not complied with by the West Bengal State Electricity Distribution Company Limited (WBSEDCL).

Learned counsel argues that there was no transparency in the regenerated bill of the WBSEDCL.

Learned counsel appearing for the WBSEDCL, however, places reliance on the affidavit-in-opposition used by the WBSEDCL, in

particular, paragraph - 9 thereof and its sub-clauses. By citing the sub-clauses as well as the annexures to the affidavit-in-opposition, learned counsel submits that the entire period for which the Ombudsman directed regeneration of bill was done exactly as per the order of the Ombudsman. The defective meter was replaced on September 4, 2019. Hence, since the Ombudsman directed regeneration of bills from 07.02.2019 to the date of installation of new meter, the said period was from February 7, 2019 to September 3, 2019. The Ombudsman, in his order, had further indicated that the regeneration should be on the basis of average consumption in the comparable months subsequent to the installation of the new meter and other parameters.

The subsequent comparable months were taken by the WBSEDCL from February 7, 2020 to September 3, 2020, keeping parity with the period for which the regeneration was effected.

From sub-clause (b) of paragraph 9 of the affidavit-in-opposition of the WBSEDCL, it is clear that there was no discrepancy in the periods as cited by the WBSEDCL in its bills.

In sub-clause (c) of paragraph - 9 of the opposition, it has further been indicated that the

regenerated bill was prepared on September 12, 2020, amounting to Rs. 87,821/- up to May, 2020 as per the readings in the system.

It is submitted that as there was no consumption for certain months, that is, from June, 2020 to September, 2020, there cannot be any comparable months during such period, for which the same was left out of the zone of consideration of comparable months.

A perusal of the regenerated bills annexed to the affidavit-in-opposition by the WBSEDCL, read in conjunction with the averments made in paragraph - 9 of the opposition, clearly indicates that there was no lack of transparency in the regeneration of bill and the same was in consonance with the specific directions of the Ombudsman.

Hence, there is no scope of granting any relief to the writ petitioner, since the WBSEDCL has already complied with such order.

The petitioner, at this juncture, seeks installments to deposit the entire amount of outstanding dues for the restoration of electricity connection to be given to the petitioner. However, learned counsel for the WBSEDCL insists that the petitioner is required to pay the

entire outstanding dues along with reconnection charges for such restoration to be given. The submission of the WBSEDCL in that regard is in accordance with law and cannot be disputed. The court cannot compel the WBSEDCL to give further installments to the petitioner, more so, in view of the fact that the petitioner has been regularly defaulting in making payments.

Hence, such further relief sought by the petitioner can also not be granted.

Accordingly, WPA No. 2939 of 2023 is dismissed on contest.

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.)