

18
12.03.2024
mb

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No. 2490 of 2024

Sonam Dey

Vs.

The Calcutta Electric Supply
Corporation (India) Limited & Ors.

Mr. Palash Mukherjee,
Ms. Sucheta Mitra
...for the petitioner

Ms. Sreemoyee Mitra
...for the CESC Limited

Mr. Aniket Mitra,
Mr. Kousik Saha
...for the respondent no. 4

1. The petitioner is the wife of the private respondent no. 4. Learned counsel for the petitioner contends that allegations *inter alia* under Section 498A of the Indian Penal Code were levelled against the private respondent. The offences were subsequently compounded and the Memorandum of Understanding has been annexed to the writ petition.

2. Subsequently, due to non-payment of electricity charges, the electricity supply at premises no. 65/1, Bhairab Dutta Lane, where the petitioner is at present physically residing, was disconnected. Since the meter stood in the name of the husband, the CESC Limited (Calcutta Electric Supply

Corporation Limited) adjusted the dues from the security deposit lying with them.

3. The petitioner now wants an independent electricity connection at such premises in her name.

4. Learned counsel appearing for the private respondent no. 4 disputes that the complaints and the offences have been compounded. It is submitted that criminal proceedings are still pending.

5. Learned counsel for the private respondent no. 4 also submits that the private respondent no. 4 has no quarrel with the proposition that an independent electricity connection may be given to the petitioner at premises no. 65/1, Bhairab Dutta Lane. Learned counsel also submits that the amount due from the private respondent no. 4 regarding the electricity connection at 65/1, Bhairab Dutta Lane, has been adjusted with the security deposit and the balance security deposit has been refunded to the private respondent.

6. Learned counsel for the CESC Limited submits that the appropriate procedure would be for the private respondent/husband to apply for restoration of the electricity connection at the said premises. It is further pointed out that there is a subsisting order of the concerned District

Magistrate directing the husband to do so, which has not been complied with.

7. The position as it stands now, as is apparent from the submissions of the parties, is that undisputedly, the outstanding dues of the husband with regard to the connection at premises no. 65/1, Bhairab Dutta Lane, have been adjusted with the security deposit and the balance security deposit has been refunded to the private respondent no. 4-husband. Hence, it cannot be said that the relationship of consumer and licensee between the private respondent no. 4 and the CESC Limited subsists, for all practical purposes.

8. Thus, there cannot be any impediment in the CESC Limited treating the said relationship to have been determined, particularly in view of the private respondent-husband himself submitting through counsel that he has no objection if the petitioner-wife is given an independent electricity connection in her own name at the said premises.

9. In such circumstances, learned counsel for the CESC Limited is also justified in contending that the petitioner, for the sake of formality, has to produce some document to show that she is in occupation of the property.

10. Learned counsel for the petitioner submits that apart from the Memorandum of Understanding entered into between the petitioner and the private

respondent no. 4, all other documents of occupation of the petitioner with regard to 65/1, Bhairab Dutta Lane, Salkia, are lying with the husband at 64, Bhairab Dutta Lane, Salkia, where the husband is residing.

11. As such, the issue of the petitioner's possession can be resolved if the CESC Limited treats the Memorandum of Understanding, annexed at page 25 of the writ petition, as sufficient proof of the petitioner's occupation of 65/1, Bhairab Dutta Lane, P.S.-Golabari, Salkia, Howrah-711106.

12. In any event, the CESC Limited can always satisfy itself upon a visual inspection as to whether the petitioner is in actual occupation of the said premises.

13. Accordingly, W.P.A. No. 2490 of 2024 is disposed of by directing the CESC Limited to hold an inspection to ascertain whether the petitioner is in actual physical possession of 65/1, Bhairab Dutta Lane. Such inspection shall be held within a week from date upon prior notice to the petitioner.

14. Immediately thereafter, if satisfied that the petitioner is in occupation of the property on such visual inspection and treating the Memorandum of Understanding annexed to the writ petition, as prima facie proof of such occupation, the CESC Limited shall issue an offer letter to the petitioner.

15. Upon the petitioner complying with all formalities in that regard, CESC Limited shall give an independent connection to the petitioner in her name, within a fortnight from such compliance by the petitioner.

16. It is made clear that the relationship of consumer and licensee between the CESC Limited and the private respondent no. 4 insofar as the erstwhile connection standing in the name of the private respondent at premises no. 65/1, Bhairab Dutta Lane, P.S.-Golabari, Howrah, shall be deemed to stand hereby terminated.

17. In the event the CESC Limited personnel face any obstruction in giving such connection, it will be open to the CESC personnel to approach the local police station and, if so approached, the Officer-in-Charge/Inspector-in-Charge, as the case may be, of the local police station shall grant such assistance to the CESC personnel at the cost of the petitioner, if necessary, removing any obstruction or hindrance thereto.

18. There will be no order as to costs.

19. 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.)