

2008

No. 171-M

DEMERARA

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE  
CIVIL JURISDICTION

In the matter of an application by  
ORLANDO WONG for a Writ or Order of  
Mandamus

**Ms. Jamela A. Ali for the Applicant**

**Mr. Neil Bollers and Mr. Timothy Jonas for the Respondent**

**DECISION**

**JUSTICE DIANA INSANALLY**

On the 27<sup>th</sup> June 2008, a Notice of Motion was filed in this matter with an affidavit in support of motion by the Applicant against Guyana Power and Light inc. (GP) to show cause why an order or rule nisi of Mandamus should not issue compelling GPL to restore two meters, accounts nos. 52 006 534 14 and 52 006 532 47 and supply electricity to the applicant's property situate at Lot 2 Richmond Village, Essequibo Coast, forthwith, several demands having being made to GPL for a restoration of electricity without avail, on the grounds that the opening of the said two sealed meters by employees of GPL in the absence of the applicant, disconnection of the supply of the electricity and a refusal to restore electricity until GPL "compute the necessary charges which Mr. Wong will be required to pay in full" is unlawful, unconstitutional, arbitrary, capricious, unreasonable, without or in excess of jurisdiction,

without authority, a breach of natural justice, a fragrant abuse of power and amounts to unacceptable administrative arrogance.

On the 27<sup>th</sup> day of June 2008, Mr. Justice Rishi Persaud granted an Order or Rule Nisi of Mandamus in favour of the Applicant according to the terms of the Notice of Motion dated the 27<sup>th</sup> day of June, 2008.

On the 30<sup>th</sup> June, 2008, upon hearing Counsel for both sides, Mr. Justice Rishi Persaud granted an Order in the following terms:

“ ... It is hereby ordered that the Applicant lodge a bond for the sum of \$350,000 with GPL Inc. and it is further ordered that GPL Inc. do reconnect both meters under Residential Account no. 52 006 534 14 and Commercial Account no. 52 006 532 47 within 7 days from the date of payment ...”

On the 12<sup>th</sup> September 2008, an affidavit in answer was filed on behalf of GPL and on the 24<sup>th</sup> September 2008, an affidavit in reply was filed on behalf of the Applicant. Written submissions were laid over by Counsel for both parties.

On the 30<sup>th</sup> September, 2009, this matter came up for hearing.

Counsel for the Respondent relied on his written submissions. When asked by the Court to address the issue of inadmissible hearsay in the Affidavit in Answer, Counsel for the Respondent submitted that any hearsay would not deflect from his written submissions since the application was bad on the face of it.

Counsel for the Applicant informed this Court that the sum of \$350,000 was lodged by the Applicant with GPL pursuant to the order of the 30<sup>th</sup> June 2008 referred to above and that GPL had complied with the said order and reconnected electricity to the said two meters.

Counsel for the Respondent did not contradict these statements. Counsel for the Applicant also informed this Court that up to the 30<sup>th</sup> September 2009, the Applicant had not received from GPL any

computation of electricity charges which GPL wrote by letter of the 23<sup>rd</sup> June 2008 stating that they will do and that the Applicant will be required to pay in full before electricity is restored.

Counsel for the Respondent submitted that the aforesaid Order of Justice Rishi Persaud was irregular and therefore does not affect the decision of the Court. However, GPL did not file an appeal to the said Order, nor an application to discharge same; therefore I find the said Order to be subsisting. Instead GPL received the sum of \$350,000 and complied with the said Order and reconnected the Applicant's commercial and residential meters for the past one year and four months.

It is quite clear to this Court that the Order dated the 30<sup>th</sup> June 2008 was complied with and that the Applicant did lodge a bond of \$350,000.00 as was submitted by the Applicant's Counsel and that GPL accepted the money and reconnected the two meters.

In the circumstances it would serve no useful purpose and would not advance this matter any further for this Court to make the Order Nisi Absolute since the claim made by the Applicant to have the electricity restored has been complied with and the commercial and residential meters have been reconnected by GPL.

However in the Order Nisi of Mandamus granted on the 27<sup>th</sup> day of June 2008, it was stated that the Order Nisi was granted, inter alia, upon GPL's refusal to restore electricity to the said two meters until GPL "compute the necessary charges which Mr. Wong will be required to pay in full."

On perusal of Exhibit 'D' attached to the Affidavit in Support of the Motion filed by the Applicant and referred to in paragraphs 16 and 18 of the Affidavit in Support of the Applicant, GPL wrote Counsel for the Applicant on the 23<sup>rd</sup> day of June 2008, in the following words:

“Our Anna Regina Office will compute the necessary charges which Mr. Wong will be required to pay in full before electricity is restored.”

Counsel for the Applicant informed the Court that up to the 30<sup>th</sup> of September 2009 neither she nor the Applicant had received any computation of the necessary charges that GPL contended in their letter that the Applicant had to pay before reconnection of the two meters.

In response to a query from the Court as to whether GPL had computed the electricity charges as stated in their letter, Counsel for the Respondent undertook to enquire from GPL and inform this Court. Counsel has failed to do so to this present day 29<sup>th</sup> October 2009.

Since from the 26<sup>th</sup> day of June 2008 to the 30<sup>th</sup> day of September 2009, it was not disputed that no arrears electricity charges were sent by GPL to the Applicant or his Counsel as stated in their letter. I find this to be an unreasonable length of time. This was one of the grounds on which the Order Nisi was granted, a refusal by GPL to restore electricity to the two meters until they “compute the necessary charges which Mr. Wong will be required to pay in full.” and the Applicant having denied owing GPL any charges for arrears on the commercial or residential accounts.

Having considered all of these factors I hereby order that the Order or rule Nisi of Mandamus be discharged having regard to the fact that the two meters, one commercial and the other residential, were reconnected.

Having regard to the fact that it is not in dispute that GPL has failed to send to the Applicant a computation of what they referred to as “the necessary charges” after more than 15 months, for which it appears was the purpose of lodging of the bond, costs are awarded to the Applicant in the sum of \$100,000.00.

It is also further Ordered that the sum of \$350,000.00 which was lodged by the Applicant be returned by GPL to the Applicant herein within

14 days from the date of this Order with interest at the prevailing bank rate.

.....  
Diana Insanally  
Judge of the High Court

29<sup>th</sup> October 2010