

RCS No: 206/2025

Date of Institution	10/09/2025		
Date of Decision	16/06/2026		
Remained pending for			
Duration	Day(s)	Month(s)	Year(s)
	06	09	00

**BEFORE THE HON'BLE COURT OF ADDITIONAL CIVIL
JUDGE, TALAJA**

**RCS NO: 206/2025
Ex: 22**

**PLAINTIFF: Paschim Gujarat Vij Co. Ltd., Electricity
Supply,** Having its Head Office at Rajkot
Through Deputy Engineer, Rural Sub-Division
Office Palitana, Dist. Bhavnagar.

VERSUS

DEFENDANTS: Jesingbhai Bhimabhai Parmar
R/o Bakhalka Gam, Talaja, Distt. Bhavnagar.

Appearance : For Plaintiff - Ad. Mr. J.M. Gohil
For Defendant - Duly Served/Ex Parte.

Suit for Recovery of Rs. 23794.31/- with interest & Cost.

JUDGMENT

- (1) Present suit has been filed by the plaintiff claiming recovery of Rs. 23794.31/- from the defendants with the interest at the rate of 18% per annum from the date of filing this suit till realization along with the prayer that the said amount be allowed to be recovered from the defendant and his property and assets.

(2) **BRIEF FACTS OF THE PLAINT.**

- 2.1 The plaintiff has pleaded that the plaintiff is Paschim Gujarat Vij Co. Ltd., and is engaged in distribution of transmission of electricity. The plaintiff has filed present suit through his authorized Officer of Deputy Engineer posted in the Palitana, Bhavnagar and he is completely known to the facts of the present suit. The plaintiff has further pleaded that to obtain electricity connection, the consumer has to make an application in Form No. 02 as prescribed by PGVCL and thereafter, the plaintiff company analyses the documents produced by the consumer and based on that, the electricity connection is given to the consumer and the relationship of licensee and consumer is established between the plaintiff company and its consumers. It is further pleaded by the plaintiff that the defendant did not make any procedure to obtain electricity connection and therefore, the defendant

was not the consumer of plaintiff company and no relationship of licensee and consumer has ever existed between the plaintiff company and present defendant.

2.2 The plaintiff has further pleaded that the officers of the plaintiff company visited at Talaja and had inspected the residential house property of defendant on 06th December, 2024 whereby it was found that the defendant had taken the electricity supply unauthorizedly and was found to have committed electricity theft and such theft was continuous when the officers of plaintiff company inspected the house of defendant, therefore, the Panchnama was executed to that effect in presence of defendant, but defendant did not sign Annexure No. 4. It is further pleaded by the plaintiff that while calculating usage made by the defendant unauthorizedly, the plaintiff company had generated supplementary bill on 06th December, 2024 for the recovery of Rs. 20,195.48/-. It is further pleaded by the plaintiff that the said amount was demanded by the plaintiff company several times and the defendant was also served with legal notice seeking recovery of the bill amount, but the defendant had defaulted in making payment, therefore, the additional charges of Rs. 2084.17/- were imposed and thus, the suit seeking recovery of Rs. 23794.31/- has

been filed by the plaintiff.

- 2.3 The plaintiff has further pleaded that the plaintiff maintenance regular books of account and as per the by-laws issued by the Gujarat Electricity Regulatory Commission, the plaintiff is entitled to recover the interest @ 18% P.A. from the defendant therefore, prayed to decree the suit.

(3) SERVICE OF NOTICE AND APPEARANCE

- 3.1 Upon institution of this suit, this court has passed the order issuing notice to the defendant but, the defendant has chosen not to appear before the court despite having due service of notice. Hence, the court had passed the order to proceed with the suit ex parte.

(4) ISSUES

For the adjudication of this suit, the court has framed following issues

1. Whether plaintiff proves that the defendant had availed the electricity services of the plaintiff company?
2. Whether plaintiff proves that the defendant was indulged in the theft of the electricity?
3. Whether the plaintiff proves that the amount of

23,794.31/- is legally recoverable debt from the defendant?

4. Whether plaintiff proves that the plaintiff is entitled to interest @ 16% from the date of issuance legal notice till realization of the amount?
5. Whether plaintiff is entitled to relief sought?
6. What order and Decree?

(5) FINDINGS

1. In Affirmative
2. In Affirmative
3. In Affirmative
4. In Affirmative
5. In Affirmative
6. As per Final Order

(6) EVIDENCE OF PLAINTIFF

The plaintiff has remained present before this court and has given following oral as well as documentary evidence.

