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Duration	<u>Year/Month/Days</u>
Exhibit	17

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

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**Regular Civil Suit No: 54/2026**

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

**VERSUS**

**Defendant:-** Nitaben Kiranbhai Dhodakiya,  
Age: 40 years, Occupation: Labourwork,  
R/o. Zhaveri Nagar, Shyam Marble Street, Bhavnagar  
Road, Botad.

**Sub: Suit for recovery of Rs.5,824.04 paisa.**

**Appearance:-**

Ld. Advocate Mr. V.G.Vadodaria, 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 Town, Botad, has instituted the present suit against the Defendant, for the recovery of an outstanding electricity bill amount of

- Rs.5,824.04 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. It is aver that the Defendant is a consumer of the Plaintiff company bearing **Consumer No. 36905/26040/2** and was provided a domestic electricity connection at their premises. Under the terms of the service agreement and prevailing electricity regulations, the Defendant was duty-bound to maintain the integrity and safety of the said meter and the connection. Further, the Defendant failed to discharge their liability regarding outstanding electricity consumption bills. Consequently, an authorized employee of the Plaintiff visited the Defendant's premises on **09/03/2025** to disconnect the service. A technical report/form containing these particulars was prepared at the site. Despite repeated defaults, the Defendant failed to settle the arrears. Prior to the institution of this suit, the Plaintiff issued a legal notice dated **26-12-2025**. The Plaintiff has demonstrated through the Consumer Ledger Account that the Defendant defaulted on payments for the period spanning from **November-December 2024** to **September-October 2025**. The total claim of **Rs. 5,824.04** including Electricity Consumption Charges Rs. 4,572.66 and DPC Rs. 1,251.38.
  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 **15/04/2026**.
  5. To prove its case, the Plaintiff-Company adduced both oral and documentary evidence:
 

Sr. No.	Particulars of Documents/Evidene	Exhibit
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**Oral Evidence :**

- |    |                                                                      |   |
|----|----------------------------------------------------------------------|---|
| 1. | Affidavit in Evidence of Mr. Nirav Maneklal Pandya,<br>Dy. Engineer. | 8 |
|----|----------------------------------------------------------------------|---|

**Documentary Evidence :**

- |    |                                                      |    |
|----|------------------------------------------------------|----|
| 1. | True copy of Credit Note.                            | 10 |
| 2. | True copy of legal notice.                           | 11 |
| 3. | True copy of tracking report of notice.              | 12 |
| 4. | True copy of outstanding amount of DPC<br>Statement. | 13 |
| 5. | True copy of Proforma No.12.                         | 14 |
| 6. | True copy consumer personal ledger account.          | 15 |

The Learned Advocate for the Plaintiff filed the closing pursis at **Exh. 16**.

6. The following Issues were framed for determination vide **Exh. 07**:

(1) Whether the plaintiff board proves that Rs.5,824.04 Paisa is due from the defendant towards electricity usages charges ?

(2) Whether the plaintiff board proves that the defendant is consumer of electric energy and as per 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. **FINDINGS ON ISSUE NOS. 1 & 2 (Outstanding Arrears and Entitlement):**

Since above both issues are inter-related, they are decided together. The Plaintiff has proved the debt through corroborated documentary evidence. The **Consumer Ledger Account (Exh. 15)** and **DPC Statement (Exh. 13)** clearly outline the month-on-month consumption and the accumulation of arrears totaling **Rs. 5,824.04**. Furthermore, the **Technical Report (Exh. 14)** verifies the final meter reading recorded during disconnection on **09/03/2025**. In the absence of a Written Statement or cross-examination by the Defendant, these figures remain unchallenged and are deemed admitted under the **doctrine of non-traverse**. Consequently, the Plaintiff has successfully proved the outstanding amount. The Plaintiff has established that the Defendant is a registered consumer under **Customer No. 36905/26040/2**. By accepting the electricity connection, a statutory contract was formed under the **Electricity Act, 2003**, obligating the Defendant to pay for energy consumed. The Plaintiff also proved the issuance of a **Legal Notice (Exh. 11)**, which was served (**Exh. 12**); per **Section 27 of the General Clauses Act**, this constitutes valid service. Thus, the Plaintiff possesses the legal *locus standi* to recover the dues, and the Defendant is legally liable for the same.

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 hereby **Partly Allowed with Costs**.
2. The Defendant is hereby **Ordered and Directed** to pay the Plaintiff–Company the principal amount of **Rs.5,824.04 paisa (Rupees Five Thousand Eight Hundred Twenty–Four and Four Paisa only)**.
3. The Defendant shall also pay **6% Simple Interest per annum** on the aforesaid principal amount of **Rs.5,824.04 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 on this 5<sup>th</sup> day of **May, 2026**.

Date: 05/05/2026  
Place: Botad.

[ **N. H. Shaikh** ]  
Principal Senior Civil Judge,  
Botad.  
CODE: GJ00863