

Ct No.10
AD- 14-36
18.09.2025
(SSS)

WPA No. 14688 of 2022
IA No: CAN 1 of 2022
CAN 2 of 2023
CAN 3 of 2025
H P Ispat Private Limited and another
Vs.
West Bengal Electricity Regulatory
Commission and others
With
WPA No. 14691 of 2022
CAN 1 of 2023
HMB Ispat Pvt. Ltd. and another
Vs.
West Bengal Electricity Regulatory
Commission and others
With
WPA No. 14704 of 2022
IA No: CAN 1 of 2022
CAN 2 of 2023
CAN 3 of 2025
Debanjan Hard Coke Pvt. Ltd and another
Vs.
West Bengal Electricity Regulatory
Commission and others
With
WPA No. 14709 of 2022
IA No: CAN 1 of 2022
CAN 2 of 2023
CAN 3 of 2025
Alishan Steels Private Limited and another
Vs.
West Bengal Electricity Regulatory
Commission and others
With
WPA No. 14722 of 2022
IA No: CAN 1 of 2022
CAN 2 of 2023
CAN 3 of 2025
Shreesatya Steel and Power Private
Limited and another
Vs.
West Bengal Electricity Regulatory
Commission and others
With
WPA No. 14728 of 2022
IA No: CAN 1 of 2022
CAN 2 of 2023

CAN 3 of 2025

Jai Venktesh Concast Private Limited
and another

Vs.

West Bengal Electricity Regulatory
Commission and others

With

WPA No. 14763 of 2022

IA No: CAN 1 of 2022

CAN 2 of 2023

CAN 3 of 2025

Jai Ambey Metals Private Limited and
another

Vs.

West Bengal Electricity Regulatory
Commission and others

With

WPA No. 14764 of 2022

IA No: CAN 1 of 2022

CAN 2 of 2023

CAN 3 of 2025

Shree Ramdoot Rollers Private Limited
and another

Vs.

West Bengal Electricity Regulatory
Commission and others

With

WPA No. 14765 of 2022

IA No: CAN 1 of 2022

CAN 2 of 2023

CAN 3 of 2025

Sumangal Ispat Private Limited and
another

Vs.

West Bengal Electricity Regulatory
Commission and others

With

WPA No. 14768 of 2022

IA No: CAN 1 of 2022

CAN 2 of 2023

CAN 3 of 2025

Expandable Enterprise Private Limited and
another

Vs.

West Bengal Electricity Regulatory
Commission and others

With

WPA No. 14769 of 2022

IA No: CAN 1 of 2022

CAN 2 of 2023

CAN 3 of 2025

Shree Waris Piya Steel Company Private
Limited and another

Vs.
 West Bengal Electricity Regulatory
 Commission and others
 With
 WPA No. 14827 of 2022
 IA No: CAN 1 of 2022
 CAN 2 of 2023
 CAN 3 of 2025
 Ruhr Ispat Private Limited and another
 Vs.
 West Bengal Electricity Regulatory
 Commission and others
 with
 WPA No. 14832 of 2022
 IA No. CAN 1 of 2022
 CAN 2 of 2023
 Venky Hi Tech Ispat Pvt. Ltd. and another
 Vs.
 West Bengal Electricity Regulatory
 Commission and others
 With
 W.P.A. 15130 of 2022
 CAN 2 of 2022
 CAN 3 of 2022
 CAN 4 of 2022
 CAN 5 of 2023
 Purulia Metal Casting Pvt. Ltd. and another
 Vs.
 West Bengal Electricity Regulatory
 Commission and others
 With
 W.P.A. 15332 of 2022
 CAN 2 of 2022
 CAN 3 of 2023
 Haldia Steels Private Limited and another
 Vs.
 West Bengal Electricity Regulatory
 Commission and others
 With
 W.P.A. 15464 of 2022
 CAN 1 of 2023
 CAN 2 of 2025
 H.R. Inspat Private Limited & Anr.
 Vs.
 West Bengal Electricity Regulatory
 Commission & Ors.
 With
 W.P.A. 15587 of 2022
 CAN 1 of 2022
 CAN 2 of 2023
 CAN 3 of 2025
 Surya Alloy Industries Limited & Anr.
 Vs.
 West Bengal Electricity Regulatory

Commission & Ors.
 With
 W.P.A. 15590 of 2022
 C.A.N. 1 of 2022
 CAN 2 of 2023
 CAN 3 of 2025

Metsil Exports Private Limited & Anr.
 Vs.

West Bengal Electricity Regulatory
 Commission & Ors.

With
 W.P.A. 16139 of 2022
 CAN 1 of 2023
 CAN 2 of 2025

Calster Sponge Limited & Anr.
 Vs.

West Bengal Electricity Regulatory
 Commission & Ors.

With
 W.P.A. 16141 of 2022
 CAN 1 of 2023
 Xpro India Limited & Anr.

Vs.
 West Bengal Electricity Regulatory
 Commission & Ors.

