

 सत्यमेव जयते	Received on	:	04/07/2025
	Registered on	:	04/07/2025
	Decided on	:	01/05/26
	Duration	:	Y: M: D: 00 09 27

**IN THE COURT OF ADDITIONAL SR. CIVIL JUDGE & ADDITIONAL
CHIEF JUDICIAL MAGISTRATE, ANKLESHWAR.**

**REGULAR CIVIL SUIT NO. 103/2025
EXH. :**

PLAINTIFF : **DY. ENGINEER IN DGVCL
(GADKHOL SUB-DIVISION)**
OCCUPATION : ELECTRICITY POWER SUPPLY
AT:- RURAL SUB-DIVISION OFFICE, DGCVL CAMPUS, NR. ONGC
WORKSHOP, aNKLESHWAR, DIST. BHARUCH

Vs.

DEFENDANT : (1) DOLATBHAI BHIKHABHAI SUNVA
AT:- RAJPUT FALIYU, AT PARDI IDRISH , ANKLESHWAR,
BHARUCH.

SUIT : FOR RECOVERY OF AMOUNT RS. 10,813.26/-.

APPEARANCE :

MR. P. J. BESHANWALA.....LD. ADVOCATE FOR THE PLAINTIFF.

EX-PARTE FOR THE DEFENDANT.

-:: J U D G M E N T ::-

1. The present suit is filed by plaintiff for the recovery of Rs. 10,813.26/- of electricity bill payment charges etc.

I. The plaintiff pleads that the plaintiff's company is a South Gujarat Vij Company Ltd. (DGVCL) and it distributes electricity

to South Gujarat Regions whereas its office is situated at different places in south region of Gujarat, amongst that one sub-divisional office is situated at Rural sub-division office, DGVCL Campus, Nr, ONGC Workshop, Tal. Ankleshwar, Dist. Bharuch.

II. The defendant is residing at the address mentioned in the plaint. as per rules and regulations of company On date 22/08/2023, when the vigilance officer of the DGVCL was on inspection, they found that the defendant was illegally used the electricity of plaintiff company. After that the Officer of plaintiff company has prepared Annexure A-2, checking sheet no. 20784 and has taken a signed of representative as present person on behalf of defendant. Thus, plaintiff demanded electricity theft charge of Rs. 8,332/- and with DPC charges of Rs. 2,480/- i.e. Rs. 10,813.26/- but defendant had not paid the said amount. Hence, plaintiff have filed this application for recovery of the Rs. 10,813.26/- with Compound Interest.

2. The summons notice was sent to the defendant which was served to the defendant, but nor the defendant neither their Ld. Advocate had remained present before the Court, therefore the ex-parte order against the defendant was passed by this Court on 17/09/2025.
3. The plaintiff has submitted following oral as well as documentary evidence in support of his pleadings.

A. PLAINTIFF ORAL EVIDENCE			
Sr. No.	Exhibit	Deposition	Date
1	13	Witness Abhilash Balsubramaniam Nyre	17/03/2026

B. PLAINTIFF DOCUMENTARY EVIDENCE:-			
Sr. No.	Exhibit	Particulars of document	Date
1.	15	Annexure-A-2 (checking sheet)	-
2.	16	Annexure-C (Assessment of supplementary bill)	-
3.	17	Annexure-G (For wording letters)	-
4.	18	Consumer supplementary bill	-
5.	19	Bill of compound charges	-
6.	20	Written FIR to GUVNL Police station	-
7.	21	Consumer personal ledger	-
8.	22	Calculation sheet of D.P.C.	-
9.	23	Permission letter for filing the suit	-
10.	24	An approval letter for filing the suit	-
11.	25	Proforma 12.	-

4. The plaintiff has filed the closing pursis at Exh. 26.
5. Heard Ld. Advocate Mr. P. J. Beshanwala for the plaintiff while neither defendant nor his advocate has appeared for argument.
6. For the final disposal of the suit, this Court has framed issues at Exh. 18 which are as under :
 1. Whether the plaintiff proves that, the defendant has illegally consumed an unauthorized electricity connection and committed electricity theft?
 2. Whether the plaintiff proves that, he is entitled to recover an amount due as stated in Para-3 of the suit application from the defendant ?

3. Whether the plaintiff is entitled to the relief as prayed for ?
4. What order & decree ?

7. My answers and reasons for the aforesaid issues are as under :-
 1. In Affirmative.
 2. In Affirmative.
 3. In partly Affirmative.
 4. As per final order.

