

GJBT020096882025



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| Received on   | 28/07/2025                         |
| Registered on | 28/07/2025                         |
| Decided on    | 16/04/2026                         |
| Duration      | <u>Year/Month/Days</u><br>00/08/19 |
| Exhibit       | 16                                 |

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IN THE COURT OF ADDITIONAL CIVIL JUDGE,  
AT BOTAD

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Regular Civil Suit No : 258/2025

|           |                                                                                                                                                                                |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plaintiff | Gujarat Urja Vikas Nigam<br>Paschim Gujarat Viji Co. Ltd. (PGVCL)<br>Head Office-Rajkot,<br>Sub-division office, Paliyad,<br>Tal. Dist. Botad,<br>Through its Deputy Engineer. |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

VERSUS

|           |                                                                                                                          |
|-----------|--------------------------------------------------------------------------------------------------------------------------|
| Defendant | Gabhubhai Bhurabhai Dharajiya,<br>Age: Adult, Occupation: Agriculture,<br>R/o. Gadhadiya, Bharwad Vas, Tal. Dist. Botad. |
|-----------|--------------------------------------------------------------------------------------------------------------------------|

Sub: Suit for recovery of Rs.48,866.49 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, Paschim Gujarat Viji Company Limited (hereinafter referred to as "PGVCL"), has instituted the present suit for the recovery of outstanding electricity dues amounting to

**Rs.48,866.49**, along with interest at the rate of **24%** per annum and costs of the litigation.

2. The Plaintiff is a successor entity of the erstwhile Gujarat Electricity Board (GEB), reorganized under the *Gujarat Electricity Industry (Re-organization & Regulation) Act, 2003*. The suit is signed and verified by the Deputy Engineer of the Paliyad Sub-Division, who is duly authorized to represent the company.

**The Plaintiff's case is summarized as follows:**

3. The Defendant is a consumer of the Plaintiff company (**Consumer No. 86922/00371/3**) and was provided a domestic electricity connection at their premises. The Defendant was under a legal and contractual obligation to pay for the electricity consumed as per the meter readings and the prevailing tariff. The Defendant failed to discharge his liability, resulting in electricity bill amount of **Rs. 43,820.00** for the period of **March-2024 to May-2025**. Despite a statutory notice dated **29/05/2025**, the Defendant failed to clear the dues. Consequently, the Plaintiff has filed this suit for the principal amount of due bill, interest, plus Delay Payment Charges (DPC), totaling **Rs.48,866.49**.
4. The Defendant was duly served with the summons but failed to appear either in person or through a legal practitioner. No written statement was filed. Consequently, on **06/02/2026**, the Court passed an order to proceed *ex-parte* against the Defendant.
5. In order to prove the present suit, following oral as well as documentary evidences have been produced by the plaintiff-company:-

**(A) ORAL EVIDENCE LED BY THE PLAINTIFF– COMPANY:**

| Sr. No | Particulars of document.                                                          | Exh. |
|--------|-----------------------------------------------------------------------------------|------|
| 1.     | Affidavit on behalf of plaintiff Mr. Ravindrakumar Saburbhai Parmar, Dy.Engineer. | 9    |

**(B) DOCUMENTARY EVIDENCE LED BY THE PLAINTIFF– COMPANY**

| Sr. No | Particular of document                 | Exh. |
|--------|----------------------------------------|------|
| 1.     | True copy of legal proceeding notice.  | 11   |
| 2.     | True copy of RPAD slip of said notice. | 12   |
| 3.     | True copy of consumer personal ledger. | 13   |
| 4.     | True copy of Proforma No.12.           | 14   |

6. Ld. Advocate for the plaintiff has filed closing pursis at **Exh.15**.
7. The following issues framed at **Exh.8** for determination of the suit:–  
**(The issues have been translated from Gujarati into English)**
- (1) Whether the plaintiff company proves that the defendant is a consumer of the plaintiff company and the defendant is not paying the bill of electricity supply ?
  - (2) Whether the plaintiff company proves that they are entitled to recover the outstanding amount of Rs.48,866.49 paisa ( Rs. Forty Eight Thousand Eight Hundred Sixty Six & Forty-Nine Paisa Only) from the defendant as prayed for ?
  - (3) Whether the plaintiff company is entitled to get interest as asked for ? If yes, what rate ?
  - (4) Whether the plaintiff company is entitled to get relief as prayed for ?
  - (5) What order and decree ?
8. My findings of above issues are as under :–
- (1) In Affirmative.

