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|---------------|------------------------|
| Received on   | 01/01/2026             |
| Registered on | 01/01/2026             |
| Decided on    | 25/03/2026             |
| Duration      | <u>Year/Month/Days</u> |
| Exhibit       | 26                     |

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**IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE**

**AT BOTAD**

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Regular Civil Suit No: 03/2026

**Plaintiff:-** Gujarat Urja Vikas Nigam  
Paschim Gujarat Vij Co. Ltd. (PGVCL)  
Head office is situated at Rajkot,  
Sub Division Office: Botad Rural, Botad.  
Through its Deputy Engineer.

**VERSUS**

**Defendant:-** Legal heir of late Shri Dhanabhai Jethabhai Parmar :  
Jayeshbhai Dhanabhai (Dhanjibhai) Parmar,  
Age: Adult, Occupation: Labourwork,  
R/o. Chamunda Krupa, Kariyani, Tal. Dist. Botad.

**Sub: Suit for recovery of Rs.31,947.50 paisa.**

**Appearance:-**

Ld. Advocate Mr. V.G.Vadodariya for the plaintiff company.  
Defendant – Ex-parte.

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**J U D G M E N T**

1. The Plaintiff, PGVCL Company (Paschim Gujarat Vij Co. Ltd.), through its Deputy Engineer, Sub-Division Office, Botad Rural, has instituted the present suit against the Defendant, for the recovery of an outstanding electricity bill amount of **Rs.31,947.50** alongwith interest at the rate of **24%** per annum and the costs of the suit.
2. The Plaintiff is a corporate entity formed after the re-organization of the Gujarat Electricity Board under the provisions of the Gujarat Electricity Industry (Re-organization & Regulation) Act, 2003, and is engaged in the business of supplying electricity. The suit is signed and verified by the duly authorized Deputy Engineer.

3. Plaintiff avers that on **04/05/2023**, the officials of the plaintiff company went for checking and asked the person present at the place his name, he said his name as Dhanabhai Jethabhai and on being asked the ownership of the house, he said that the house belongs to him. It is further avers that while inspecting the said house, they found that although defendant had not obtained any electricity connection from the plaintiff company, electricity was being consumed illegally. Therefore, upon inspection, it was found that the defendant extended a wire to the light pressure line of the plaintiff near his house, took its other end to the house and connected it illegally and a total of **1130.00 watts** of electricity were being consumed illegally. Therefore, at the same time, an inspection report of the checking was prepared and the officers of the checking squad signed it and when the person present was asked to sign, they did not sign on it. Consequently, a supplementary bill was issued for the theft of energy. Despite a legal notice dated **20/08/2024 & 19/11/2025**, the Defendant failed to discharge the liability. Consequently, the present suit was filed for the recovery of the principal amount of **Rs.31,947.50**, which includes the amount assessed for theft of energy and Delayed Payment Charges (DPC).
4. Despite being served the notice, the Defendant neither appeared in person nor through an advocate, nor did he file any Written Statement/Reply. Accordingly, the Court, after affording ample opportunities, ordered the suit to proceed **Ex-parte** against the Defendant on **17/02/2026**.
5. To prove its case, the Plaintiff-Company adduced both oral and documentary evidence:

| Sr. No. | Particulars of Documents/Evidence                                        | Exhibit |
|---------|--------------------------------------------------------------------------|---------|
|         | <b>Oral Evidence :</b>                                                   |         |
| 1.      | Affidavit in Evidence of Mr. Gautambhai Nanjibhai Chauhan, Dy. Engineer. | 7       |
|         | <b>Documentary Evidence :</b>                                            |         |
| 1.      | True copy of Electric Connection Checking Report.                        | 9       |
| 2.      | True copy of Rozkam.                                                     | 10      |
| 3.      | True copy of Annexure-4.                                                 | 11      |
| 4.      | True copy of supplementary bill.                                         | 12      |
| 5.      | True copy of Annexure-C.                                                 | 13      |
| 6.      | True copy of consumer supplementary bills.                               | 14/15   |
| 7.      | True copy of acknowledgment of the said bills.                           | 16      |
| 8.      | True copy of letter regarding lodging FIR.                               | 17      |

|     |                                                   |       |
|-----|---------------------------------------------------|-------|
| 9.  | True copy of FIR.                                 | 18    |
| 10. | True copy of legal proceeding notices.            | 19/21 |
| 11. | True copy of acknowledgments of said notice.      | 20/22 |
| 12. | True copy of outstanding amount of DPC statement. | 23    |
| 13. | True copy of Proforma No.12.                      | 24    |

The Learned Advocate for the Plaintiff filed the closing pursis at **Exh. 25**.

