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|----------------|----------------------------------|
| Received on    | 17/01/2026                       |
| Registered on  | 17/01/2026                       |
| Decided on     | <b>05/05/2026</b>                |
| Duration       | YY- : MM- : DD<br>- 00 - 03 - 18 |
| <b>Exhibit</b> | <b>32</b>                        |

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***IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE,  
JAMNAGAR***

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***Regular Civil Suit No. 20 of 2026***

***Pashchim Gujarat Vij Co. Ltd., (PGVCL).***

*Through:- Deputy Engineer,  
Sub-Division : Khambhaliya Gate,  
Jamnagar.*

.....***Plaintiff***

***V E R S U S***

***Pinjara Salim Karim Pankhara***

*Address : Harshad Mil Chali, Room No. 72,  
Jagruti Society Street,  
Jamnagar.*

.....***Defendant***

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***Subject :- Suit for the recovery of Rs.44,678.51 ps.***

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*Adv. for the Plaintiff/s* :- *Ld. B. C. Chotai.*  
*Adv. for the Defendant/s* :- *Ex-parte (No one)*

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*In the Court of Principal Sr. Civil Judge, Jamnagar.*

**∴ J U D G M E N T ∴**

***The brief facts of this suit are as under : -***

1. The Plaintiff, *Paschim Gujarat Vij Company Limited*, is a company incorporated under the provisions of the Gujarat Urja Nigam Limited and the Gujarat Electricity Industries (Reorganization and Regulation) Act, 2003, and is engaged in the business of supplying electricity to its consumers as per rules and regulations. The Sub-Division of the Plaintiff Company is administered by the Deputy Engineer, Khambhaliya Gate Sub-Division, who is duly authorized and competent to file and prosecute the present suit.

2. The Defendant was provided with electricity connection bearing Consumer No.32406/06011/0 (RGPU category). However, despite having a legal connection, the Defendant was found to be indulging in unauthorized use of electricity to the extent of 2.915 kW. An inspection was carried out at the Defendant's premises on 05/01/2024, during which such unauthorized use of electricity was detected, and Checking Sheet No.58683 was prepared. Based on the inspection report, the act of electricity theft was established, and a total amount of Rs.44,678.51 ps. became payable. As the Defendant failed to pay the said amount, the electricity connection of the Defendant was permanently disconnected (P.D.C.) on 05/01/2024.

3. During the inspection conducted on 05/01/2024, the following facts were recorded in Checking Sheet No.58683. On

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the said date, during a corporate electricity checking drive and under instructions from the competent authority, the officers and employees of PGVCL visited the premises. The person present at the site identified himself as *Pinjara Salim Karim Pankhara*.

4. Upon inspection, discrepancies were noticed between the recorded load and the electricity consumption reflected in the bills. The electricity consumer had obtained one single-phase (1 $\phi$ ) meter. During the inspection of the said meter, it was found that, apart from the main service line, the consumer had illegally connected an additional private wire measuring approximately five meters in length (2.5 mm<sup>2</sup>). By means of this wire, the consumer had tapped into the main service line of the meter at a point approximately four feet ahead of the meter, on the roof of the premises, thereby bypassing the meter. By adopting this method, the consumer prevented the recording of actual electricity consumption in the meter and unlawfully connected a load of approximately 2.915 kW, thus committing unauthorized use of electricity. This clearly established that the Defendant had committed theft of electricity by tampering with the meter and drawing electricity directly. Consequently, the meter seals and approximately five meters of 2.5 mm<sup>2</sup> wire service wire were seized, and Annexure-4 along with the site inspection report (rojkaam) was prepared.

5. On the same day, i.e., 05/01/2024, a detailed site inspection report was prepared between 09:50 AM and 10:15 AM. During this inspection, it was confirmed that, The meter seal was

tampered with, The incoming service wires were removed and directly connected to the load side, The meter was bypassed, and The Defendant was indulging in direct theft of electricity.

6. Further, one single-phase meter, MMB seal, TB seal, and approximately 5 meters yellow colored of twin-core private wire were seized from the site. The inspection and documentation were carried out without any coercion, threat, or undue influence and in a fully conscious state by the officials.

7. The Defendant has failed to pay the outstanding amount of Rs.44,678.51 ps. towards the electricity theft assessment and other charges. Despite repeated demands, no payment has been made. Therefore, the electricity connection was permanently disconnected on 05/01/2024.

