

OD-3

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

WPO/1224/2023

RANAJIT CHATTERJEE AND ANR
VS
CESC LTD. AND ORS.

BEFORE:

The Hon'ble JUSTICE BIBEK CHAUDHURI

Date : 25th May, 2023.

[VACATION BENCH]

Appearance:

Mr. Srijib Chakraborty, Adv.

Mr. Aniruddha Mitra, Adv.

...for the petitioners

Mr. Surajit Chakraborty, Adv.

Mr. Subhajoy Sen, Adv.

Dr. Madhusudan Saha Ray, Adv.

..for CESE Ltd.

The Court:- Having heard learned counsel for the parties, this Court is of the view that the instant writ petition can be disposed of here and now on the basis of the documents annexed to the instant writ petition and submissions made by the learned counsel for the petitioners and respondents.

Indisputably, the respondent no.4 was the developer of a premises under the name and style 'Gooptu Apartments and Middleton Associates Pvt. Ltd.' at 4/2 Middleton Street, Kolkata -700071. It is also not in dispute that the respondent no.2 on the basis of an agreement between him and the respondent no.1 and its officers agreed to provide electricity in the said premises.

Now, the respondent no.4 contends that it cannot continue with the responsibility of running high-tension electricity connection because of the fact that most of the directors are now octogenarians and it is not possible for them to run the said high-tension electric line.

Respondent no.4 informed the matter to the petitioners as well as other flat owners. Most of the flat owners agreed to have low-tension (LT) electric line in the said premises. They approached the respondent no.1 CESC for providing LT connection. The respondent no.1 informed through Manager-SBU (Central), CESC Limited that CESC is principally agreeable to provide LT connection on certain terms and conditions mentioned in the said letter.

A bill of Rs.10,83,232/- has also been raised. However, Middleton Court Ad hoc Maintenance Committed wrote a letter on 8th November, 2022 stating some fresh terms and conditions to CESC. CESC naturally is not agreeable to accept such terms and conditions. As per the norms, the electric line will have to be taken on the basis of the terms and agreement in toto as communicated vide letter dated 9th September, 2022.

Mr. Chakraborty, learned advocate for the petitioners, has agreed that the petitioners will comply with the terms and conditions and pay the bills raised by CESC for obtaining low tension electric connection to cater electricity to the flat owners except the condition of providing two rooms for setting up of transformers in the said premises. Obviously, the place is to be selected and provided by the respondent no.4 being the developer.

Under such circumstances, the instant writ petition is disposed of with a direction to the petitioners to deposit the bill raised by CESC within 7 days from

the date of this order. The respondent no.4 will provide required space for establishment of setting up of transformers in the said premises within 14 days from the date of this order, preferably the place where HT transformer is installed.

It is submitted by the learned advocate for CESC that CESC will take care of the issue relating to setting up of L.T. transformer. However, the petitioner no.2, Middleton Court Ad hoc Maintenance Committee will have to comply with the conditions specifically mentioned in clauses (a) and (b) of paragraph 2 of annexure P/6.

The respondent no.4 will ensure providing electricity through CESC during the time the Ad hoc Committee sets up infrastructural requirements for obtaining LT connection.

The entire process shall be concluded within two months. On completion of the formalities, CESC will provide low tension electricity to the flat owners within four weeks thereafter. During this time, the respondent no.4 will ensure electric connection to the flat owners. The petitioners will pay electric charges and to enable the petitioners to pay the sum, the respondent no.4 will provide electricity bill to the petitioners during the interregnum.

(BIBEK CHAUDHURI, J.)