

GJBT020266502025



Received on	12/12/2025
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Decided on	27/03/2026
Duration	<u>Year/Month/Days</u> 00/03/15
Exhibit	20

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IN THE COURT OF ADDITIONAL CIVIL JUDGE

AT BOTAD

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Regular Civil Suit No: 420/2025

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

VERSUS

Defendant:- Administrator of late Shri Khimjibhai Zaverbhai Gadhiya
Kishorbhai Khimjibhai Gadhiya,
Age: Adult, Occupation : Business/Agriculture,
R/o. Plot Vistar, Pipardi, Tal. Dist. Botad.

Sub: Suit for recovery of Rs.49,793.06 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, Botad has instituted the present suit against the Defendant, for the recovery of an outstanding electricity bill amount of **Rs.49,793.06 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. The Defendant is a consumer of the Plaintiff company (**Consumer No. 86908/00205/5**) 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. It further avers that on **23/10/2023**, the officials of the plaintiff company checked at the place of the defendant and while checking in the presence of representative of the defendant of the premises, the seal of the meter box of the house, it was trampled and on opening the box, a hole was made in the meter terminal block and additional copper end was found on the back side. Thereby, the total illegal load was calculated at **2910.00 Watts**. An inspection report (Rozkam) was prepared and signed by the officials and a representative present at the site but not signed on it. Consequently, a supplementary bill was issued for the theft of energy according to the formula. Despite a legal notice dated **23/10/2023 & 29/05/2025**, the Defendant failed to discharge the liability. Consequently, the present suit was filed for the recovery of the principal amount of **Rs.49,793.06 paisa**, which includes the amount supplementary bill amount, 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 **21/02/2026**.
5. To prove its case, the Plaintiff–Company adduced both oral and documentary evidence:

Sr. No.	Particulars of Documents/Evidence	Exhibit
	Oral Evidence :	
1.	Affidavit in Evidence of Mr. Ravindrakumar Saburbhai Parmar, Dy. Engineer.	7
	Documentary Evidence :	
1.	True copy of Electric Connection Checking Report.	9
2.	True copy of letter regarding lodging FIR	10
3.	True copy of supplementary bill.	11
4.	True copy of legal proceeding notice.	12
5.	True copy of tracking report of said notice.	13
6.	True copy of acknowledgment/Reg.AD Slip	14
7.	True copy of ledger account of the defendant.	15
8.	True copy of DPC calculation sheet.	16

9.True copy of photographs of the site in question.	17
10.True copy of Rozkam of the site.	18

The Learned Advocate for the Plaintiff filed the closing pursis at **Exh. 19**.

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

(All 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 has committed theft by using illegal consumption ?
- (2) Whether the plaintiff company proves that they are entitled to recover the outstanding amount of **Rs.49,793.06 paisa (Rupees Forty Nine Thousand Seven Hundred Ninety-Three & Six 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 ?

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

- (1) In the affirmative.
- (2) In the affirmative.
- (3) In the partly affirmative.
- (4) In the partly affirmative.
- (5) 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 **23/10/2023**, checking officials visited the house of the defendant and while checking, the seal of the meter box of the house, it was trampled and on opening the box, a hole was made in the meter terminal block and additional copper end was found on the back side. It was further found that electricity was being consumed illegally by connecting it to the direct load, thereby, the defendant was using illegally, totaling **2910.00 watts** illegal electricity consumption and the subsequent generation of the assessment and supplementary bills. The oral testimony of the Plaintiff's witness, corroborated by the Checking Report (Exh. 9), Ledger account of defendant (Exh.15) and Photographs (Exh. 17), 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 18**, 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 (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 Nos.1 & 2 are answered in the **Affirmative**, and Issue Nos. 3 & 4 are answered in **Partly Affirmative**. For Issue No. 5, 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.49,793.06 paisa (Rupees Forty Nine Thousand Seven Hundred Ninety-Three & Six Paisa only)**.
3. The Defendant shall also pay **6% Simple Interest per annum** on the aforesaid principal amount of **Rs.49,793.06**, 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 **27th** day of **March, 2026**.

Date: 27/03/2026 Place: Botad.	[B. G. Solanki] Additional Civil Judge, Botad CODE: GJ00976
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