

14th May,
2024
(AK)
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W.P.A 13312 of 2024

Sahera Bibi
Vs.
The WBSEDCL and another

Mr. Indranil Halder
...for the petitioner.

Ms. Susmita Chatterjee
...for the WBSEDCL.

1. Affidavit-of-service filed in court today be kept on record.
2. Learned counsel for the petitioner argues that the petitioner applied for a new electricity connection. Thereafter, a quotation was raised and an offer letter issued to the petitioner.
3. The petitioner duly complied. Several months thereafter, the WBSEDCL wrote to the petitioner refusing to give such connection on the alleged ground that outstanding dues are pending in the name of the petitioner's husband.
4. It is argued that the petitioner's husband has an electricity meter in his name in a different plot than the petitioner.
5. Regarding the said meter of the petitioner's husband, a proceeding was initiated for alleged pilferage in the year 2017.

6. It is argued that the WBSEDCL, having accepted the full quotation amount and having sat tight over the matter for a considerable length of time, ought to be precluded now from seeking outstanding dues to be paid by the petitioner for giving the electricity connection.
7. That apart, it is reiterated that if the dues are in respect of a different plot, the outstanding dues cannot be claimed by the WBSEDCL.
8. Learned counsel for the WBSEDCL hands over a set of written instructions and submits that there are huge outstanding dues pending against the petitioner's husband's consumer ID which was detected only at the time of installing PCC poles for giving electricity connection to the petitioner.
9. Clause 13.9 of Regulation 46 of the WBERC provides that for getting new connection for supply of electricity from a licensee an intending consumer shall be required to pay all outstanding dues to the licensee in respect of any other service connection held in his/her name located in the area of supply of the same licensee and he/she shall also be responsible for payment of outstanding charges calculated in a prorated manner, if it is established that he/she has had a nexus with the previous consumer(s) including the purchaser/the new lessee/the new tenant of a property or a portion

thereof in respect of which there are outstanding charges and/or who has/had benefited from non-payment of the aforesaid outstanding dues by the previous consumer(s) to the licensee.

10. Thus, the purview of Clause 13.9 is quite wide, taking within its fold outstanding dues in respect of a service connection not only for the same premises but also in different premises located in the same area of supply of the licensee.
11. It cannot be doubted that the petitioner being the wife of the defaulting consumer, and a part of the same family, since no allegation regarding any strained relationship has been brought on record, there was obvious nexus between the two.
12. Hence, a presumption can very well be taken that non-payment of the aforesaid outstanding dues of the petitioner's husband benefited the petitioner, who is the wife of the defaulting consumer, as well.
13. That apart, the location of the premises within the service area of the same licensee is sufficient for the petitioner/new applicant to be saddled with the outstanding dues as a precondition for getting the new connection.
14. Insofar as the initial raising of quotation and subsequent delay in making such claim on the part of the WBSEDCL is concerned, since the petitioner suppressed the relevant fact of there being

outstanding dues against her husband while making the application, the WBSEDCL is justified in contending that only at the time of giving of the connection they became aware of such outstanding dues for a different plot but in the same service area.

15. Hence, the WBSEDCL was justified in insisting upon prior payment of the outstanding dues before giving electricity connection to the petitioner.
16. Thus, there is no scope of interference.
17. Accordingly, WPA 13312 of 2024 is dismissed on contest without any order as to costs.
18. Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)