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<i>Exhibit</i>	30

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

Regular Civil Suit No. 432 of 2025

Pashchim Gujarat Vij Co. Ltd., (PGVCL).
Through:- Deputy Engineer,
Sub-Division : Khambhaliya Gate,
Jamnagar.

.....**Plaintiff**

V E R S U S

Savitaben Chamanbhai Purabiya,
Address : Ganeshvas, behind the jail,
before the public toilet, Jamnagar,

.....**Defendant**

Subject :- Suit for the recovery of Rs.27,176.32 ps.

Appearance :-

Adv. for the Plaintiff/s :- **Ld. D. J. Nadiadhara.**
Adv. for the Defendant/s :- **Ex-parte (No one)**

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, a company incorporated under the provisions of the Electricity Act, 2003 and functioning under Gujarat Urja Nigam Limited, is engaged in the business of supplying electricity to its consumers in accordance with law and the applicable rules and regulations. The Sub-Division Office of the Plaintiff Company is managed by the Deputy Engineer, Khambhaliya Gate Sub-Division, who is duly authorized and competent to file and prosecute the present suit. The Head Office of the Plaintiff Company is situated at Jamnagar City.

(2) The Defendant has not been granted any electricity connection by the Plaintiff-company, whether for domestic or commercial use. However, the Defendant, on their own, illegally tapped into the passing electricity line of the Plaintiff and were consuming electricity unauthorizedly. On 09/11/2023, when the responsible officers and staff of the Plaintiff Company were on inspection, at Ganeshvas, behind the jail, before the public toilet, Jamnagar, it was found that the Defendant had drawn an unauthorized connection from a nearby electric pole. By using approximately 150 feet of yellow twin-core wire, they connected the phase and neutral from the low-tension line on the pole, and the other end was connected to the internal wiring of their residence, thereby consuming electricity illegally. Upon detection

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of such theft, a panchnama was duly prepared and appropriate action was taken. As per the rules of the Board, a supplementary bill for unauthorized electricity consumption was issued to the Defendant, which remains unpaid to date.

(3) The Defendant is liable to pay a sum of Rs.27,176.32/- (Rupees Twenty-Seven Thousand One Hundred Seventy Six and Thirty-Two Paise only) towards the said electricity theft assessment bill. Despite repeated demands, the said amount has not been recovered. A legal notice dated 09.11.2023 was duly served upon the Defendant; however, the Defendant has failed and neglected to make payment of the outstanding amount. Hence, the Plaintiff is constrained to file the present suit for recovery of the said dues.

(4) The cause of action for the present suit arose when the Defendant failed to pay the outstanding amount despite service of the legal notice dated 09.11.2023. Even after disconnection of the electricity supply and issuance of notice granting an opportunity to clear the dues and restore the connection, the Defendant has not made any payment. The cause of action continues to subsist within the jurisdiction of this Hon'ble Court. Therefore, the Plaintiff has instituted the present suit for recovery of Rs.27,176.32, together with interest at the rate of 18% per annum (1.5% per month) from the Defendant.

(5) That, the summons of the suit was duly *SERVED* upon the defendant 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 Order of the Hon'ble Court.

(6) 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 કામના પ્રતિવાદી વાદી કંપનીના કાયદેસરના ગ્રાહક ન હોવા છતાં ગેર કાયદેસર રીતે વિજલાઈનમાંથી ડાયરેક્ટ છેડા નાખી ગેર કાયદે વીજ ચોરી કરેલ છે ?
2	શું વાદી પુરવાર કરે છે કે, આ કામના પ્રતિવાદી પાસેથી તેઓએ કાયદેસરના રૂ. ૨૭,૧૭૬.૩૨/- વસૂલ લેવાના થાય છે ?
3	શું વાદી પુરવાર કરે છે કે, પ્રતિવાદી 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?

(7) My findings on the above issues are as under.

Sr. No.	FINDINGS
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.

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

ORAL EVIDENCE :-

Sr. No.	PARTICULARS	Exh.
1	Affidavit of Examination-in-Chief by Deputy Engineer of Plaintiff's Company Mr. Hemant Maganlal Manek.	08

DOCUMENTARY EVIDENCE:-

Sr. No.	PARTICULARS	Exh.
1	True copy of Brief Note.	10
2	Copy of Proposal for Approval for filing a civil suit against the defendant.	11
3	True copy of Approval for filed a civil suit against the defendant.	12
4	True copy of Proforma No.12.	13
5	True copy of NC Calculation sheet.	14
6	True copy of CGL Arrears Break Up Form.	15
7	True copy of Inspection Report.	16
8	True copy of Site Rojkam and Site Map.	17
9	True copy of Annexure-4.	18
10	True copy of Certificate of Site Photographs.	19
11	True copy of Consumer Supplementary Bill	20

	details under Section 135.	
12	True copy of Schedule-G, (Supplimentary Bill).	21
13	True copy of Annexure-C.	22
14	True copy of Legal Notice.	23
15	True copy of RPAD cover and Acknowledgement.	24
16	True copy of complaint for FIR registration.	25
17	Copy of FIR.	26
18	True copy of Site Inspection Report.	27
19	True copy of Certificate as per Section 65-B of the Indian Evidence Act.	28

Plaintiff has not produced further evidence and filed closing pursis vide Exh.-29.

ARGUMENT :-

(9) 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.

:-: REASONS :-:

Issue Nos. 1 to 5 :-

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

(11) The witness Mr. Hemant Maganlal Manek, who are Deputy Engineer/Junior Engineer of Plaintiff's Company has filed the affidavit Chief Examination vide Exh.-08, wherein he supported the facts of plaint and deposed that suit amount of *Rs.27,176.32/- paise* which is due from the defendant. The plaintiff has produced documentary evidences at Exhibited - 10 to 28 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.

(12) 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.27,176.32 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.27,176.32 ps. (Rupees : Twenty-Seven Thousand One Hundred Seventy-Six and Thirty-Two 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 15th day of April, 2026.

Date :- 15/04/2026

Place :- Jamnagar.

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