



Recd On :- 15.10.2024
Rgstd On:- 15.10.2024
Decided :- 24.07.2026
Duration :- 1 - 9 - 9
Y – M – D

**IN THE COURT OF ABHISHEK VIRENDRASINGH
VERMA
ADDITIONAL CIVIL JUDGE, PALITANA, BHAVNAGAR**

R C S No. 934/2024
Exh.

Paschim Gujarat Vij Co. Ltd. (PGVCL) Through:- Its Deputy Engineer, Palitana Town Sub Division, Taluka:Palitana, District: Bhavnagar.	Plaintiff
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Versus

Gohil Rajendrasinh Bharatsinh Residing at:- Nr. Laxmandham, Palace road, Ta : Palitana, District : Bhavnagar.	Defendant
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Represented by

Learned Advocate Shri J. M. Gohil	For Plaintiff
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Duly served Ex-Parte	For Defendant
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Subject :- Suit for recovery of Rs. 36,318-09/-.

J U D G E M E N T

PREFACE

1. The plaintiff has filed the present suit for the recovery of **Rs.36,318-09/-** against the defendant with **18%** interest per annum, And if the defendant defaults, the said amount be recovered from the movable and immovable properties of the defendant. The costs of the suit to be awarded from the defendant.

FACTS

2. The case of the plaintiff in brief is that the, the plaintiff company is a company constituted under Gujarat Electricity Industries (Re-Organization and Regulation) Act-2003. Plaintiff company is doing the business of electricity generation and distribution and for convenience of administrative work structure of Circle Office, Division Office and Sub-division offices are framed. Plaintiff company filed this suit through **Deputy Engineer of Palitana Town Sub Division** and he knows all the facts of plaint and he is the responsible and authorized officer of his sub division.
3. The defendant had applied for getting electricity connection for residential purpose and accordingly after completing necessary procedure, connection was provided to the defendant according to its requirement. The defendant is the consumer of plaintiff bearing connection **No.37402094081** and has been provided legal electricity connection. All consumers are bound to follow the rates and conditions fixed by the plaintiff. The defendant is liable to pay the consumption charges, demand charges, energy charges, minimum charges, delay payment charges

etc. to the plaintiff and if the defendant fails to do so within time, the plaintiff has right to recover penalty and interest from the defendant. So, as per above facts plaintiff company is entitled to recover electricity bill along with D.P. charges. The defendant had not deposited the outstanding amount of plaintiff company. For the recovery of due amount, legal notices were issued to the defendant. In spite of the legal notices, the defendant did not deposit the outstanding amount. Hence, the cause of action has arisen to file the present suit against the defendant.

SUIT PROCEEDINGS

4. On presentation of the suit, the summons was issued in favour of the defendant. Despite due service of the summons to the defendant, neither he himself, nor his Advocate has appeared before the Court. Hence, the Court has ordered to proceed ex-parte against the defendant on **15/06/2026**.
5. In order to prove his case the the plaintiff has produced following documentary as well as oral evidences

ORAL EVIDENCES		
Sr. No.	Particulars	Exhibit Nos.
1.	Examination-in-chief of H. T. VANGAL , Deputy Engineer, PGVCL, Palitana Town Subdivision.	23
DOCUMENTARY EVIDENCES		
Sr. No.	Particulars	Exhibit Nos.

1	Performa No. 12	25
2	Meter Seizure Receipt	26
3	Notice of 345	27
4	Legal Notice	28
5	Return cover of Legal Notice	29
6	Return cover of Legal Notice	30
7	Consumer Personal Ledger	31

The learned Advocate for the plaintiff has moved his closing pursis vide **Exh. 32** and advanced oral arguments.

6. Based on the plaint and accompanied documents **I have** formulated the following issues:

1. Whether the plaintiff proves that he is engaged in the supply of electric energy and he is entitled for the recovery of **Rs.36,318-09/-** from the defendant, whose consumer number is **37402094081** ?
2. Whether the plaintiff is entitled to get the relief as prayed for ?
3. What order and decree ?

7. My finding to the above-mentioned issues is as under;

1. In Partly Affirmative.
2. In Partly Affirmative.
3. As per final order.

// R E A S O N S //

8. As per the facts of this case plaintiff company is constituted as a Limited Company under Gujarat

Electricity Industries (Re-Organization and Regulation) Act-2003 and its business is electricity generation and distribution. This suit was filed by the Deputy Engineer of **Palitana Town sub division** but no authority letter was submitted by the signatory of the plaintiff company. As per record of this case, no authority or power of attorney was submitted from the side of the plaintiff for filing this suit. Status of the legal body is fictitious and the legal body works through living persons. On seeing the provisions of law, the plaintiff company filed this suit as per order 29 of Civil Procedure Code.

ORDER XXIX

Suits by or against corporations

1. Subscription and verification of pleading.—In suits by or against a corporation, any pleading may be signed and verified on behalf of the corporation by the secretary or by any director or other principal officer of the corporation who is able to depose to the facts of the case.

