

Exh. No. __

Received on:- 20-08-2024

Registered on:- 20-08-2024

Decided on:- 09-06-2026

Duration:- YY. MM. DD.

**In the Court of 2nd Additional Senior Civil
Judge, Anand**

REGULAR CIVIL SUIT NO. 298/2024

Plaintiff

Deputy Engineer Shri, South
Madhya Gujarat Vij Company Limited,
Tal. & Dist. Anand

VERSUS

Defendants :

Jashodaben Chandubhai Padhiyar
Residing at & po. Pratappura,
Khorwad, Pin Code No. 388365
Tal. Umreth & Dist. Anand

	Sub:-Suit for Claim for Rs.5,945.94/- Under Section 9 and Order 30 of C.P.C. and Section 135 of Electricity Act.
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Appearance:

Shri H. P. Prajapati learned advocate for the plaintiff.
Ex-Parte for the defendant.

JUDGEMENT

- (1) The short facts of the plaintiff's case can be summarized as under :-

It is the case of the plaintiff bank that plaintiff is a public organization named Madhya Gujarat Power Company situated in the State of Gujarat for providing electricity to its customers by giving electricity connection. Its head office is located at Race Course, Vadodara and its various company offices are located in every district and taluka in Gujarat. Plaintiff is presently working as Deputy Engineer in Madhya Gujarat Power Company Limited, Anand, South. Defendant is not a customer of the plaintiff's company and electricity connection has not been taken as per company norms. However, when the plaintiff/organization's employee came to know about the illegal use of electricity by the defendant, during which the defendant was caught mishandling/stealing electricity, action was taken against the plaintiff on 23/05/2023 as per section-135 of the Electricity Act. After taking action, the plaintiff has to pay Rs.5,945.94/- along with all the charges. In spite of repeatedly informing in writing, orally by the institution regarding the said amount, the plaintiff has not paid the outstanding amount of Rs. 5,945.94/- with the plaintiff/organization. Subsequently legal notice has been issued to the defendant on 08/05/2024 which was served to the

defendant and he has not acted as per the notice and has not replied to the notice and the total amount of electricity consumed by misappropriation/theft of electricity and other charges Rs. 5,038.92/- has not been reimbursed to the plaintiff/organization so the compound with late charges Rs. 5,945.94/- has not been deposited in the plaintiff/organization. It is stated by the plaintiff that the defendant even after repeatedly demand for due amount have not cared to make the payment and hence the plaintiff has been constrained to file the present suit to recover the amount stated in the plaint. Therefore, the plaintiff bank has prayed to pass a decree in favour of it in terms of para-6 of the plaint.

(2) The defendant though duly served with the summons, but he has not appeared before the court and he has not contested the suit in any way. Thereafter, the suit has been proceeded against the defendant as an ex-parte by passing an order below Exh.1 on dated 13/11/2025.

(3) In support of it's case, plaintiff-bank has produced following oral as well as documentary evidence :-

(A) **Oral Evidence:**

Exhibit 10. Deposition of R. S. Tiwari, Deputy Engineer, Madhya Gujarat Vij Company Limited, Anand South, Tal. and Dist. Anand.

(B) **Documentary Evidences**

Sr.No.	Particulars	Exh. No.
1.	Annexure-1, Proforma No.12	12
2.	Post Window Slip	13
3.	Legal Notice	14
4.	Track Consignment Report	15
5.	Statement of Customer Annexure- A-2	16
6.	FIR lodged against the defendant	17
7.	Supplementary Bill given to defendant by the plaintiff organization Annexure-C	18

(4) To decide the present case, following Issues have been framed at Exh.07.

- (૧) શું વાદી સાબિત કરે છે કે પ્રતિવાદીએ વીજળી ચોરી કરી છે? ?
- (૨) શું વાદી સાબિત કરે છે કે પ્રતિવાદી પાસેથી વીજળીના બિલ પેટે રૂ.૫૯૪૫.૯૪/-બાકી છે?
- (૩) શું વાદી ફરિયાદમાં દાવો કરાયેલી રકમ પ્રતિવાદી પાસેથી વસૂલવા માટે હકદાર છે?
- (૪) શું વાદી વ્યાજ મેળવવા માટે હકદાર છે? જો હા, તો કયા દરે? ?
- (૫) શું હુકમ અને હુકમનામું?

(5) Findings of the above issues are as under :-

- (1) In the affirmative.
- (2) In the affirmative.
- (3) In the affirmative.

(4) Partly in the affirmative.

Interest at the rate of 7% p.a.

(5) As per final order.

:: REASONS ::

(6) Learned advocate for the plaintiff has argued that the plaintiff has filed this suit against the defendant for recovery of an amount of Rs. 5,945.94/-. He has vehemently argued that defendant is not a consumer of the plaintiff organization. Defendant is illegally use electricity of the plaintiff organization. When the plaintiff came to know about this fact, he has informed defendant to pay Rs. 5,945.94/- and informed orally many times but defendant has not cared to pay the said amount. Further he has argued that in absence of any kind of evidence from the defendant's side, the plaintiff has proved it's suit claim against the defendant by producing oral as well as cogent & reliable documentary evidence and on the date of filing of the suit, the defendant has become found due to the sum of Rs. 5,945.94/- and therefore, he has urged to allow the suit of the plaintiff with costs.