With
 W.P.A. 16836 of 2022
 CAN 1 of 2023
 CAN 2 of 2025

Maha Gauri Strips Private Limited & Anr.
 Vs.

West Bengal Electricity Regulatory
 Commission & Ors.

With
 W.P.A. 17116 of 2022
 CAN 1 of 2023
 CAN 2 of 2025

Srinivasa Ferroy Alloys Limited & Anr.
 Vs.

West Bengal Electricity Regulatory
 Commission & Ors.

With
 WPA No. 23002 of 2022
 CAN 1 of 2025

Shreevardhana Metaliks Pvt. Ltd. and
 another

Vs.
 West Bengal Electricity Regulatory
 Commission and others

Mr. S. N. Mookherjee, Ld. Sr. Adv.,
 Mr. Rajarshi Dutta,

Mr. Subhrojyoti Mookherjee,
Mr. Prasum Mukherje,
Mr. Deepak Agarwas

...for the DVC.

Mr. Jaydip Kar, Ld. Sr. Adv.,
Mr. Tanoy Chakraborty,
Mr. Siddharth Shroff

...for the petitioners in WPA 15587 of 2022.

Mr. Tanoy Chakraborty,
Mr. Siddharth Shroff

...for the petitioners in WPA 14688 of 2022 &
WPA 15590 of 2022.

Mr. Siddharth Shroff

...for the petitioners in WPA 14709 of 2022,
WPA 14765 of 2022,
WPA 14768 of 2022
&
WPA 14827 of 2022.

Mr. Tanoy Chakraborty,
Mr. Abhijit Sarkar,
Mr. Shayak Mitra

....for H.R. Ispat Limited in WPA 15464 of 2022.

Mr. Tanoy Chakraborty,
Mr. Debsoumya Basak

....for the petitioner in WPA 15332 of
2022, WPA 17116 of 2022 and WPA
23002 of 2022.

1. The supplementary affidavits along with the affidavits-of-service filed today be kept on record.
2. In the present set of matters, interim orders were passed restraining the DVC from realizing the arrear dues for power consumption for the periods 2018-2019 and 2019-2020.
3. Learned senior counsel appearing for the applicants in the vacating applications contends that

several authorities have passed orders to the effect that the stay order was made conditional on 50% of the arrears claimed under the impugned notice being paid within three months from the date of grant of the interim orders. In addition thereto, post-dated cheques covering the balance 50% was directed to be paid within seven days from that date subject to bank guarantees being furnished for the said 50% within three months. Upon furnishing of the bank guarantees, the post-dated cheques were to be returned to the respective writ petitioners.

4. Learned senior counsel places reliance on orders to that effect passed by the Appellate Tribunal for Electricity (APTEL) in respect of the period 2017-2018. Similar orders were also passed by APTEL for the period 2018-2019 and 2019-2020. Insofar as the period 2017-2018 is concerned, a Division Bench of this court, while hearing a bunch of appeals against orders passed by the writ courts, also passed interim orders in similar tune, which was upheld by the Supreme Court, by extending the time for putting in the deposits and the bank guarantees.

5. Learned senior counsel points out that the very premise of grant of stay in connection with the present set of writ petitions was the pendency of a similar challenge in respect of the period 2017-2018. As such, it is argued that the interim orders and the

arrangements made in connection therewith in respect of different matters before different fora in respect of the said period should have a material bearing on the present writ petitions as well. Similar orders are sought for in respect of the present vacating applications.

6. Learned senior counsel further points out that, taking undue advantage of the interim order passed by this court, some of the consumers who have preferred writ petitions have been migrating to other distribution companies.

7. To prevent the same, it is pointed out, the different fora as referred to above have also been passing orders restraining such consumers from migrating to other distribution companies in the interregnum.

8. It is suggested that for the consumers who have already migrated, the modification to the impugned order of stay should be to the effect that the stay order ought to be vacated and/or the entire amount of dues ought to be directed to be paid, subject to the outcome of the writ petitions.

9. Learned senior counsel appearing for the consumer/writ petitioner in WPA 15587 of 2022 submits that the said entity is one of the most loyal consumers of the DVC and has no intention to migrate to some other distribution company.

10. Insofar as the dues claimed by the DVC is concerned, it is submitted that the said consumer has a claim of set-off against the DVC in lieu of payables in respect of the directions passed by the writ court with regard to the period between 2006 and 2009.

11. A similar submission is made in respect of WPA 15464 of 2022 as well by learned counsel appearing for the concerned consumer.

12. It is submitted by the vacating applicants that the writ petitioners in WPA 14704 of 2022, WPA 14722 of 2022, WPA 14728 of 2022, WPA 14763 of 2022, WPA 14769 of 2022 and WPA 15464 of 2022 have already migrated to other distribution companies, thereby putting the DVC to the peril of non-realization of the dues, if ultimately the writ petitions are decided in favour of the DVC.