As per Judgment of **Hon'ble Supreme Court in, United Bank of India v. Naresh Kumar and ors. 1996(7) Supreme 301**, has held that even in the absence of any formal letter of authority or power of attorney having been executed a person referred to in Rule 1 of Order 29 can, by virtue of the office which he holds, sign and verify the pleadings on behalf of the corporation. Whereas Hon'ble Orrisa High Court in *Umesh Chandra Misra vs State Bank of India and Anr. AIR 1987 Ori 67* held, that if suit is filed in the name of Bank and plaint being signed by Branch Manager then it is not a defect indicated under Order 29 Rule 1.

In this case neither any authority letter nor any power of attorney was submitted but the suit which is filed is in the name of plaintiff company and filled by the Deputy Engineer and as per law he is the principal officer of the concerned sub division and is able to depose the facts of the case. So, even without formal authority or power of attorney, this Court is of the view that the Deputy Engineer of the concerned sub division is fully competent to file this suit and also able to verify the plaint and also able to depose the facts of the case.

9. The solitary witness namely **Mr. H. T. Vangal**, Deputy Engineer, PGVCL, Sub – Division, is examined vide **Ex.23** and he has reiterated the contentions of the plaint. However, it would be sufficed to say that during the said examination he has proved list of documents annexed with the plaint at **Exh. 25 to 31**. Considering the fact that the defendant has neither appeared personally nor through his duly instructed advocate and not filed any written statement, the contentions of the plaint as well as the examination-in-chief have remained unchallenged, and hence, there is no reason to disbelieve the same.
10. Upon conjoint reading of the said examination-in-chief as well as the documentary evidence, electricity connection **No. 37402094081** was provided to the defendant for residential purpose. As per conditions, if any consumer is not depositing the electricity charges, then plaintiff company is entitled to recover the bill amount along with delay charges. Defendant had not deposited the billed

amount after regular demand; therefore, legal notices were issued to the defendant.

11. As per section 2 (15) of The Electricity Act 2003 "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;

As per this definition when any electricity supply is connected to any premises then the person in whose premises the connection is given then that person becomes the consumer and when any person who is supplied with electricity for his own use then that person is also the consumer in the eye of law.

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As per this definition when any electricity supply is connected to any premises then the person in whose premises the connection is given then that person becomes the consumer and when any person who is supplied with electricity for his own use then that person is also the consumer in the eye of law.

13. As per the facts of this case on hand, the electric connection was given to the defendant and as per the documents submitted by plaintiff witness, he was using the electricity and as per section 2(15) of The Electricity Act 2003 he is the person who is the consumer. Defendant as consumer of plaintiff company had not deposited the illegal consumption of electricity billed amount. Due to non-depositing of the electricity charges, total due amount is **Rs.36,318-09/-** including D.P. Charges. All the documents submitted by the plaintiff were not disputed and the plaintiff company is a statutory body and the documents submitted by it is the record which is maintained in regular course of business, so there is no reason for disbelieving the same. However the amount in suit includes delay payment charge and if interest is given on that amount it will be an interest on interest, hence the amount of DP Charge is deducted from the principal amount and interest is to be given only on principal amount of Assessment Bill i.e. **Rs. 29,647.42/-**
14. As far as the issue of interest is concerned nothing concrete can be seen as to how much percentage can be charged as interest from consumer in case of default, moreover in prayer clause the plaintiff has demanded interest rate 18% from date of suit till realisation of funds. As percentage is not part of an agreed agreement between the plaintiff and

consumer it was left open for the court to determine the rate of interest which the amount should be recovered. In such circumstances, the Court has to decide the rate of interest as per the provision of Section 34(1) of the Code. Section 34(1) of Code is reproduced below:

*"Where an 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 of the decree**".*

Hence, as per the principles laid down by the Hon'ble Apex Court, above discussed provision under section 34, the court looks at factors like **the prevailing bank rate of interest and keeping in view the type of transaction as well as prevailing rate of inflation in Indian economy**, the Court finds it proper to award interest at the **rate of 6%** per annum on the amount due upon the defendant. Electricity distribution companies are the economic engines of a country, it works on a business model of supplying electricity which is not visible to the naked eye but is as important as oxygen to sustain human beings and industries and hence anything recovered below the current rate of inflation is sheer loss to the industry. Hence this court is inclined to award interest at the **rate of 6%** per annum on the amount due upon the defendant.

15. Therefore, looking to the nature of the dispute involved in the present suit and that the plaint is supported by documentary evidence in the form of record maintained by the plaintiff, and above detailed discussion, the plaintiff is entitled to recover the due amount of the electricity bill of **Rs.29,647.42/- from 15-10-2024** with simple interest of

6% per annum from the due date till realisation from the person and properties of the defendants and the present Court finds it justified to partly allow the present suit considering the merits of the case and hence, issue number 1 are answered in partly affirmative and issue number 2 also in partly affirmative whereas the Court passes the following final order for issue number 3.

O R D E R

1. The present suit stands partly allowed.
2. The plaintiff Company is entitled to recover the due amount of the electricity bill of **Rs. 29,647.42/-** with **6%** from the date of filing of suit till its realization.
3. The defendant is directed to pay the costs of the plaintiff's suit.
4. Decree be drawn accordingly.

Pronounced in open court today on this day of **24th**
July, 2026

Date : **24.07.2026**

Place : Palitana

Y D Kathiya

(**Abhishek V. Verma**)

Addl. Civil Judge, Palitana

GJ01693