

Sl. No.11
21.04.2025
Suman
Ct. 15

WPA 3537 of 2025

Kishori Mohan Koner and Anr.
Vs.
The State of West Bengal and Anr.

Mr. Uttiya Ray
Ms. A. Maity
..for the petitioners

Mr. Supriyo Chattopadhyay
..for WBSEDCL

Mr. Subrata Bhattacharya
..for respondent nos. 5&6

Mr. Shehnaz Tareq Mina
Ms. Tithi Paul
..for the State

Undoubtedly, the allegations made by the petitioners are of a serious nature.

The petitioners claim to have owned a rice mill, for which an electricity connection was provided by the West Bengal State Electricity Distribution Company Limited (WBSEDCL). The rice mill was subsequently sold to respondent Nos. 5 and 6 through a registered sale deed. Following this, the petitioners applied to WBSEDCL for a refund of the security deposit in excess of Rs. 19,00,000 (Rupees Nineteen Lakh). WBSEDCL, however, declined to refund the security deposit, stating that the relevant meter had already been transferred to the name of the subsequent purchasers, i.e., respondent Nos. 5 and 6.

It appears that to effect the transfer, WBSEDCL relied upon an application submitted by respondent No. 5 requesting the transfer of the electricity meter without security deposit, with the consent of petitioner No. 1.

The petitioners, however, contend before this Court that the signature of petitioner No. 1 was forged by respondent Nos. 5 and 6. Furthermore, it is argued that the rice mill was jointly owned by petitioner Nos. 1 and 2, and as such, the transfer of the electricity connection could not have been effected with the consent of petitioner No. 1 alone.

The learned advocate for the petitioners submits that the 'no objection certificate' produced before WBSEDCL is incomplete, as several sections of the prescribed form were left blank. Additionally, it is submitted that it was the obligation of WBSEDCL to verify the signature of petitioner No. 1 from the relevant sale deed and to consult with the petitioners to confirm whether they had consented to the transfer of the meter to respondent Nos. 5 and 6.

Respondent Nos. 5 and 6 deny the allegations made by the petitioners.

Respondent Nos. 5 and 6 contend that since the rice mill was purchased from the petitioners, it is presumed that the electricity connection was transferred along with the sale of the rice mill. Therefore, they argue, the

transfer of the electricity meter to their name did not require further security deposit.

The learned advocate for WBSEDCL asserts that this is a dispute between the petitioners and respondent Nos. 5 and 6.

The learned advocate for the State submits that, based on the complaint lodged by the petitioners, a case has been registered as Memari P.S. Case No. 142/24 dated 18.02.2025 under Sections 318(4)/338/351(2)/316(2)/3(5) of BNS.

I am of the, prima facie, view that the transfer of the relevant meter in question could only have been effected with the consent of the petitioners. The allegation of the forged signature of petitioner No. 1 is undoubtedly serious, and it warrants investigation by the competent authority. As the facts outlined above cannot be adjudicated by this Court, I deem it appropriate to refer the matter to the concerned Grievance Redressal Officer.

The petitioners are at liberty to file a complaint with the relevant Grievance Redressal Officer within one month from the date of this order to address their grievances. Upon such an approach, the Grievance Redressal Officer shall adjudicate and resolve the dispute within one month thereafter. In reaching a decision, the Grievance Redressal Officer must provide an opportunity for the petitioners, the representatives of WBSEDCL, and respondent Nos. 5 and 6 to be heard.

Accordingly, **WPA 3537 of 2025** is disposed of.

Urgent photostat certified copy of this order, if applied for, be supplied to the learned advocates for the parties on usual undertakings.

(Kausik Chanda, J.)