- (2) In Affirmative.
- (3) In Partly Affirmative ( at the rate of 6 % p.a. till its realization)
- (4) In Partly Affirmative.
- (5) As per final order.

### :: REASONS ::

9. Before determination of this case, it is to be borne in the mind that the suit of the plaintiff company need not necessarily be decreed merely because the defendant has not filed or submitted his written statement or the matter has been proceeded ex parte against the defendant. To clarify this proposition, it would be necessary to refer one of the decisions of the Hon'ble Apex Court, namely Ramesh Chand Ardawaiya Vs. Anil Panjiwani, reported in AIR 2003 SC 2508 in which it has been held that even if the suit proceeded ex-parte and in the absence of a written statement, unless the applicability of Order 8 rule 10 of the code of Civil Procedure is attracted and the court acts thereunder, the necessity of proof by the plaintiff of his case to the satisfaction of the court cannot be dispensed with. In the absence of denial of plaint averments the burden of proof on the plaintiff is not very heavy. A prima facie proof of the relevant facts constituting the cause of action would suffice and the court would grant the plaintiff such relief as to which he may in law be found entitled. In a case which has proceeded ex-parte, the court is not bound to frame issues under Order 14 of the Code of Civil Procedure and deliver the judgment on every issue as required by Order 20 Rule 5 of the Code of Civil Procedure. Yet the trial court would scrutinize the available pleadings and documents, consider the evidence adduced, and would do well to frame the "points for determination" and proceed to construct the ex-parte judgment dealing with the points at issue one by one. Merely, because the defendant is absent, the Court

shall not admit evidence and the admissibility whereof is excluded by law nor permit its decision. So as per this pronouncement of the Hon'ble Apex Court, the necessity of the plaintiff to prove its case is not lost even if the matter has been proceeded ex-parte.

**Issue Nos. 1 to 4 :-**

10. Since all the above issues are inter-related and inter-connected with each other therefore, to avoid unnecessary repetition and for the sake of brevity, this Court thinks it proper to discuss and decide all the above issues together.
11. The witness of the plaintiff company has stated more or less facts of the plaintiff in his affidavit of evidence at **Exh.9**, as I have narrated above in para-2 & 3 of this judgment and therefore, the same facts are not reproduced here in order to avoid repetition. The above oral evidence produced by the plaintiff company is supported by the documentary evidence adduced vide **Exhs.11 to 14**. The Plaintiff has produced the Consumer Personal Ledger (**Exh. 13**) and the Proforma No.12 (**Exh. 14**), which clearly indicate the consumption and the resulting default. The oral testimony of the Deputy Engineer remains unchallenged. The documents submitted are maintained in the regular course of business by a public utility. Therefore, the Court finds that the Plaintiff has successfully proved the debt. The defendant has not filed any reply or written statement and has not come forward for her defence. Therefore, in view of the above proposition of law since the present suit is ex-parte and none has challenged the evidence of plaintiff, the suit of plaintiff succeeds and deserves to be allowed.
12. So far as the rate of interest is concerned, the plaintiff-company has claimed the interest at the rate of **24%** per annum. The plaintiff has not produce any supportive evidence so far as the rate of interest is concerned. The plaintiff has not submitted any contract

or deed regarding rate of interest. Nor he stated any fact under which provision he is entitled to get **24%** interest. Looking to the ratio laid down by the Hon'ble Apex Court, the rate of interest is given as per the present rate of interest. Looking to the present trend of interest, it would be just, proper and reasonable if **6%** simple interest per annum may be allowed.

13. In view of the facts and circumstances, the suit of the plaintiff succeeds and therefore, answer to issue Nos. 1 & 2 are given in affirmative, issue Nos.3 & 4 are in partly affirmative and for issue No.5, I pass following order:-

**: ORDER :**

1. The present suit is partly allowed with cost.
2. The defendant or his legal heirs is/are directed to pay **Rs.48,866.49** paisa ( **Rs. Forty Eight Thousand Eight Hundred Sixty Six & Forty-Nine Paisa Only**) to the plaintiff-company along with **6%** simple interest per annum thereon from the date of filing of this suit till realization.
3. Decree be drawn accordingly.
4. Defendant shall bear his cost and shall also bear the cost of plaintiff.

Signed & pronounced in the open Court today on this **16<sup>th</sup>** day of **April, 2026**.

|                                   |                                                                             |
|-----------------------------------|-----------------------------------------------------------------------------|
| Date: 16/04/2026<br>Place: Botad. | <b>[B. G. Solanki]</b><br>Additional Civil Judge,<br>Botad<br>CODE: GJ00976 |
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