:: Issues No. 1 to 4 ::

(7) All the above issues are co-related with each other and for the sake of brevity & convenience, all the

issues are discussed together. The burden is lying upon the plaintiff to prove the above issues. The plaintiff has pleaded that defendant is not a customer of the plaintiff's company and electricity connection has not been taken as per company norms. However, when the plaintiff/organization's employee came to know about the illegal use of electricity by the defendant, during which the defendant was caught mishandling/stealing electricity, action was taken against the plaintiff on 23/05/2023 as per section-135 of the Electricity Act, therefore, plaintiff is succeeded to prove issue no.1. Therefore, finding of issue No. 1 is given in the "Affirmative".

- (8) In this case, the plaintiff bank has produced documentary evidences at Ex. 12 to 18 like Proforma No.12, Statement of the defendant, F.I.R., Supplementary Bill, Legal Notice etc.. Looking to all documentary evidence, Defendant is not a customer of the plaintiff's company and electricity connection has not been taken as per company norms. However, when the plaintiff/organization's employee came to know about the illegal use of electricity by the defendant, during which the defendant was caught mishandling/stealing electricity, action was taken against the plaintiff on 23/05/2023 as per section-135 of the Electricity Act. After taking action, the plaintiff has to pay

Rs.5,945.94/- along with all the charges. In spite of repeatedly informing in writing orally by the institution regarding the said amount, the plaintiff has not paid the outstanding amount of Rs. 5,945.94/- with the plaintiff/organization. Subsequently legal notice has been issued to the defendant on 08/05/2024 which was served to the defendant and he has not acted as per the notice and has not replied to the notice. and the total amount of electricity consumed by misappropriation/theft of electricity and other charges Rs. 5,945.94/- has not been reimbursed to the plaintiff/organization so the compound with late charges Rs. 5,945.94/- has not been deposited in the plaintiff/organization and there is no reason to disbelieve the above evidence in absence of any kind of evidence from the defendant's side. Considering the oral as well as documentary evidence produced on record, it is crystal clear that the defendant has illegally use electricity of the plaintiff organization. There is no reason to disbelieve the sworn testimony of the plaintiff-bank has filed his affidavit in form of evidence under O. 18, Rule 4 of C.P.C., at Exh. 10 as the same has gone unchallenged. Therefore, the plaintiff-bank has proved the facts of the suit by producing oral as well as documentary evidence as discussed above.

The defendant did not cross examine witness of the plaintiff bank at relevant point of time and thereafter, the right of the defendants for cross-examination of the witness of the plaintiff-bank has been closed.

In view of above discussion and looking to oral as well as documentary evidence produced by the plaintiff as discussed above, when the defendant has illegally use the electricity, then, it is bounden duty of the defendant to make payment as per illegal usage by him, but the defendant has escaped his liability to make payment of the electricity usage. In absence of any kind of evidence from the defendant's side, the plaintiff has succeeded to prove that the defendant has not paid the illegally usage of electricity. Therefore, finding of issue No. 1 is given in the "'Affirmative'".

In view of discussion of issue No. 1 and oral evidence as well as documentary evidence it can be said that the defendant is liable to pay an amount of Rs. 5,945.94/-. Therefore, finding of issue No. 2 is given in the "'Affirmative'".

The plaintiff has claimed an interest at the rate of 18% on the amount of Rs. 5,945.94/-. The said demand of interest as claimed by the plaintiff is too

much excessive & exorbitant. Hence, considering the above documents, the plaintiff bank is entitled to charge and recover the interest at the rate mentioned therein but this rate of interest is very high. Therefore, considering the ratio laid down by the Hon'ble Supreme Court regarding the rate of interest and also considering the circumstances and fact of this suit and according to legal position prevailing on the subject and the rate of interest prevailing in these days, the plaintiff is entitled to charge and recover the interest at the rate 7% per annum. The suit of the Plaintiff is apparently within the period of limitation prescribed by The Law of Limitation. Therefore, the issues No.2, 3 and 4 are believed proved. The decision on issue No. 1 to 3 are given in affirmative and also issue no.4 is given partly in affirmative and interest is allowed @ 7.00% per annum.

- (9) In view of above discussion and considering the arguments advanced by learned advocate for the plaintiff, the plaintiff has succeeded to prove its suit claim by producing oral as well as documentary evidence as discussed above and therefore, the plaintiff bank is entitled to get the relief as prayed for and therefore, in the result I pass following final order for issue No. 5.

::ORDER::

Regular Civil Suit No. 298/2024 of the plaintiff is hereby partly allowed.

The plaintiff is entitled to recover Rs.5,945.94/- from the defendant with interest @ 7.00 % per annum, from the date of filling of the suit till the realization together with proportionate costs of the suit.

Defendant shall pay the costs of the suit to the plaintiff and shall bear his own.

Decree to be drawn accordingly.

Pronounced in the open Court on this 9th day of June, 2026 at Anand.

Date :09-06-2026
Place :Anand.

A. A. Runza
2nd Additional Senior Civil
Judge, Anand.
[Judge Code :GJ01150]