8. Even after disconnection, the Defendant has failed to clear the outstanding dues. Hence, the Plaintiff has been constrained to file the present suit for recovery of Rs. 44,678.51ps. together with interest at the rate of 16% per annum from the Defendant from the date of assessment till realization, as per company rules.

9. The cause of action for the present suit arose during the period from January-2024 to January-2026, when the Defendant failed to pay the outstanding electricity theft and consumption charges. A legal notice dated 05/01/2024 and a subsequent personal notice dated 06/01/2026 were duly served upon the Defendant. Despite service of the notices, the Defendant failed to make payment, and hence the cause of action continues to subsist within the jurisdiction of this Hon'ble Court.

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10. That, the summons of the suit was duly *SERVED* upon the defendant *vide Exh.05* as per the provisions of O.5 of the Code of Civil Procedure, 1908 (in short “Code”). Therefore, the defendant has not appeared before this Court and not filed any kind of objection and file the written statement *right was closed*. Hence, case is proceeded as an *ex-parte* against the defendant as per law and order.

11. For determination of this suit, this Court has framed the following issues vide *Exh.-06*.

| Sr. No. | I S S U E S                                                                                                                                                                                                                                                                                                                    |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | શું વાદી પુરવાર કરે છે કે, આ કામે વીજ કનેક્શન મેળવનાર પ્રતિવાદી વાદી કંપની દ્વારા ગ્રાહક નં. ૩૨૪૦૬/૦૬૦૧૧/૦ થી વીજ કનેક્શન આપવામાં આવેલું હોવા છતાં તેઓ વીજ ચેકિંગ દરમિયાન વીજ ચોરી કરતા હોવાનું માલુમ પડેલું જે અંગેનું બીલ રૂા. ૪૭,૬૭૮.૫૧/- આપવામાં આવેલું હોય તે રકમ વાદી પ્રતિવાદી પાસેથી કાયદેસર રીતે લેવા હકકદાર બને છે ? |
| 2       | શું વાદી સાબીત કરે છે કે, વીજ ચોરી કરવામાં આવી તે સ્થળે પ્રતિવાદીનો કબજો ધરાવતા તેઓ વીજ ચોરીની રકમ ભરપાઈ કરવા જવાબદાર છે ?                                                                                                                                                                                                     |
| 3       | શું વાદી પુરવાર કરે છે કે, પ્રતિવાદી પાસે તેઓની બાકી રકમ ઉપર કોઈ વ્યાજ વસૂલ કરવા માટે હકકદાર છે ? જો હા તો કયા દરે ?                                                                                                                                                                                                           |
| 4       | શું વાદી માગ્યા મુજબની દાદ મેળવવા હકકદાર ઠરે છે ?                                                                                                                                                                                                                                                                              |
| 5       | શું હુકમ અને હુકમનામું ?                                                                                                                                                                                                                                                                                                       |

12. My findings on the above issues are as under.

| <b>Sr. No.</b> | <b>FINDINGS</b>                                       |
|----------------|-------------------------------------------------------|
| 1              | In Affirmative.                                       |
| 2              | In Affirmative.                                       |
| 3              | In Partly Affirmative, (at the rate of 6% per annum). |
| 4              | In Affirmative.                                       |
| 5              | As per final order.                                   |

**13.** To prove the fact of this suit, the plaintiff has submitted following oral as well as documentary evidences on record.

**ORAL EVIDENCE : -**

| <b>Sr. No.</b> | <b>PARTICULARS</b>                                                                                     | <b>Exh.</b> |
|----------------|--------------------------------------------------------------------------------------------------------|-------------|
| 1              | Affidavit of Examination-in-Chief by Deputy Engineer of Plaintiff's Company Mr. Hemant Maganlal Manek. | 07          |

