

D/L.18.
April 24, 2024.
MNS.

WPA No. 6556 of 2024

Mojibur Rahaman
Vs.
The West Bengal State Electricity
Distribution Company Ltd. and others

Mr. Sujit Kumar Ghosh,
Ms. Pataakashree Roy

... for the petitioner.

Mr. Debjit Mukherjee,
Mrs. Susmita Chatterjee

...for the WBSEDCL.

1. The present challenge has been preferred by a cultivator. The petitioner alleges that he has been consuming electricity for operating a submersible pump from the West Bengal State Electricity Distribution Company Limited (WBSEDCL).
2. Whereas the petitioner had been paying bills duly and the last proper bill for the month of March, 2022 was to the tune of Rs.2,822/- only, all on a sudden in the month of April, 2022, an exorbitant bill of Rs.1,50,607.90p was raised by the WBSEDCL.
3. When the petitioner challenged the same before the Grievance Redressal Officer (GRO) and thereafter, being turned down, before the Ombudsman, both the said authorities directed the petitioner to pay the bill but asked

the WBSEDCL to give the petitioner twelve monthly installments. Being so aggrieved, the present writ petition has been preferred.

4. Learned counsel for the WBSEDCL submits, by handing over certain documents, that subsequently break-ups for the relevant period were handed over to the petitioner in terms of the order of the Ombudsman.
5. It is also argued that the specific finding of the Ombudsman is that there is no meter dispute and the consumption shown in the bill of April, 2022 is actual consumption.
6. Learned counsel for the WBSEDCL further argues that the petitioner never took the point of the amounts being time-barred and/or there being a defect in the meter. Rather, the petitioner had sought before the GRO a waiver of the amounts.
7. Learned counsel for the WBSEDCL also hands over a copy of the order of the GRO to underscore his arguments.
8. A perusal of the order of the GRO indicates that during submission, it was recorded that the petitioner had raised a challenge to the enormous amount of outstanding dues raised in the month of April, 2022. However, the petitioner also pleaded to waive off the said outstanding amount so that he can continue

his livelihood by way of cultivation. He also stated that he has been paying the monthly energy bills of his STW connection since the inception of the service connection although such a huge amount has been claimed in the month of April, 2022.

9. This court cannot convince itself from the said recording in the order of the GRO that the petitioner, at any point of time, had conceded the exorbitant claim of the WBSEDCL.

10. In view of the grossly unequal bargaining power between the WBSEDCL, which has the might of the State behind it, and the poor cultivator, that is, the petitioner, the submission of the petitioner requesting waiver so that he can continue his livelihood by cultivation can by no stretch of imagination be taken to be a concession on the part of the petitioner.

11. The Ombudsman, in an insensitive manner in fact, has recorded that there is no meter dispute and the consumption shown in the bill of April, 2022 is actual consumption, without referring to any record or document or material produced by the WBSEDCL in support of its exorbitant bill for the month of April, 2022.

12. The documents handed over by learned counsel for the WBSEDCL today, which are kept on record, indicate that, in gross violation of the Ombudsman's order to supply break-ups of outstanding dues along with payments, the WBSEDCL showed break-ups for a subsequent period, from March, 2023 onwards till February, 2024.

13. Such subsequent period is entire irrelevant in the context and does not at all comply with the order of the Ombudsman at all. Insofar as the relevant period is concerned, in a single phrase the WBSEDCL, in the same document, has mentioned that the outstanding bill for the period between April, 2022 and February, 2023 was Rs.1,78,567/-, without giving any break-up whatsoever.

14. Such enormous and exorbitant hike in the electricity charges within the span of a single month from March, 2022 to April, 2022, from the meager amount of Rs.2,822/- to Rs.1,50,607.94p., is palpably and *ex facie* suspect.

15. It was not for the petitioner, a cultivator by profession and not an electrical professional, to raise points of defects in the meter but the entire burden was on the WBSEDCL, which is deemed to have special knowledge within the

contemplation Section 106 of the Evidence Act, 1872, to show the mode and process by which the claimed amount was arrived at and to disclose the exact rationale behind such exorbitant rise in a single month.

16. The WBSEDCL, in the first place, was also duty-bound to indicate if the said outstanding dues shows in the defective bill of April, 2022 was on account of previous dues, if so for what period, and also the reason as to why such previous dues were not charged at the relevant period, since the petitioner has all along been paying current bills raised by the WBSEDCL all along.

17. In the absence of such considerations, the orders of both the GRO and Ombudsman are palpably vitiated in law as well as facts.

18. Accordingly, WPA No. 6556 of 2024 is allowed on contest, thereby setting aside the impugned orders of the Ombudsman as well as the RGRO.

19. The electricity bill dated April, 2022 indicating the dues of the petitioner to be Rs.1,50,607.94p is hereby quashed and set aside as well.

20. In the event the WBSEDCL seeks to raise bills for previous periods from the petitioner, it would be the incumbent duty of the petitioner

to indicate clearly the exact months for which such outstanding dues are claimed and, in a note in the bill, the WBSEDCL shall also disclose clearly the reason as to why such charges were not levied at the relevant juncture when they became due.

21. That apart, the WBSEDCL shall, within a month from date, hold a detailed inspection to ascertain whether the meter of the petitioner is defective and, if so found, replace the meter immediately thereafter.

22. All consequential action taken by the WBSEDCL pursuant to the impugned orders, including the notice of disconnection, are hereby set aside and quashed as well.

23. There will be no order as to costs.

24. 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.)