

26.11.2025
Court No.13
Item No.5
AP

**MAT 1671 of 2022
With
CAN 1 of 2022**

**West Bengal State Electricity Distribution Company
Limited and Ors.
Vs.
Moumita Ghosh**

Mr. Srijan Nayak
Mrs. Rituparna Maitra

.... For the WBSEDCL.

1. Despite service of notice, the respondent/petitioner is not represented. Affidavit of service filed in Court today is taken on record.

2. The petitioner/respondent and her husband purchased a property from one Syed Masud Ali by a registered deed dated 23rd September, 2021. They applied for fresh electricity connection from the appellant/licensee.

3. On 29th December, 2021 the appellant/licensee communicated to the writ petitioner that there were outstanding electricity dues to the extent of Rs.56,79,649/- in respect of the said property. The respondent/petitioner refused to pay and the appellants consequently refused to give electricity connection to the respondent/petitioner.

4. The consumer approached the writ Court by way of a writ petition being WPA 3241 of 2022, which was allowed on the ground that no nexus was established

between the writ petitioner/respondent and the erstwhile consumer. It was also held by the Single Bench that electricity dues do not form a charge over the property in question.

Learned counsel for the appellants, Mr. Srijan Nayak, relies upon decisions of the Supreme Court in the case of ***K.C. Ninan Vs. Kerala State Electricity Board*** reported in ***(2023) 14 SCC 431*** and ***Paschimanchal Vidyut Vitran Nigam Limited Vs. DVS Steels and Alloys Private Limited*** reported in ***(2009) 1 SCC 210*** and submits that there is a presumption of nexus between the subsequent purchaser and a defaulting licensee particularly when the property was being sold at a value much less than the market rate as in the instant case the market rate was Rs.1 Crore and the property was purchased by the petitioner/respondent at Rs.40 lacks.

5. In ***Paschimanchal Vidyut Vitran Nigam Limited (supra)*** the Hon'ble Supreme Court held that the licensee/distributor can either insist on payment of past dues on the basis of statutory rules or on a stipulation that can be made by itself. The said decision has been reiterated and affirmed by a Three Judge Bench of the Hon'ble Supreme Court in paragraphs 324 to 327 of the decision of the ***K.C. Ninan (supra)***.

6. However, the Supreme Court has suggested waiver of the interest portion for the prolonged delay for

which a bona fide purchaser or an auction purchaser may not be liable.

7. This Court in an unreported decision dated 7th March, 2010 in MAT 178 of 2010 has also reiterated that the right of a licensee to recover past electricity dues from a subsequent purchaser of a property.

8. Having regard to the above, this Court is of the view that the Single Bench may have committed error in taking the view as it has in the impugned order dated 27th September, 2022. The impugned order is set aside.

9. For the reasons stated hereinabove, it is declared that the appellants shall be entitled to recover electricity dues of the previous owner from the writ petitioner/respondent albeit without interest from the date of accrual thereof if the writ petitioner/respondent pays off the said dues within a period of one month from date. In default, the said dues shall carry interest at the rate of seven percent per annum till the date of actual payment for the period of one month to commence.

10. The appellant shall communicate a copy of this order to the respondent/petitioner and the postal receipt thereof shall be deemed to be the date of commencement of the period of one month as indicated hereinabove.

11. With the aforesaid directions, the instant appeal is disposed of. Consequently, connected application being CAN 1 of 2022 is also disposed of.

12. There shall be no order as to costs.

13. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)

(Ajay Kumar Gupta, J.)