D/L. 20.
August 2, 2023.
MNS.

WPA No. 18032 of 2023

Olisa Reality Private Limited and another
Vs.
CESC Limited and others

Mr. Uttiyo Mallick,
Ms. Poulami Banerjee,
Ms. Vedika Sureka

… for the petitioners.

Dr. Madhusudan Saha Roy

…for the CESC Limited.

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

Learned counsel for the petitioners submits that the petitioners have taken leasehold interest in a jute industry and have been operating the same by paying electricity charges. However, subsequently, due to the Pandemic lockdown, the petitioners were suffering from dearth of work, resulting in non-payment of electricity charges.

Thereafter, the CESC Limited has issued notice of disconnection and disconnected the electricity supply of the petitioners, for which the jute unit, employing about 3,000 workmen, is out of business.

Learned counsel for the petitioners, in his usual fairness, submits that the petitioners have really moved this Court by way of a mercy petition.

Learned counsel for the CESC Limited submits that despite having given several opportunities, the petitioners have repeatedly failed to pay electricity charges. It is submitted that the respondent no. 4 is the actual consumer of electricity, from whom the leasehold interest has been taken by the petitioners. It is contended that further grant of installments may not be financially viable for the CESC Limited.

It is seen from the records that on previous occasions also, similar non-payment of electricity charges had resulted in notices being issued by the CESC Limited. However, on earlier occasions, the petitioners had cleared some of the amounts of dues.

Hence, it is seen that the antecedents of the petitioners are not totally bleak.

In any event, the eight installments sought by the petitioners cannot be granted since a balance has to be struck between the fate of the several employees connected with the jute industry as well as the financial interest of the CESC Limited.

Accordingly, keeping in view such relevant factors, WPA No. 18032 of 2023 is disposed of by directing the petitioners to comply with all formalities, as indicated in the communication dated July 17, 2023 made by the CESC Limited (Annexure P5 at page 39 of the writ petition).

The petitioners shall, apart from compliance of such formalities, pay all their arrear dues of electricity charges to the CESC Limited as per the bills raised by the CESC Limited, by four equal monthly installments. The first of such installment shall be paid within 15^{th} of this month. The next three installments shall be paid by the 15^{th} of each of the succeeding months.

In default of payment of even one of such installments, the CESC Limited shall be at liberty to disconnect the electricity supply of the petitioners.

However, in case the petitioners comply with all formalities, as indicated above, and pay the first installment, the CESC Limited shall restore the electricity connection to the petitioners within 48 hours after such payment.

It is further clarified that this is the last chance which is being given to the petitioners to avail of installments.

In the event the petitioners fail to pay any of the installments, apart from the consequence of the CESC Limited disconnecting the electricity supply to the petitioners, the petitioners would not be entitled to any further similar relief in future.

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.)