



Received on	22/01/2026
Registered on	22/01/2026
Decided on	25/03/2026
Duration	<u>Year/Month/Days</u>
Exhibit	15

=====

IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE

AT BOTAD

=====

Regular Civil Suit No: 41/2026

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

VERSUS

Defendant:- Devabhai Vibhabhai
Age: Adult, Occupation: Agriculture/Labourwork,
R/o. Nana Bhadala, Tal. Dist. Botad.

Sub: Suit for recovery of Rs.72,606.55 paisa.

Appearance:-

Ld. Advocate Mr. P.R. Bathwar for the plaintiff company.
Defendant - Ex-parte.

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, Paliyad, has instituted the present suit against the Defendant, for the recovery of an outstanding electricity bill amount of **Rs. 72,606.55 paisa**, along with 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. The Plaintiff Company, avers that the Defendant, upon application, was duly granted an electric connection. Consequently, the Defendant is a registered **consumer** of the Plaintiff Board, bearing Consumer **No.86925/00703/5**, and utilizes the electricity supplied by the Plaintiff. This relationship establishes a contractual obligation on the part of the Defendant to pay for the services rendered. The Plaintiff submits that as a consumer of the Plaintiff's services, the Defendant is legally obligated and primarily responsible for the timely payment of all electricity bills raised against the aforesaid connection. Furthermore, pursuant to the terms and conditions governing the supply of electricity, the Defendant is liable to pay **Delayed Payment Charges (DPC)** on any amount withheld or unpaid beyond the stipulated due date. The Plaintiff avers that the Defendant is in default of payment of electricity charges totaling **Rs. 62,287.71** for the billing cycle commencing from **March-2024** up to **December-2025** and delay payment charges too. Despite having an active electricity connection and consuming the supplied energy, the Defendant has failed and neglected to remit the said outstanding principal amount. The Plaintiff further submits that a legal notice dated **21/05/2025** was duly served upon the Defendant, requiring the payment of the outstanding principal amount of electricity bills of **Rs. 72,606.55**.

Cause of Action and Relief Sought: In consequence of the Defendant's failure to comply with the Notice of Demand and remit the outstanding dues, the instant suit for recovery has been instituted. The Plaintiff seeks the recovery of the total outstanding amount, which, at the time of filing the suit, aggregates to **Rs. 72,606.55**, inclusive of the accrued Delayed Payment Charges (DPC) up to the date of filing, as particularized in the accompanying statement of accounts.

4. Despite being duly served with the summons of the suit, 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 **23/02/2026**.

5. To prove its case, the Plaintiff-Company adduced both oral and documentary evidence:

Sr. No.	Particulars of Document/Evidence	Exhibit No.
1.	ORAL EVIDENCE: Affidavit in Evidence of Mr. Ravindrakumar Saburbhai Parmar, Dy. Engineer.	7
2.	DOCUMENTARY EVIDENCE: True copy of Legal proceeding notice.	9
3.	True copy of acknowledgment of said notice.	10
4.	True copy of Personal Ledger statement of defendant.	11
5.	True Copy of Proforma No.12.	12
6.	True copy of Credit note	13

The Learned Advocate for the Plaintiff filed the closing pursis at **Exh. 14**.

6. The following Issues were framed for determination vide **Exh. 6**:
1. Whether the plaintiff board proves that Rs. 72,606.55 Paise is due from the defendant towards the electricity usages charges ?
 2. Whether the plaintiff board proves that the defendant is consumer of electric energy and as per the terms of the agreement the board is entitled to recover the suit amount from the defendant ?
 3. Whether the plaintiff proves that the plaintiff board is entitled for relief claimed ?
 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. **Issue Nos. 1 & 2 : Entitlement to Recover Due Amount and Consumer of plaintiff.** The Plaintiff has presented the Affidavit-in-Evidence of its Deputy Engineer (**Exh. 7**) and supporting documentary evidence, including the Personal Ledger Statement (Exh. 11) and Proforma No. 12 (Exh. 12), all of which establish the Defendant's consumer status (Consumer **No.86925/00703/5**) and the liability for the unpaid principal amount of **Rs.72,606.55 paisa** and the accrued DPC. The legal notice (Exh. 9) and the proof of service (Exh. 10) further confirm that the demand was duly made. Since the suit has proceeded **Ex-parte** and the Plaintiff's claim is supported by unchallenged evidence, the Plaintiff has successfully discharged its burden of proof.

10. **FINDING ON ISSUE NO. 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 i.e. Administrator of late shri Laxmanbhai is hereby **Ordered and Directed** to pay the Plaintiff-Company the due amount of **Rs.72,606.55 paisa (Rupees Seventy Two Thousand Six Hundred Six & Fifty-Five sPaisa only)**.

3. The Defendant shall also pay **6% Simple Interest per annum** on the aforesaid principal amount of **Rs.72,606.55 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 **25th** day of **March, 2026**.

Sd./-

[N. H. Shaikh]

Principal Senior Civil Judge,

Botad.

CODE: GJ00863

Date: 25/03/2026

Place: Botad.