

IN THE HIGH COURT AT CALCUTTA
(Constitutional Writ Jurisdiction)
APPELLATE SIDE

Present:

The Hon'ble Justice Krishna Rao

WPA No. 6074 of 2025

Mir Hossain Alanur

Versus

West Bengal State Electricity Distribution

Company Limited & Ors.

Mr. Surya Prasad Chattopadhyay

Mr. Arjun Samanta

Mr. Ankit Chatterjee

Ms. Trishtrya Mancherji

.....For the petitioner.

Mr. Asif Dewan

.....For WBSEDCL.

Hearing Concluded On : 17.11.2025

Judgment on : 27.11.2025

Krishna Rao, J.:

1. The issue in the present writ application whether the subsequent purchaser is liable to pay the pending electric consumption charges of the previous owner for obtaining new electric connection.
2. The petitioner along with his brother, namely, Md. Alamgir Hossain Alanur jointly purchased the land measuring an area of 05.25 decimals situated in L.R. and R.S. Dag No. 332, Mouza- Kalijug Biswanathpur, JL No. 81, Police Station Deganga, District- North 24 Parganas by way of a Sale Deed dated 7th June, 2024 being deed No. 151005760 of 2024 registered with the Additional District Sub Registrar, Deganga. The land measuring an area of 0.02 acres out of total area 05.25 decimals mutated in the name of the petitioner in the Records of Rights.
3. After mutation of the said property in the name of the petitioner, the petitioner had been to the office of the respondents for grant of new electric connection in the name of the petitioner but the respondents refused to accept the application of the petitioner on the pretext that the previous owner has arrears of electricity bill which need to be cleared first. The respondents have handed over the bill in the name of erstwhile owner for payment of dues of the arrears of electricity charges.
4. Mr. Surya Prasad Chattopadhyay, Learned Advocate representing the petitioner submits that thereafter, the petitioner made an online application for a new electricity connection and paid all necessary

charges but inspite of the same, the respondents have not provided electricity connection in the premise of the petitioner.

5. Mr. Chattopadhyay submits that it is a settled position of law that subsequent occupier of the premises is not liable to pay the dues of his predecessors-in-title or possession unless nexus between the two is proved. He submits that the petitioner is only the purchaser of the property in question and there is no nexus between the petitioner and the previous owner.
6. Mr. Chattopadhyay submits that it is an obligation on the part of the respondents to provide electric connection in the premises of the petitioner as the electricity is an essential service and the same cannot be denied by the authority. He submits that the petitioner without electricity is facing great difficulties.
7. Mr. Chattopadhyay submits that the seller has executed an undertaking stating that, if any, problem arises from the electric office in future with the said meter, the seller has full responsibility and he will solve the problem. He submits that from the sale deed itself reveals that there is no nexus between the petitioner and the seller.
8. In support of his submissions, he has relied upon the judgment in the case of ***West Bengal State Electricity Distribution Company Limited and Others Vs. Transmission and Distribution (India) Limited*** reported in ***2023 SCC OnLine Cal 667*** and submits that in the said case also the Hon'ble Division Bench of this Court held that

the sale deed did not contained any condition for payment of outstanding dues of the previous owner nor has proved any nexus between the writ petitioner and the previous owner. It is held that in terms of the Regulation, the nexus is required to be established.

9. Mr. Chattopadhyay has further relied upon the judgment in the case of ***Moumita Ghosh Vs. West Bengal State Electricity Distribution Company Limited and Others*** reported in ***2022 SCC OnLine Cal 3014*** and submits that there was no question of the purchaser deriving any benefit from the default or having any nexus with the purchasers.
10. Mr. Asif Dewan, Learned Advocate representing the respondent nos. 1, 2 and 3/ W.B.S.E.D.C.L. submits against the respondent no. 4, the previous owner of the property there is an allegation of hooking electricity and for the same the total dues including late payment surcharges is Rs. 1,55,269/- is pending. The electric connection was disconnected on 23rd November, 2023 and on the same day at Deganga Police Station Case No. 613 of 2023 was initiated against the respondent no. 4.
11. Mr. Asif Dewan submits that the petitioner purchased the property on 7th June, 2024, and another agreement was entered between the parties wherein it is recorded that the previous owner shall handle with the dispute relating to electricity which reveals that the petitioner had the nexus with the previous owner with respect to the payment of pending dues.