13. In respect of WPA 14691 of 2022, WPA 14832 of 2022, WPA 15130 of 2022, WPA 15332 of 2022 and WPA 16141 of 2022, no vacating application has been filed and as such, there is no occasion for this court to decide on the issues argued above with regard to the said writ petitions.

14. Upon considering the orders passed in similar tune by the Division Bench of this court, as affirmed by the Supreme Court, in respect of the period 2017-2018, the pendency of appeals in respect of which

period was the very premise of the grant of interim order by this court at the inception, it transpires that it has been universally decided by all fora including the APTEL that the arrangement as indicated by the vacating applicants is to be maintained to balance equities between the huge loss being suffered by the DVC, as particularly reflected in the truing-up process, and on the other hand, the predicament of the writ petitioners. As such, this court is of the opinion that with regard to the writ petitions, in respect of which vacating applications have been filed, there ought to be uniformity with the other similarly placed consumers in respect of whom the orders indicated above have been passed by the appellate authority as well as the Division Bench and the Supreme Court.

15. Insofar as the writ petitioners who have not migrated in the meantime to other distribution companies are concerned, to ensure that the DVC is not exposed to the risk of non-realization of their dues if ultimately the writ petitions are decided in their favour, there ought to be an order of injunction restraining the writ petitioners from migrating to other distribution companies.

16. Insofar as those writ petitioners who have already migrated are concerned, no useful purpose would be served in passing such restraint order.

However, with regard to those writ petitioners, the arrangement regarding payment by instalments can be contemplated.

17. Thus, in respect of WPA 14688 of 2022, WPA 14709 of 2022, WPA 14764 of 2022, WPA 14765 of 2022, WPA 14768 of 2022, WPA 14827 of 2022, WPA 15587 of 2022, WPA 15590 of 2022, WPA 16139 of 2022, WPA 16836 of 2022, WPA 17116 of 2022 and WPA 23002 of 2022, the writ petitioners shall remain restrained by an order of injunction from migrating to any other distribution company than the DVC for power consumption during the pendency of their respective vacating applications.

18. The above writ petitioners as well as the writ petitioners in WPA No. 14704 of 2022, WPA No. 14722 of 2022, WPA No. 14728 of 2022, WPA No. 14763 of 2022 and WPA No. 14769 of 2022, shall pay 50% of the electricity charges due for the relevant period, that is, 2018-2019 and 2019-2020, within three months to the DVC.

19. Insofar as the balance 50% of such dues is concerned, bank guarantees to cover the said 50% shall be furnished by the writ petitioners within three months from date.

20. In the interregnum, within seven days, post-dated cheques to cover the said balance 50% shall be

deposited by the respective writ petitioners with the DVC.

21. It is made clear that upon furnishing the bank guarantees as directed above for the balance 50%, such post-dated cheques shall be returned by the DVC to the respective writ petitioners who furnish such bank guarantees.

22. Insofar as the writ petitioners in WPA No. 15464 of 2022 and WPA No. 15587 of 2022 are concerned, they shall pay 50% of the dues for the period 2018-2019 and 2019-2020 within three months to the DVC.

23. Further orders with regard to the balance 50% shall be passed at the time of disposal of the vacating applications.

24. Insofar as WPA No. 15590 of 2022 is concerned, by placing reliance on the supplementary affidavit filed by the DVC, learned Counsel for the writ petitioners points out that the writ petitioner has already applied for disconnection of electricity. The DVC has acceded to that by their email as annexed at pages 44 to 45 of the supplementary affidavit, even from which it is evident that the total outstanding dues from the writ petitioner as per the DVC is Rs.15,83,59,673/- whereas the security deposit already lying with the DVC comes to about Rs.30 crore. Thus, prima facie, the amount lying with the

DVC far exceeds the amount due from the writ petitioner, even if the writ petitioner loses the present writ petition.

25. Keeping in view such fact, at this juncture, no interim direction for payment is being passed on the writ petitioner in WPA No. 15590 of 2022. Since the writ petitioner has already applied for disconnection, the DVC would be at liberty to disconnect the electricity supply of the writ petitioner, subject to adjustment of the total outstanding dues as per the DVC, which will be in turn, subject to the outcome of the present vacating application and the writ petition.

26. It is made clear that the stay order granted previously shall continue subject to the compliance of the above directions by the respective writ petitioners.

27. Upon the bank guarantees being furnished, the post-dated cheques shall be returned to each of the writ petitioners who furnish such bank guarantee.

28. It is made clear that all the above payments and furnishing of bank guarantees etc. shall be subject to the outcome of the vacating application.

29. The writ petitioners, that is, the respondents in the vacating applications, shall file their respective affidavits-in-opposition to the said applications by November 14, 2025. Affidavits-in-reply thereto, if any, shall be filed by November 28, 2025.

30. The vacating applications shall be listed for hearing in the monthly list of December, 2025.

(Sabyasachi Bhattacharyya, J.)