

Received on	18/09/2025
Registered on	18/09/2025
Decided on	24/06/2026
Duration	YY- : MM- : DD - 00 - 09 - 06
<i>Exhibit</i>	

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

Regular Civil Suit No. 509 of 2025

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

Through:- Deputy Engineer,

Sub-Division : Gokul Nagar,

Jamnagar.

.....*Plaintiff*

VERSUS

Deceased Babulal Khanji,

(User & occupier) ;

Mr. Lakhabhai Arjanbhai Jivabhai Bhochiya,

Address : Vinayak Same, Bajrang General Store

Same Ni Gali, Chikudiwalu Ghar, Shri Rokadiya

Hanumanji Same, Gokul Nagar, Jamnagar.

.....*Defendant*

Subject :- Suit for the recovery of Rs.48,908.34 ps.

Appearance :-

Adv. for the Plaintiff/s :- *Ld. D. J. Nadhiadhara.*

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 Ltd., is a Company incorporated under the provisions of the Gujarat Urja Nigam Ltd. and the Gujarat Electricity Industry (Reorganization and Regulation) Act, 2003. The Plaintiff is engaged in the business of supplying electricity to its consumers in accordance with the applicable rules and regulations. The Sub-Division of the Plaintiff Company is administered through the Deputy Engineer, Gokul Nagar Sub-Division, who is duly authorized and competent to file and prosecute the present suit on behalf of the Plaintiff.

(2) The Plaintiff had provided a domestic electricity connection bearing Consumer No.63157/14327/1 to the Defendant. An amount of Rs.48,908.34 remained outstanding towards electricity consumption charges and other related charges for the period from February, 2024 to May, 2025. Despite repeated demands, the Defendant failed to clear the outstanding dues. Consequently, the electricity connection of the Defendant came to be permanently disconnected with effect from 05.02.2024.

(3) Even after disconnection of the electricity supply, the Defendant has failed and neglected to pay the outstanding amount. As a result, a sum of Rs.48,908.34 remains due and

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recoverable from the Defendant, compelling the Plaintiff to institute the present suit for recovery of the said amount.

(4) The cause of action arose when the Defendant failed to pay the outstanding dues. A legal notice dated 05/07/2024 was issued to the Defendant demanding payment. However, despite service of the said notice and even after disconnection of the electricity connection, the Defendant has failed to make payment. The cause of action is continuing and subsisting within the jurisdiction of this Hon'ble Court. Therefore, the Plaintiff has instituted the present suit for recovery of Rs. 48,908.34 ps., together with interest at the rate of 1.5% per month (18% per annum) from the Defendant.

(5) 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. Hence, case is proceeded as an *ex-parte* against the defendant as per Order of this 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 કામે વીજ કનેક્શન મેળવનારને વાદી કંપની દ્વારા ગ્રાહક નં. ૬૩૧૫૭/૧૪૩૨૭/૧ થી ઘરનું વીજ

	કનેક્શન આપવામાં આવેલું જેના વીજ વપરાશનું બીલ રૂા. ૪૮,૯૦૮.૩૪/- આપવામાં આવેલું હોય તે રકમ વાદી પ્રતિવાદી પાસેથી કાયદેસર રીતે લેવા હકકદાર બને છે ?
2	શું વાદી પુરવાર કરે છે કે, આ કામના પ્રતિવાદીને કાયદેસરની નોટીસ આપવા છતાં તેવી રકમ ભરપાઈ ન કરતા તા. ૦૫/૦૨/૨૦૨૪ ના રોજ પ્રતિવાદીનું વીજ કનેક્શન કાયમી ધોરણે ડીસકનેક્ટ કરવામાં આવેલ ?
3	શું વાદી સાબીત કરે છે કે, આ કામના પ્રતિવાદીને આપવામાં આવેલ વીજ વપરાશનું બીલ કાયદેસરનું અને યોગ્ય ચકાસણી કર્યા બાદ આપવામાં આવેલું છે ?
4	શું વાદી પુરવાર કરે છે કે, પ્રતિવાદી તેઓની બાકી રકમ ઉપર કોઈ વ્યાજ વસૂલ કરવા માટે હકકદાર છે ? જો હા તો કયા દરે ?
5	શું વાદી માગ્યા મુજબની દાદ મેળવવા હકકદાર ઠરે છે ?
6	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 Affirmative.
4	In Partly Affirmative, (at the rate of 6% per annum).
5	In Partly Affirmative
6	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.	PARTICULARS	Exh.
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No.		
1	Affidavit of Examination-in-Chief by Deputy Engineer of Plaintiff's Company Mr. Kishor Nathabhai Karena.	07