- 12.** Mr. Dewan submits relied upon Clause 13.9 of the West Bengal Electricity Regulatory Commission and submits that if it is established that the petitioner had a nexus with the previous owner/consumer, the new tenant of a property has the liability to pay the outstanding dues of the previous owner.
- 13.** Mr. Dewan further relied upon Clauses 4.6.1 and 4.6.4 of the West Bengal Electricity Regulatory Commission and submits that if the power supply to any consumer remains disconnected continuously for a period of 180 (one hundred and eighty) days where the disconnection has been effected in compliance with any of the provisions of the Act or Regulations, the agreement of the licensee with the consumer for supply of electricity shall be deemed to have been terminated with consequential effect on expiry of the said period of one hundred and eighty days. He submits that the new service connection can only be provided in the same premises if the outstanding dues against the deemed terminated consumer is cleared along with the late payment surcharge.
- 14.** Mr. Dewan submits that in the present case it is clear that the petitioner had the nexus with the previous owner for which a separate agreement was executed between the parties wherein the previous owner has taken the responsibility that if any problem will occur; the previous owner will solve the problem.

- 15.** The petitioner has purchased the property along with his brother by way of a registered Sale Deed dated 7th June, 2024. The premises wherein the electric connection is required is mutated in the name of the petitioner. In the said premises, there was an electric connection in the name of the previous owner of the property. On 23rd November, 2023, a case is initiated against the previous owner by the police authority on the allegation of pilferage of energy. The amount of pilferage of energy along with other outstanding dues against the previous owner is Rs. 88,728/- and assessed LPSC of Rs. 66,541/- as on 13th March, 2025, in total Rs. 1,55,269/-. The electric connection of the previous owner was disconnected on 23rd November, 2023. The petitioner purchased the property on 7th June, 2024. The supply stood disconnected for more than 180 days from the date of purchase of the property by the petitioner.
- 16.** In terms of Regulation 4.6.1, there was deemed termination of agreement since the supply was disconnected for more than 180 days. Regulation 4.6.4 requires “any consumer” to clear the outstanding dues of the premises to be eligible for grant of service connection. In the present case, the petitioner cannot be considered a “consumer” unless an agreement has entered into with the distribution company. In the case of ***Isha Marbles Vs. Bihar State Electricity Board*** reported in **(1995) 2 SCC 648**, the Hon’ble Supreme Court held that:

“No doubt, from the tabulated statement above set out, the auction purchasers came to purchase the property after disconnection but they cannot be

“consumer or occupier” within the meaning of the above provisions till a contract is entered into”.

- 17.** The petitioner cannot be termed as a “consumer” unless an agreement has entered into with the distribution company.
- 18.** As regard to the nexus is concern, the electric connection was disconnected on 23rd November, 2023 and the petitioner has purchased property by way of sale deed dated 7th June, 2024. As on 23rd November, 2023, dues were pending against the previous owner. In the sale deed, there is no mention or any clause that due to the outstanding dues or arears of electricity charges, the previous owner has reduced the total sale price of the property or the purchaser is liable to pay any outstanding dues. By way of an undertaking, the respondent no. 4 has taken responsibility that if in future any problem arises with respect to the said meter, the respondent no.4 will solve the problem. The said undertaking cannot be said that there is any nexus between the petitioner and the previous owner.
- 19.** The petitioner is not a consumer of the respondent no.1 as there is no contract entered between the petitioner and the respondent no.1. The respondent nos. 1 to 3 had also failed to establish that there is any nexus between the petitioner and the respondent no.4 as the electric connection was disconnected on 23rd November, 2023 and the petitioner purchased the property on 7th June, 2024.

- 20.** In view of the above, the demand of the respondent nos. 1 to 3 for payment of outstanding dues of the previous owner by the petitioner for grant of new electric connection to the petitioner is not justifiable.
- 21.** The respondent nos. 2 and 3 are directed to provide new electric connection to the petitioner within four (4) weeks on compliance of all formalities by the petitioner.
- 22. WPA No. 6074 of 2025 is allowed.**

Parties shall be entitled to act on the basis of a server copy of the Judgment placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities.

(Krishna Rao, J.)