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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No.14246 of 2023

Smt. Sudha Gupta
Vs.
The Calcutta Electric Supply
Corporation Ltd. & Ors.

Mr. Tanmoy Mukherjee,
Mr. Souvik Das,
Mr. K.R. Ahmed,
Mr. Rudranil Das
...for the petitioner

Mr. Debanjan Mukherjee
...for the CESC Limited

Mr. Suman Ghosh,
Mr. Siddhartha Ghosh
...for the State

Learned counsel for the petitioner contends that the main electricity switch of the petitioner, which is located within the meter room, from where electricity supply has been given in respect of the premises where the petitioner is a tenant, has been kept under lock and key by the private respondent/landlord. The CESC Limited, that is, the Licensee, is required to shift the main switch

outside the meter room so that the petitioner can have access to the same.

It is submitted that, by virtue of having locked the meter room, the landlord/private respondent is also preventing the access of the petitioner to the petitioner's own main switch.

However, to cut short the matter, it is submitted on behalf of the petitioner that even if the Licensee is not agreeable to shift the said main switch, the petitioner be given access by the Licensee, at the time taking inspection, so that the petitioner may remove the main switch of the petitioner from inside the meter room/meter box, to immediately outside thereof.

Learned counsel appearing for the Distribution Licensee submits, by placing reliance on Clause 7.2 of Regulation 55 of the West Bengal Electricity Regulatory Commission (WBERC), that as per the said provision, the service line between the main switch and meter will be owned and maintained by the consumer.

It is submitted that the domain of the Licensee ends with the meter and, beyond the same, inside the premises, the Licensee does not have any jurisdiction.

There is nothing in Clause 7.2, which specifically speaks about the responsibility regarding the main switch. It is stipulated therein that if the licensee installs meter at pole, then the line from the meter up to the main switch on the consumer's part will be insulated properly and there will be no joint/junction box up to the main switch/cut out. Service line between the main switch and meter will be owned by the consumer and is to be maintained by the consumer.

Hence, the entire scope of Clause 7.2 is the line from the meter up to the main switch and the service line between the main switch and meter. Nothing is enumerated therein as regards the responsibility with regard to the main switch itself.

However, learned counsel for the CESC Limited is justified in contending that, even as per the petitioner's allegation, the meter room has been kept under lock and key by the private respondent. Although, the private respondent might give access to the CESC Limited for the purpose of holding inspection, the petitioner cannot be permitted to use such access of the CESC, to get indirectly what the petitioner cannot directly get from the writ court.

In the garb of a direction on the CESC Limited, the petitioner cannot be permitted to compel the landlord to open the meter room, for the petitioner to shift the location of the main switch.

That apart, the remedy of the petitioner-tenant lies before the Controller, since it is submitted that no eviction suit is pending.

In the event the petitioner is a premises tenant coming within the purview of the West Bengal Premises Tenancy Act, 1997, the Controller is the appropriate authority to get the relief of shifting the electricity meter, since the same pertains to essential services to the property.

In the event the petitioner is a lessee under the Transfer of Property Act, even then the remedy of the petitioner lies before the civil court.

The dispute herein is between the petitioner/tenant and the landlord/respondent, for which the CESC Limited cannot be used as a pawn to give access to the petitioner when the same is given to the CESC Limited by the landlord, on the pretext of holding an inspection of the meter room.

The inspection of the meter room by the CESC Limited operates on an entirely different footing than the petitioner having access, as a tenant, to

the meter board, even if for the purpose of shifting the petitioner's own main switch.

Since the landlord/private respondent chooses not to appear in the writ petition, despite service of notice, further service of notice is not required to be directed. However, since the remedy of the petitioner lies before the Controller or the civil court, as the case may be, there is no scope of passing any direction on the CESC Limited within the contemplation of the present writ petition.

Accordingly, W.P.A. No.14246 of 2023 is disposed of by granting liberty to the petitioner to approach the Controller and/or the competent civil court, as the case may be, for appropriate orders regarding shifting of the main switch from the meter room to an alternative location.

It is made clear that the right of the petitioner to the said main switch, as opposed to that of the private respondent, if any, is not gone into by this court and it will be open for the Controller or civil court, as the case may be, to decide independently and in accordance with law.

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 of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)