6. The following Issues were framed for determination vide **Exh. 06**:

- (1) Whether th plaintiff board proves that the defendant has pilferage the electricity from the electric line of the plaintiff board ?
- (2) Whether the plaintiff board proves that the plaintiff board is entitled to recover the amount as prayed for ?
- (3) Whether the plaintiff is entitled to get relief as prayed for ?
- (4) What order and decree ?

7. My findings on the above issues are as under :

- (1) In the affirmative.
- (2) In the affirmative.
- (3) In the partly affirmative.
- (4) As per final order.

### :: REASONS ::

8. It is a settled legal principle, as reiterated by the Hon'ble Apex Court in **Ramesh Chand Ardawaiya Vs. Anil Panjiwani (AIR 2003 SC 2508)**, that even where a suit proceeds *ex-parte* and a Written Statement is not filed, the necessity of the Plaintiff to prove its case to the satisfaction of the Court cannot be dispensed with. However, the burden of proof on the Plaintiff is not heavy, and a *prima facie* proof of the facts constituting the cause of action will suffice. The Court must still scrutinize the pleadings, evidence, and documents.

9. **FINDINGS ON ISSUE NOS. 1 & 2 (Theft and Entitlement)**

Since all issues are inter-related, they are decided together. The witness for the Plaintiff, through the Affidavit in Evidence (**Exh.7**), has reiterated the facts of the suit concerning the inspection on **04/05/2023**, the officials of the plaintiff company went for checking the premises of the defendnat and while inspecting the said house, they found that although defendant had not obtained any electricity connection from the plaintiff company, electricity

was being consumed illegally. Therefore, upon inspection, it was found that the defendant extended/connected a wire to the light pressure line of the plaintiff near her house, took its other end to the house and connected it illegally and a total of **1130.00 watts** of electricity were being consumed illegally and the subsequent generation of the assessment and supplementary bills. The oral testimony of the Plaintiff's witness, corroborated by the Checking Report, Rozkam and Annexure-C (Exhs. 9 to 11), establishes a *prima facie* case of energy theft. In the absence of any rebuttal or cross-examination by the Defendant, the Plaintiff's evidence remains uncontroverted. This oral evidence is cogently supported by the documentary evidence **Exhs. 9 to 24**, including the Checking Report and the various Assessment/ Supplementary Bills and the Legal Notice. Crucially, the Defendant chose not to appear, defend the suit, or challenge the evidence adduced by the Plaintiff through cross-examination. Given the uncontroverted and corroborated evidence establishing the fact of illegal electricity consumption and the consequent financial assessment, the Court concludes that the Plaintiff has successfully discharged its burden of proving the theft of energy by the Defendant and its resulting entitlement to recover the outstanding assessed amount.

10. **FINDING ON ISSUE NOS. 3 & 4 (Interest & Relief)**

The Plaintiff has claimed interest at the rate of **24%** per annum. However, the Plaintiff has not adduced any supporting contract, deed, or statutory provision that legally binds the Defendant to pay interest at such a high commercial rate. In the absence of a contractual or statutory mandate, the Court must apply a just and reasonable rate of interest in line with the present commercial trends. Considering the prevailing trend and in the interest of justice, an award of **6% simple interest per annum** from the date of filing of the suit till the date of realization is deemed fair and proper. Therefore, the relief is allowed *partly* to the extent of the interest rate.

11. **CONCLUSION :**

In light of the aforesaid findings, Issue Nos.1 & 2 are answered in the **Affirmative**, and Issue No. 3 is answered in **Partly Affirmative**. For Issue No. 4, the following order is passed:

**:: O R D E R ::**

1. The present suit is **Partly Allowed with Costs**.

2. The Defendant is hereby **Ordered and Directed** to pay the Plaintiff- Company the principal amount of **Rs.31,947.50 (Rupees Thirty One Thousand Nine Hundred Fourty Seven and Fifty Paisa only)**.
3. The Defendant shall also pay **6% Simple Interest per annum** on the aforesaid principal amount of **Rs.31,947.50 paisa**, calculated from the date of filing of this Suit until the date of its final realization.
4. The Defendant shall bear his own costs and shall also bear the costs incurred by the Plaintiff in this suit.
5. A Decree shall be drawn up accordingly.

Signed & pronounced in Open Court today this **25<sup>th</sup>** day of **March, 2026**.

Sd./-

[ **N. H. Shaikh** ]

Principal Senior Civil Judge,

Botad.

CODE: GJ00863

Date: 25/03/2026

Place: Botad.