

**CALCUTTA HIGH COURT
IN THE CIRCUIT BENCH AT JALPAIGURI**

**07
30.01.2023
Suman**

WPA 105 of 2023

**Ankit Gattani
Vs.
The State of West Bengal and Ors.**

**Mr. Nigam Mittal
Ms. Aayushi Agarwal
....For the petitioner
Mr. Sudipta Kumar Bhowmick
Mr. Anirban Banerjee
...for the WBSEDCL**

**Mr. Subir Kumar Saha
Ms. Bedashruti Bose
....For the State**

The petitioner has expressed his grievance against the respondents alleging deliberate and arbitrary act of squeezing him to deposit huge amount of money for getting electric connection in the plot of land for setting up an industrial sector thereon.

It is submitted by the petitioner that the petitioner initially deposited the requisite fees as claimed by WBSEDCL. Therefore, the respondents went on demanding arrear unpaid bills of previous owners of the disputed plot of land one after another. Finally he was directed to pay Rs.6,43,999/- for arrear dues.

It is submitted by the learned advocate for the respondents that the petitioner will be provided with electric connection upon payment of Rs.61,138/- only in favour of WBSEDCL.

In view of such submission, the instant writ petition is disposed of directing the respondent Nos. 3 and 4 to consider the instant writ petition as a representation of the petitioner and come to a finding of actual amount which the petitioner is required to pay. If the said amount comes to Rs.61,138/- as stated by the learned advocate for the respondents, the petitioner shall deposit the said amount within a fortnight and on such deposit the respondents will give electric connection to the land in question in favour of the petitioner. If such amount is more than 61,138/- after determination and giving opportunity to the petitioner of hearing, the respondents are entitled to claim that amount by instalment of Rs.50,000/- per month in addition to the current electric bill.

However, in no case the petitioner shall be denied of having electricity connection on deposit of Rs. 61,138/- within 14 days.

The instant petition is, thus, disposed of.

(Bibek Chaudhuri, J.)