6.1 ORAL EVIDENCE:

Exh. 08 Deposition of Plaintiff

Mr. Ashuthoshbhai Dilipbhai Pathak

6.2 DOCUMENTARY EVIDENCE.

EXHIBITS	DESCRIPTION OF DOCUMENTS
Exh. 10	Copy of Performa-12
Exh. 11	FIR
Exh. 12	Assessment Supplementary Bill
Exh. 13	Supplementary Bill
Exh. 14	Consumer Supplementary Bill
Exh. 15	Consumer Supplementary Bill Detail
Exh. 16	Annexure-4
Exh. 17	Rojkam
Exh. 18	Annexure-2
Exh. 19	Legal Notice
Exh. 20	Calculation Sheet

(7) FINAL ARGUMENTS

7.1. Learned Advocate of plaintiff has submitted that the plaintiff has proved the case by leading oral and documentary evidence that the defendant was never

consumer of the plaintiff company and while making inspection in the property of the defendant, the authorized person of the plaintiff company caught the defendant red handed while committing theft of electricity. It is further argued by the learned Advocate of the plaintiff that the plaintiff company is a public undertaking and such commission of theft is also an offence under the electricity Act. Despite giving several opportunities to the defendant, the defendant has not paid the bill amount, therefore, prayed to decree the suit.

(8) MARSHALING OF FACTS AND APPRECIATION OF EVIDENCE

- 8.1 This court has perused the entire record and the issues framed. The issues framed are interconnected and therefore, to avoid the repetition, issues no 1 to 5 are discussed collectively.
- 8.2 The plaintiff was under the burden to prove that the defendant was not consumer and was caught red handed while committing theft of electricity. If the document produced at Exhibit-10 is taken into consideration, it is Performa No. 12 which clearly shows the name of defendant and the status is shown is non-consumer. The said Performa No. 12 is signed by the Deputy Engineer. The plaintiff has also produced Consumer Supplementary

Bill the bill amount which is produced at Exhibit – 12. By producing the document from exhibit- 11 to 18. The plaintiff has proved that on due process is complied by the plaintiff company before initiating the present suit. This Court has also observed that the bill generated by the plaintiff company is received to the defendant and therefore, the fact that defendant is under-burdened to pay the amount alleged, is in knowledge of defendant. Despite that the defendant has unintentionally not paid the said bill amount. In furtherance to this, the plaintiff company has issued to the defendant seeking Supplementary Bill of the suit amount which is produced at Exhibit- 13 and despite service of the said notice, the defendant has chosen not to pay the bill amount. Therefore, the plaintiff was burdened to file present suit. This Court is of the opinion that the plaintiff has proved the entire cause sufficiently by leading cogent documentary as well as oral evidence. The plaintiff has also deposed entire facts of the plaint in his affidavit for examination-in-chief produced at Exhibit-08 and the credibility of the witness has remained un-impeached during the cross examination.

8.3 This Court also observed that entire suit proceeding are conducted by the public officer of the plaintiff company acting under his official capacity and therefore, the

presumption of genuineness is attached to all the documents produced by the plaintiff before this Court and therefore, this Court is not inclined to look into the evidence produced by the plaintiff with suspicion.

8.4 As far as the interest and the rate of interest are concerned, this Court deems it appropriate to consider the Notification issued by the Gujarat Electricity Regulatory Commission, duly published in the Official Gazette, which provides that any person who commits default in payment of the assessed bill amount shall be liable to pay interest at the rate of 16% per annum after expiry of 30 days from the date of assessment. The liability to pay such interest does not arise out of any private contract between the parties but flows directly from the statutory framework governing supply and use of electricity. When the rate of interest is specifically prescribed under a statutory notification issued by the competent regulatory authority, the same prevails over general principles governing contractual or discretionary interest. In view thereof, this Court holds that the claim of interest at the rate of 16% per annum is statutory in nature and not contractual, and therefore, the plaintiff is entitled to recover the said interest in accordance with the said notification, without any requirement of separate

proof of contractual stipulation.

ORDER

- I. The suit of the plaintiff is hereby partly allowed.
- II. The Plaintiff is entitled to recover the sum of Rs. 23794.31/- (Twenty Three Thousand Seven Hundred Ninety Four Rupees only) from the defendant along with simple yearly interest @ 16% from date of Service of notice till its realization.
- III. The defendant has to pay the cost of Rs. 5,000/- as cost of filing this suit to the plaintiff.
- IV. Decree shall be drawn accordingly.

Pronounced and signed today on 16th June, 2026 in open court.

Date: 16/06/2026

Talaja.

(Ms. M. J. Kikani.)

GJ01549

Additional Civil Judge,

Talaja @ Bhavnagar.