- :: REASONS :: -

8. **Issue No. 01 & 02 :-**

Both issues are inter-connected to each other, to avoid repetition of facts and evidence the discussion of all issues are narrated together

- 9). The plaintiff has filed this suit for recovery of Rs.10,813.26/-paise. On behalf of the JUDGMENT RCS/103/2025 plaintiff's company witness Mr. Abhilash Subhramaniam's affidavit in chief under order 18 rule 4 of CPC has produced vide Exh. 13. In this examination in chief, the witness has submitted all the facts mentioned in the plaint. He has supported all the facts of plaintiff's company. The plaintiff has submitted closing pursis at Exh. 26. As it is an undisputed fact that, matter has proceeded ex-parte against defendant and hence no any evidence of the defendant side is on record. The plaintiff has submitted statement of consumer at Exh. 15 of DGVCL and in the aforesaid documents, the defendant is shown non consumer of plaintiff's company and the details regarding his address, date of theft of electricity energy and its charges etc. were mentioned in detail. after-that the plaintiff have produced electricity theft bill vide Exh. 18, wherein the checking

was held on 22/08/2023 and at that time defendant used 0.432 total connected load with their appliance and calculating all the charges (Fix charges + Energy + Fuel + Ed charges), the defendant had theft electricity of Rs. 8332.5/- of plaintiff's company. Furthermore, plaintiff has submitted Exh. 25 of proforma 12 and it transpires that, the defendant is not consumer of plaintiff company and his connection is RGPR connection and Mr. A. B. Nair had physically verified the consumer's address on date 19/04/2025, after-that all the charges is shown in proforma 12. After-that the plaintiff had produced DPC calculation sheet vide Exh. 22, and in this document consumer Name shown as Dolatbhai Bhikhabhai Sunva as non consumer of plaintiff's company. Furthermore, this document shows that, the defendant have theft the electricity of plaintiff's company of Rs. 8,332.50/- and after calculating the DPC charges i.e. Rs. 2,480.76/-, the total outstanding bill is Rs. 10,813.26/-. The electricity is essential commodity for every person and when a person avail the facility of electricity, it is his duty to pay the electricity charges used by him. In this case, the defendant has not shown that he has not theft the electricity. Hence, the plaintiff is entitled to recover the theft bill charges and DPC charges from the defendant and thus, the plaintiff have succeeded in proving issue No.01 & 02 and hence my finding for issue No. 1 & 2 is in Affirmative.

10. **Issue No. 03 & 04 :-**

The plaintiff has demanded the interest rate @18% p.a. on the amount of due electricity bill. The said rate of interest is very high and unreasonable. The plaintiff has not shown any document

or agreement in which the rate of interest on due bill is agreed between the plaintiff company and customer. Hence, this Court has a considered view of, that a rate of interest should be just proper and reasonable;

Interest of the Civil Procedure Code: The plaintiff has proved the facts mentioned in the plaint with documentary as well as oral evidence. The plaintiff has demanded the amount of Rs. 10,813.26/- with compound interest.

Where and in so far as a decree is for the payment of money, the Court may, in the Decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the Suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the Suit. The rate of Interest can be divided into three stages which are as under.

*(1) **The Rate of Interest before the Suit** : In AIR 1957 Rajasthan 89, it is held that rate of Interest before filing of the Suit can be granted.*

*(2) **The Rate of Interest from the Date of Institution to Date of Decree** : In AIR 1963 Rajasthan 93 it is held that for the rate of Interest from Date of Institution to the Date of Decree, the Court has discretion but the same should be granted by keeping in mind the sound principles of Justice.*

*(3) **The Rate of Interest from the Date of Decree until its realization** : In the rate of Interest from the Date of Decree until its realization the Court can use discretionary power in this stage.*

11. Now as per the discussions above it is clear that in the Stages 1 and

2, the Contractual rate of Interest be granted but in Stage No. 3 the Court can interfere and use discretionary power and hence taking Judicial Notice of the same, for stages (1) and (2) the Plaintiff is entitled for 18% rate of interest and for stage (3) 6% rate of interest will be fair and just. Hence, my reply for Issue No. 03 is partly in affirmative and resultantly of all the above discussion, this Court passes the following order for Issue No. 04 in the interest of justice.

-:: ORDER ::-

1. The suit is hereby partly allowed.
2. The defendant is directed to pay Rs. 10,813.26/- to the plaintiff at the rate of 6% P.A. interest till the realization.
3. The defendant is also directed to pay the costs of litigation to the plaintiff and shall bear their own costs.
4. Decree be drawn accordingly.

[Pronounced in open Court on Dt.01/05/2026]

PLACE : ANKLESHWAR

DATE : 01 / 05 / 2026

VIJAYKUMAR RAMESHBHAI SOLANKI

ADDITIONAL SR. CIVIL JUDGE & A.C.J.M

ANKLESHWAR

JUDGE CODE : GJ01165