

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

Present:

The Hon'ble Justice Krishna Rao

W.P.O. No. 296 of 2025

Ms. Hsieh Meek Kim

Versus

The Calcutta Electricity Supply Corporation Ltd.
(CESC Ltd.) & Ors.

With

W.P.O. No. 819 of 2025

Mr. Niket Saraf & Anr.

Versus

CESC Limited & Ors.

Mr. Saumyen Datta

Mr. Bidish Ghosh

Mr. Tapan Sil

Mr. A. Bhar

.....For the petitioner in WPO/296/2025
and the respondent no. 6 in
WPO/819/2025.

Ms. Susmita Biswas Chowdhury

... For the State in WPO/296/2025.

Mr. Soumabho Ghosh

Mr. Varun Kothari

Mr. Nikunj Berlia

Mrs. Urvashi Jain

Mrs. Arfa Jabeen

.....For the respondent nos. 6&7 in
WPO No. 296/2025 and for
petitioner in WPO/819/2025.

Ms. Sukla Das Chandra

... For the State in
WPO/819/2025.

Mr. Subir Sanyal

Mr. Soham Sanyal

.....For CESC in
both the writ petitions.

Hearing Concluded On : 28.11.2025

Judgment on : 01.12.2025

Krishna Rao, J.:

1. The petitioner in WPO No. 296 of 2025 has filed the writ application praying for a direction upon the respondents to give electric connection in the flats of the petitioner though a Low Tension connection on usual payment in the residential-cum-commercial apartments, situated within the Kolkata Municipal Corporation in holding No. 63, Rafi Ahmed Kidwai Road, Kolkata - 700016. One Prabha Devi Saraf, the

private respondent no. 7 herein is having 50% right of ownership along with two other persons jointly having rest 50% of ownership.

- 2.** The petitioner has purchased the entire share of Prabha Devi Saraf in the two (2) flats being Flat Nos. 4 and 5 at the first floor by way of registered conveyance deed in the year 2021. One Niket Saraf, the private respondent no. 6 claiming himself to be the son of the private respondent no. 7, continues to function as caretaker and manager of the affairs of the said apartment. The entirety of the said apartment receives electricity through High Tension Commercial line (HT-COMM line) provided by the CESC Ltd., the respondent no. 1 herein. The flats do not have individual meters, instead the electricity is provided through sub-meters from High Tension Commercial line provided in the said apartment, which the respondent nos. 6 and 7 are currently in-charge of the same.
- 3.** Mr. Saumyen Datta, Learned Advocate representing the petitioner submits that there is a dispute between the petitioner and the respondent nos. 6 and 7 regarding the payments of electricity and other amenities. The respondent no. 6 and 7 stopped the electric connection of the two flats of the petitioner. The petitioner has applied for grant of a new connection and new meter in her name exclusively before the respondent no. 1 on 19th October, 2024 through online portal of the respondent no. 1. The petitioner has received a communication from the respondent no. 5 on behalf of the respondent no. 1 on 9th November, 2024 wherein the application filed by the petitioner for grant

of new connection was rejected on the ground that there already exists a HT Line at the said premises.

- 4.** Mr. Datta submits that despite of payment of entire electricity bills, the respondent nos. 6 & 7 has deliberately withheld the electricity bills since the month of February, 2025, and despite of repeated requests, the respondent nos. 6 & 7 started demanding arbitrary amounts without raising any proper electricity bill. He submits that there is a disagreement between the petitioner and the respondent nos. 6 & 7 over the sum of payment of the maintenance and utility charges, though the petitioner has paid electricity consumption charges till the month of March, 2025. Despite payment of the electrical charges, the respondent nos. 6 & 7 has disconnected the electric supply of two flats of the petitioner on 18th March, 2025 at 07.00 p.m. without any prior notice to the petitioner. Immediately, the petitioner has served a notice to the respondent no. 6 on 19th March, 2025, requesting for restoration of electric connection but the respondent nos. 6 & 7 failed to restore the electric connection.
- 5.** Mr. Soumabha Ghosh, Learned Advocate representing the respondent nos. 6 and 7 submits that the petitioner is liable to pay monthly rent, parking charges, maintenance charges, utility charges and electric charges for the occupation of the said property. He submits that the respondent no. 6 is responsible for maintaining and managing the said premises and had duly raising bills on the petitioner as well as the

others for rent, parking fees, maintenance charges, utility charges, electric charges as applicable.

- 6.** Mr. Ghosh submits that the petitioner is habitual defaulter in payments of bills raised by the respondent nos. 6 & 7. Time and again, the respondent nos. 6 & 7 had to issue demand notices for the petitioner for payment of the outstanding dues. The premises receive electricity through a single HT Commercial Line in the name of the respondent no. 6 provided by the respondent no.1. The occupants of the said premises do not have individual meters, instead the electricity is provided through sub-meters from the HT Commercial Line provided in the said unit. He submits that the respondent no. 7 is the designated agent of the supply company and is legally responsible for ensuring timely payments. The respondent no. 7 used to raise electricity bills on the petitioner by calculating the meters reading as shown in their sub-meter multiplied with the calculated applicable unit rate. The respondent no. 7 says that from the month of March, 2024, the petitioner failed to pay the dues to the respondent no. 7 as per the bill raised by the respondent no.7.
- 7.** Mr. Ghosh submits that till the month of May, 2025, an amount of Rs. 2,33,342/- was due and payable by the petitioner being the electricity charges, utility charges, maintenance charges and parking charges. He further submits that the petitioner has also failed to maintain the adequate security deposit and there is a shortfall of Rs. 85,000/- for the security deposit. He submits that as the petitioner failed to pay the

outstanding dues inspite of several requests, the respondent no. 6 and 7 have initiated a Civil Suit before the Learned 5th Bench, City Civil Court at Calcutta being Money Suit No. 438 of 2025 praying for recovery of an amount of Rs. 3,18,342/- along with interest @ 18% per annum.

