

1st May,
2024
(AK)
08

W.P.A 23812 of 2023

Prabir Kumar Saha
Vs.
The West Bengal State Electricity Distribution Company
Limited and others

Mr. Bhagbat Chaudhuri
Mr. M.A. Zinna

...for the petitioner.

Mr. Sujit Sankar Koley

...for the WBSEDCL.

1. Affidavit-of-service fled in court today be kept on record.
2. Learned counsel for the petitioner challenges the order of the Ombudsman affirming that of the concerned Grievance Redressal Officer.
3. It is contended that the WBSEDCL raised exorbitant bills on a particular month, that is, April 20, 2022 apparently on the ground that there was error in the previous meter readings.
4. It is argued that the law is well-settled that the WBSEDCL cannot threaten disconnection in the event there was an error in the previous meter readings, although the amount due may be recovered.
5. Learned counsel for the WBSEDCL argues that the established procedure under Regulation 56 is that

the Ombudsman circulates a draft settlement order.

6. In the event there is any objection on the part of any party, the said objection is to be raised at that juncture.
7. The WBSEDCL in the present case agreed to the draft settlement order of the Ombudsman but the petitioner did not raise any objection.
8. As such, the WBSEDCL raises an objection as to maintainability of the present writ petition on the ground that the petitioner had acquiesced to the order.
9. However, it is equally well-settled that there cannot be any admission against the law. The law has been well-settled by the Supreme Court that in the event there was any error in the previous meter readings, the licensee is entitled to charge such amounts.
10. However, in view of the provisions of Section 56(2) of the Electricity Act, 2003, no threat of disconnection can be issued.
11. The said principle applies in its full rigour in the present case as well, since the period of such faulty meter readings has not been disclosed, raising a presumption that the same was for a period beyond two years preceding the impugned bill.
12. Even if the petitioner did not raise any specific written objection to the draft settlement order of the

Ombudsman, the WBSEDCL, although entitled to recover the amount of outstanding dues raised, is not entitled to disconnect the electricity connection of the petitioner on the ground of non-payment of such outstanding amount.

13. Accordingly, WPA 23812 of 2023 is disposed of without interfering with the impugned order but with the rider that the WBSEDCL shall not be entitled to disconnect the electricity supply of the petitioner for non-payment of the amount of outstanding dues as held by the Ombudsman, although the WBSEDCL shall be fully entitled in law to recover the said amount by way of filing of a civil suit.
14. However, nothing in this order touches the liability of the petitioner to go on paying current bills as raised by the WBSEDCL.
15. There will be no order as to costs.
16. Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)