**DOCUMENTARY EVIDENCE: -**

| <b>Sr. No.</b> | <b>PARTICULARS</b>                                                          | <b>Exh.</b> |
|----------------|-----------------------------------------------------------------------------|-------------|
| 1              | True copy of Proforma No.12.                                                | 9           |
| 2              | True copy of Approval for filing civil suit against the Consumer/defendant. | 10          |
| 3              | True copy of Brief Note.                                                    | 11          |
| 4              | True copy of Calculation Sheet.                                             | 12          |
| 5              | True copy of One-way Meter Checking Report.                                 | 13          |
| 6              | True copy of Site Rojkam and sketch.                                        | 14          |
| 7              | True copy of Site Inspection Report.                                        | 15          |

|    |                                                                                                                   |    |
|----|-------------------------------------------------------------------------------------------------------------------|----|
| 8  | True copy of Certificate of Site Photographs.                                                                     | 16 |
| 9  | True copy of Certificate.                                                                                         | 17 |
| 10 | True copy of Annexure-4.                                                                                          | 18 |
| 11 | True copy of Credit Gate Pass.                                                                                    | 19 |
| 12 | True copy of Legal Notice.                                                                                        | 20 |
| 13 | True copy of Supplementary Bill (Schedule-G).                                                                     | 21 |
| 14 | True copy of Supplementary Bill (Annexure-C).                                                                     | 22 |
| 15 | True copy of Consumer Supplimentary Bill details under Sec. 135, assessment period from 05.01.2023 to 05.01.2024. | 23 |
| 16 | True copy of CGL arrears break up Form.                                                                           | 24 |
| 17 | True copy of Consumer Personal Ledger.                                                                            | 25 |
| 18 | True copy of Certificate as per IT Act, 2000.                                                                     | 26 |
| 19 | True copy of FIR registration.                                                                                    | 27 |
| 20 | True copy of FIR.                                                                                                 | 28 |
| 21 | True copy of Circular.                                                                                            | 29 |
| 22 | True copy of GERC supply code.                                                                                    | 30 |

Plaintiff has not produced further evidence and filed closing pursis vide **Exh.- 31**.

**ARGUMENT :-**

**14.** In his arguments, Ld. Advocate for the Plaintiff has stated that as per the oral as well as documentary evidences produced by the Plaintiff side, Plaintiff has proved his case and Defendant has not appeared and denied the same and hence requested to allow the suit as prayed for.

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**-:: REASONS ::-**

**Issue Nos. 1 to 5 : -**

15. Aforesaid issues are inter-connected to each other, so, to avoid repetition of the facts, I discuss and decide above issues together.

16. The witness Mr. Hemant Maganlal Manek, who are Deputy Engineer/Junior Engineer of Plaintiff's Company has filed the affidavit Chief Examination vide Exh.-07, wherein he supported the facts of plaint and deposed that suit amount of *Rs.44,678.51 paise* which is due from the defendant. The plaintiff has produced documentary evidences at Exhibited - 09 to 30 and despite service of summons defendant has not taken care to challenge the evidence of plaintiff. Thus, as per Section 114 of Evidence Act presumption about evidence can be drawn that defendant has admitted the evidence and therefore I believe that the evidence produced by plaintiff, which is not challenged, is true and reliable.

17. So far as concerned rate of interest on dues, there is no contract or agreement between the parties with respect to interest on dues. Hence, in absence of any document, plaintiff is not entitled to get interest on dues. But, taking into consideration of Section 34 of the Civil Procedure Code, it would be legal, just & proper to allow 6% per annum interest on the dues, therefore, in view of the above discussion, the plaintiff is entitled to recover

amount of the arrears alongwith other charges ***total of Rs.44,678.51 ps. with simple interest @ 6% per annum from the defendant*** from the date of filing of suit till the realization. Hence, in my opinion, I answer Issue Nos. 1, 2 & 4 are *in the Affirmative*, Issue No.3 is *in the Partly Affirmative* and for Issue No.5 following order is passed.

**:-: O R D E R :-:**

- (1) The suit is ***partly allowed*** with cost.
- (2) Defendant is hereby ordered to pay amount of ***Rs.44,678.51 ps. (Rupees : Forty Four Thousand Six Hundred Seventty Eight and Fifty One Paise only) along with 6% simple interest per annum*** from the date of filing of the suit till the realization of decree to the plaintiff.
- (3) The defendant shall bear the cost of the suit.
- (4) Decree be drawn accordingly.

*Signed and pronounced in the open Court today on this  
05<sup>th</sup> day of May, 2026.*

Date :- 05/05/2026  
Place :- Jamnagar.

**[ Mehulkumar Kishorsinh Kher ]**  
Principal Senior Civil Judge &  
Additional Chief Judicial Magistrate,  
Jamnagar, Code: GJ00859