

GJGS060007122023	Admitted	18	03	2023
	Decided on	27	12	2023
	Duration	Days	Months	Years
		09	09	00

**In the Court of H.M.Parmar Principal Civil. Judge,
Kodinar.**

RCS. (Ele.) No.	165	2023
Exhibit No.	14	

Plaintiff :- Paschim Gujarat Vij Company Ltd.,
Supplying electricity having head office situated
at Rajkot, Circle Office at Amreli, and Sub Division-2
office at Kodinar.

Versus

Defendant :- RAMSINHBHAI DUDABHAI GOHIL,
Residing At: Sandhalidhar,
Ta;- Kodinar. Dist. Gir Somnath.

Appearance :- For Plaintiff - M.B.Jani- Ld. Advocate
For Defendant - Not present

-:: J U D G E M E N T ::-

- 1 The short facts given rise to the plaintiff's suit is such that, the plaintiff company is a statutory body, established under the Gujarat Electricity Industries Re-organization & Comprehensive Transfer Scheme-2003 of the Government of Gujarat. The appellant company has take over the whole property, responsibility, dues, interest, and right of old Gujarat Vidhyut Board and as per the transfer scheme of Gujarat Vidhyut Board it is the successor company to take over the

right, interest and responsibility. And plaintiff company is establish under the Gujarat Urja Vikas Limited. Corporate office of this company is situated at Rajkot and as per work pattern it division office is situated at Kodinar. Plaintiff company is a sub divisional office of Pachim Gujarat Vij Company Limited at Kodinar Sub Division-02. Dy. Engineer of plaintiff company has authority to sign, to verify, to administer oath, to depose and also to do all such ancillary procedure related to it.

- 2 The defendant is a consumer of a plaintiff company and having consumer no. **R.L/87447006211**. The defendant has taken electricity supply from the plaintiff company which is as per the minimum charge and monthly charge. The defendant is liable to pay Rs. **3685.18** Ps. to the plaintiff company which is levied from the defendant as per the general ledger of plaintiff. The plaintiff has instructed to the defendant to pay the amount but the defendant has not given any response to the notice. The amount levied from the defendant is as under.

Bill amount Rs. **3685.18** Ps.,

D.P.C. Charge Rs. **373.97** Ps.,

Total Rs. **4059.15** Ps..

The defendant has not paid the amount levied and ignore to pay, so, plaintiff has filed the present suit.

- 3) The summons of the suit has been served to the defendant vide **Exh. 05** but defendant was not remained present before the Hon'ble Court and he has also not given any adjournment application. So, it was ordered to try the suit ex-parte against the defendant.
- 4) To determine the suit judiciously following issues has been framed vide **Exh.06** which are as under.

-:: I s s u e s ::-

- 1 Whether the plaintiff proves that the amount **Rs. 4059.15**

Ps. is levied from the defendant ?

2 Whether the plaintiff is entitled to get interest ? If yes, at what rate ?

3 Whether the plaintiff is entitled to get the relief as sought for ?

4 What order and decree ?

5) My findings to the above issues are as under with reasons :

1) In Partly Affirmative

2) In Partly Affirmative

3) In Partly Affirmative

4) As per final order.

-:: **REASONS** ::-

6) **Issue No. 1** :-

The plaintiff has filed the affidavit vide **Exh.07** in support of its plaint and in lieu of the deposition as per O.18, R.4 of C.P.C. and in such affidavit they are supporting the facts of the plaint and the defendant was not remained present before the Court and the suit was ordered to proceed Ex-parte, so, the plaintiff's deposition in affidavit has not been cross-examined by the defendant. So the affidavit is supporting the facts of the suit. The plaintiff has produced the copy of bill of defendant, which is bearing consumer no. **R.L/87447006211**, in which the arrears amount till **23/04/2022** is shown Rs. **3685.18** Ps. vide **Exh.09**, The advocate of the plaintiff has given the legal notice to the defendant to re-pay the bill amount which is in arrears to the defendant vide **Exh.11**, **Exh.12** is a acknowledgment slip of R.P.A.D. post on which signature of defendant is appears and the notice has been served on the defendant, copy of ledger of defendant's account vide **Exh.13** in which Rs. **3685.18** Ps. is the due amount, **Exh.08** sanction

order in which the Dy. Engineer P.G.V.C.L has passed the sanction order to file the suit against the defendant. From the above mentioned documentary and oral evidence, plaintiff has proves that they are entitled to recover the amount of **Rs. 3685.18** Ps. from the defendant but plaintiff has not shown any supportive evidence for delay payment charges and hence, DPC not granted. The defendant is not remained present and he has not challenged the evidence produced by the plaintiff. So, in view of the above mentioned discussion issue no. 1 is replied in partly affirmative.

7) **Issue No.2 :-**

In above mentioned discussion, it is proved that the plaintiff is having legal dues from the defendant and they also given him a demand notice but the defendant has not paid the amount. So the plaintiff is having right to recover the interest or delay payment charges from the defendant. Plaintiff prayed the delay payment charges at the rate of 18% P.A. If we see the provision of the sec.34 of C.P.C. it is provided that if any contract prevailing between the parties then the interest will be fixed as per the contract. Otherwise the court has to fixed the rate of interest which is reasonable. In the present case, plaintiff has not produced any contract regarding the rate of interest between the parties. So, in this situation what is the reasonable rate of interest ? In my view the prevailing interest rate which is given by the public sector banks to the public on the amount kept for fixed deposit or in savings accounts with them is 6 to 8 percent. So in view to the prevailing interest rate to fix the interest rate of 6 percent p.a. is reasonable in my view. So the plaintiff is entitled to recover the interest at the rate of **6 percent p.a.** from the defendant since the date of filing of the present suit. So, in view to the above discussion the issue **no.2** is replied in affirmative.

8) **Issue No. 3:-**

In view to the discussion in issue no.1 the plaintiff proves that the sum shown in the plaint is due from the defendant and they are entitle to recover the sum prayed in relief and as per the discussion in issue **no.2** the plaintiff is entitled to recover the interest on the suit amount at the rate of 6% p.a. So the issue **no.3** is replied in partly affirmative.

9) **Issue No. 4 :-**

In view to the discussion in issue no.1 to 3 the final order passed as under.

-:: O R D E R ::-

- The suit of the plaintiff is partly allowed with cost.
- It is hereby declared that the plaintiff company is entitled to recover the amount of Rs. **3685.18** Ps. with an amount of interest at the rate of 6% p.a. from the date of the suit till the realization of the amount from the defendant. The defendant is also ordered to pay the amount to the plaintiff within 30 days from the date of the order.
- Defendant is ordered to bear own cost and the cost of the plaintiff.
- Decree be drawn accordingly.

Order pronounced in the open court on dated 27thDecember, 2023.

Place:-Kodinar

Dt. 27/12/2023

(Hemorsinh Manubhai Parmar)

Principal Civil Judge,

Kodinar,

Judge Code:-GJ01276