

Item No. 5
02.7.2026
Court. No. 12
Cp/Gb

MAT/915/2026
With
CAN/1/2026,
CAN/2/2026

HANU POLYMERS PRIVATE LIMITED AND ANR
VS
THE WEST BENGAL STATE ELECTRICITY BOARD
AND ORS.

Ms. Sonal Shah
Mr. Kushagra Shah
Ms. Rittwika Banerjee

.....for the appellants.

Mr. Sumit Kumar Panja
Mr. Sumit Ray

.....for the WBSEDCL.

1. CAN 1 of 2026 is an application for condonation of delay of 7 days in filing the appeal.
2. Considering the averments in paragraphs 6 to 11 of the said application, we are satisfied that the delay has been explained properly. Accordingly, the delay is condoned.
3. CAN 1 of 2026 is allowed.
4. Let the appeal be regularized.
5. The appeal arises out of an order dated April 6, 2026, passed in WPA 9052 of 2024. By the order impugned, the learned Judge dismissed the writ petition, inter alia, holding that the scheme framed by the West Bengal Electricity Regulatory Commission under Section 22(I) of the Electricity Regulatory Commission

Act, 1998, with regard to concession, shall not be available to the appellants, as the appellants were defaulters for three consecutive billing months, namely, August 1999, October 1999 and November 1999.

6. The appellants have raised objections to the said decision of His Lordship on the ground that the default was not consecutive. Secondly, the Circular of 1999 was revised in 2001. The relevant clause of 2001 circular which is quoted below, provides that, in case of default in payment of electricity bills within due date of payment during the availability period of concession, the consumer would lose concession in energy charge for that particular billing period only.

“If the industries eligible for concession in the energy charge in terms of Clause (a), (b) and (c) mentioned hereinbefore, default in payment of electricity bills within due date of payment during the availability period of concession, they will lose concession in the energy charge for that particular billing period only.”

7. Mr. Panja, learned senior advocate for the WBSEDCL submits that the contractual load of the appellant was 11 KVA and the rate at which the concession was being claimed, did not apply to the said industry. Mr. Panja further contends that the 1999 circular stipulated that the concession granted would stand withdrawn, without notice to the consumer if the consumer defaulted in payment of current monthly bills and outstanding if any, for a period of three months during the period of three to six years as the

case may be, during which concession was available. Reference was made to the affidavit-in-opposition filed by the WBSEDCL to support such contention. It was stated that, in view of the tariff order dated December 7, 2001 issued by the West Bengal Electricity Regulatory Commission for different categories of consumers for the year 2000-01, 2001-02, the appellant could not avail of the benefit because the appellant ceased to get any concession beyond November 1999 on the ground of default in making payment of monthly energy bills within due date, in respect of August 1999, October 1999 and November 1999.

8. According to the WBSEDCL, once the appellant had ceased to enjoy the benefit of the concession, the right to enjoy such concession could not be revived in 2001. The WBSEDCL contended that the enjoyment of concession was up to November 1999 and not beyond, in term of the 4th paragraph of Clause (b) of the 1999 circular.
9. In our view, the learned Judge has failed to afford reasons as to why the 2001 circular will not be applicable to the appellant. Moreover, we find that the default was not for three consecutive months. In the 2001 circular, it has been clarified that, in case of default in payment of the consumption bills for three consecutive months, the concession will be withdrawn without notice to the consumer for that

billing period only. Thus, an interpretation of 1999 circular and 2001 circular is required and the averments of the WBSEDCL in paragraphs 4(d), (e), (f) and 11 of their Affidavit-in-Opposition are relevant for consideration of the appellants' case. On the other hand, the appellants rely on certain documents to show that there were no dues. The payments had been made. This matter needs further adjudication. The order impugned is set aside and the matter is remanded to the writ court for adjudication on the issues which we have pointed out hereinabove.

10. Accordingly, the appeal and the connected application are disposed of.

11. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)

(Smita Das De, J.)