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Duration	<u>Year/Month/Days</u>
Exhibit	<b>23</b>

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

**AT BOTAD**

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**Regular Civil Suit No: 199/2025**

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

**VERSUS**

**Defendant:-** Limbabhai Motibhai Mer,  
Age: Adult, Occupation: Agriculture-Labourwork,  
R/o. Sarva, Upalo Plot, Tal. Dist. Botad.

**Sub: Suit for recovery of Rs.28,417.93 paisa.**

**Appearance:-**

Ld. Advocate Mr. P.R.Bathwar 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, Paliyad, Botad, has instituted the present suit against the Defendant, for the recovery of an outstanding electricity bill amount of **Rs. 28,417.93 paisa** along with interest at the rate of **18%** 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. As per the averments made by the plaintiff-company in plaint, defendant has applied for the electric connection and the plaintiff-company has approved his request and thereby, the defendant is consumer of plaintiff Board bearing Consumer **No.86903/300439/4** and is using electricity of plaintiff Board. As per the averments made by the plaintiff-company in plaint that on **06/07/2022**, the checking officials visited the house of the defendant and inspected the premises occupied by the defendant and while checking it was found that the defendant extended an additional private parallel service wire in his house apart from the main service wire of his meter, kept the fuse of the house open, hooked it and bypassed the meter, thereby stopping the consumption of electricity in the electricity meter, and made an unauthorized arrangement. The electricity consumption was recorded in the meter and the other end of the wire was extended to his house in a way that could be prevented and were found to be consuming illegal electricity of a total of **1424.00 watts**. Therefore, at the same time, an inspection report of the fact of checking was prepared and the officers of the checking squad signed it and when the person present was asked to sign, they denied to sign. Subsequently, the Plaintiff issued a supplementary bill demanding the due amount for the unauthorized usage/theft. As the Defendant failed to pay the amount, a legal notice was issued on **11/07/2022** & **29/05/2025**, yet the Defendant still did not clear the bill of said theft bills as stated above. Consequently, the present suit was filed for the recovery of the total amount of **Rs.28,417.93 paisa**, which includes the outstanding amount of theft charges Rs.21,175.60 and Rs.7,242.33 as Delayed Payment Charges (DPC).
4. Despite being duly served with the summons of the suit, neither the Defendant appeared in person nor through an advocate, nor did he file any Written Statement/Reply. Accordingly, the Court, after affording ample opportunities, the right to file reply was closed and ordered the suit to be proceeded as **Ex-parte** against the Defendant on **16/03/2026**.
5. To prove its case, the Plaintiff-Company adduced both oral and documentary evidence:

Sr. No.	Particulars of Documents/Evidene	Exhibit
	<b>Oral Evidence :</b>	
1.	Affidavit in Evidence of Mr. Ravindrakumar Saburbhai Parmar, Dy. Engineer.	12

**Documentary Evidence :**

1.	True copy of Electric Connection Checking Report.	14
2.	True copy of Annexure-6.	15
3.	True copy of acknowledgment of said bill.	16
4.	True copy of credit note.	17
5.	True copy of legal proceeding notice.	18
6.	True copy of tracking report of said notice.	19
7.	True copy of ledger account of the defendant.	20
8.	True copy of Proforma No.12.	21

The Learned Advocate for the Plaintiff filed the closing pursis at **Exh. 22**

6. The following Issues were framed for determination vide **Exh. 11:**

**(The issues are translated from Gujarati into English)**

1. Whether the plaintiff board proves that it is entitled to recover the due amount as prayed for ?
  2. Whether the plaintiff board is entitled to get interest on the due amount as prayed for ? If yes, at what rate ?
  3. Whether the plaintiff board 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 partly affirmative.
  - (3) In the partly affirmative.
  - (4) As per final order.

**:: R E A S O N S ::**

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.12**), has reiterated the facts of the suit concerning the inspection on **06/07/2022**, the checking officials visited the house of the defendant and inspected the premises occupied by the defendant and while checking it was found that the defendant extended an additional private parallel service wire in his house apart from the main service wire of his meter, kept the fuse of the house open, hooked it and bypassed the meter, thereby stopping the consumption of electricity in the electricity meter, and made an unauthorized arrangement. The electricity consumption was recorded in the meter and the other end of the wire was extended to his house in a way that could be prevented and were found to be consuming illegal electricity of a total of **1424.00 watts**. This oral evidence is cogently supported by the documentary evidence **Exhs. 14 to 21**, including 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 NO. 3 (Relief and Interest)**

The Plaintiff has claimed interest at the rate of **18%** 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 No.1 is answered in the **Affirmative**, and Issue Nos. 2 & 3 are 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.28,417.93 paisa (Rupees Twenty Eight Thousand Four Hundred Seventeen & Ninety-Three Paisa only)**.
3. The Defendant shall also pay **6% Simple Interest per annum** on the aforesaid principal amount of **Rs.28,417.93**, 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 **23<sup>rd</sup>** day of **April, 2026**.

**Sd./-**

**[ M. S. Soni ]**

Additional Senior Civil Judge,  
Botad.

CODE: GJ01262

Date: 23/04/2026  
Place: Botad.