- 8.** Mr. Ghosh submits that the petitioner is defaulter in paying the outstanding dues and to avoid make payment, has applied for grant of new separate Low Tension supply but the same cannot be provided as there is an existing HT Commercial line to the said premises and if a separate LT Line is provided, that would amount to splitting of load on the said premises which is not permissible.
- 9.** By an order dated 24th September, 2025, this Court directed the respondent no. 6 and 7 to restore the electricity connection to the petitioner within 72 hours from the date of the order. The petitioner is directed to continue to make payments to the respondent no. 6 and 7 based on the reading of the sub-meters assigned to the petitioner. This Court directed the officials of the CESC to inspect the premises within 96 hours from the date of order and if it is found that during the inspection of the electricity has not been restored, the CESC officials shall disconnect the supply registered in the name of the respondent no. 7.
- 10.** In compliance of the order, the officials of the CESC has visited the premises and found that the electric connection has not been restored

and accordingly on 13th October, 2025, the HT supply of the respondent no. 7 was disconnected with the intimation to the respondent no. 7. After the disconnection, the respondent nos. 6 and 7 have filed a writ application being WPO No. 819 of 2025 praying for a direction upon the respondent nos. 1 to 5 i.e. the CESC Limited and its officials for restoration of HT electricity connection standing in the name of the respondent no. 7 (petitioner no. 1 in WPO No. 819 of 2025).

- 11.** The petitioner has submitted a chart with regard to the proof of payments and submits that since the month of August, 2024 till the month of March, 2025, the petitioner has paid the electricity charges. By refereeing the said chart, it is submitted that an amount of Rs. 3,236/- is lying in excess with the respondent no. 7.
- 12.** This Court finds that there is a disputed question of fact with regard to the payment of outstanding dues by the petitioner to the respondent no. 7. The respondent no. 6 filed a Civil Suit against the petitioner for recovery of the outstanding amount against the petitioner. As the respondent no. 7 failed to comply with the order passed by this Court dated 24th September, 2025 by not providing the electricity to the petitioner, the respondent no. 1 and its officials have disconnected the HT electric connection of the respondent no. 7 on 13th October, 2025.
- 13.** The CESC Ltd. has provided the details of pending dues against the respondent no. 7 wherein it reveals that the total outstanding is Rs.

7,36,387.54 plus DPS as applicable along with the Additional Security Deposit of Rs. 1,64,654/- and Reconnection charges of Rs. 600/-.

- 14.** Mr. Ghosh, Learned Advocate for the respondent nos. 6 & 7 submits that the respondent no. 7 will pay 50% of the outstanding dues along with additional security deposit and the reconnection charges to the CESC Ltd. immediately and the balance 50% of the principal dues shall be paid within 45 days in two (2) installments. He further submits that the petitioner has already paid Rs. 3 lakhs to the respondent no. 1 and will pay further Rs. 1 lakh by tomorrow.
- 15.** In view of the above, the respondent no. 7 is directed to pay the 50% of the total principal dues i.e. Rs. 3,68,194/- and Rs. 1,64,654/- being the Additional Security Deposit and Reconnection charges of Rs. 600/- to the CESC Ltd. within 24 hours from date and the remaining balance 50% i.e. Rs.3,68,194/- of the total principal dues shall be paid in two (2) equal installments within 45 days from date. The respondent no. 7 shall continue to pay the monthly electricity charges to the CESC Ltd. as per the bill raised by the CESC Ltd. without any default. If the CESC limited is found that the respondent no. 7 is in default in paying the current monthly electric charges as well as the 50% of the total principal dues, the CESC Ltd. shall immediately disconnect the HT Commercial connection of the respondent no. 7.
- 16.** With regard to outstanding dues of the petitioner, the same is the subject-matter of the Civil Suit pending before the Learned Civil Court

between the respondent nos. 6 and 7 and the petitioner, thus disputed question of fact cannot be decided by this Court. This Court by an order dated 24th September, 2025, directed the respondent nos. 7 for restoration of the electric connection of the petitioner but till date, the respondent nos. 6 and 7 have not restored the said electric connection, accordingly, the respondent nos. 6 and 7 directed to restore the electric connection of the petitioner within 24 hours when the respondent no. 1 restored the electric connection of the respondent no. 7. The petitioner is directed to pay the electricity charges to the respondent no. 7 continuously without any default as per demand raised by the respondent no. 7. The remaining dispute shall be divided by the Learned Civil Court in its own merit without any influence of any observation made in this order.

17. WPO No. 296 of 2025 and WPO No. 819 of 2025 are disposed of.

(Krishna Rao, J.)