DOCUMENTARY EVIDENCE: -

Sr. No.	PARTICULARS	Exh.
1	True copy of Brief Note.	9
2	True copy of Approval for filed a civil suit against the defendant.	10
3	True copy of Proforma No.12.	11
4	True copy of Calculation sheet.	12
5	True copy of Certificate.	13
6	True copy of Proforma-15.	14
7	True copy of Meter Checking Report.	15
8	True copy of PDC Certificate.	16
9	True copy of Legal Notice.	17
10	True copy of Lok Adalat Notice regarding Pre-litigation).	18
11	True copy of Legal Notice.	19
12	True copy of RPAD cover and receipt.	20
13	True copy of Site Inspection Report.	21
14	True copy of Consumer Personal Ledger.	22
15	Copy of Certificate as per IT Act, 2000.	23

Plaintiff has not produced further evidence and filed closing pursis vide Exh.-24.

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 ::-

(10) The witness Mr. Kishor Nathabhai Karena, 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.14,870.98 paise* which is due from the defendant. The plaintiff has produced documentary evidences at Exhibited - 09 to 23 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.

ISSUE NOS.1 TO 3;

(11). The Plaintiff Company has examined its authorized officer and produced documentary evidences in support of its claim. The Brief Note is produced at Exh.08; Approval for filing the Civil Suit against the Defendant is produced at Exh.09; Proforma

No.12 is produced at Exh.10; Calculation Sheet is produced at Exh.11; Certificate is produced at Exh.12; Proforma No.15 at Exh.13; Meter Checking Report is produced at Exh.14; PDC Certificate is produced at Exh.15; Legal Notice is produced at Exh.16; Lok Adalat Notice regarding Pre-Litigation Proceedings at Exh.17; Legal Notice is produced at Exh.18; RPAD Cover and Postal Receipt at Exh.19; Site Inspection Report is produced at Exh.20; Consumer Personal Ledger is produced at Exh.21.

Upon appreciation of the oral and documentary evidence available on record, it transpires that the Plaintiff Company had provided a domestic electricity connection bearing Consumer No.63157/14327/1 to the Defendant. The Consumer Personal Ledger produced at Exh.21, read together with the Calculation Sheet at Exh.11 establishes that an amount of Rs.48,908.34 remained outstanding towards electricity consumption charges and other charges. The Meter Checking Report at Exh.14, Proforma Nos.12 and 15 produced at Exhs.10 and 13 respectively, as well as the Site Inspection Report at Exh.20, demonstrate that the meter and consumption details were duly verified by the competent authority of the Plaintiff Company. There is nothing on record to indicate that the bills raised by the Plaintiff Company were incorrect, arbitrary or contrary to the applicable regulations. Hence, the Plaintiff has successfully proved that the electricity consumption bill issued to the Defendant was legal, proper and issued after due verification.

The documentary evidence further reveals that despite repeated demands, the Defendant failed to clear the outstanding dues. The

Legal Notices produced at Exhs.16 and 18, the Lok Adalat Notice at Exh.17 and the RPAD Receipt and Postal Cover produced at Exh.19 establish that due notices were issued and served upon the Defendant demanding payment of the outstanding amount. However, the Defendant failed to comply with the said notices. The Site Inspection Report and other relevant documents on record further establish that the electricity connection of the Defendant came to be permanently disconnected with effect from 05.02.2024 on account of non-payment of dues.

The Defendant has neither appeared before the Court nor filed any written statement disputing the claim of the Plaintiff Company. The evidence led by the Plaintiff has, therefore, remained unchallenged, unrebutted and uncontroverted. The documentary evidence produced on record clearly establishes that a sum of Rs.48,908.34 is legally due and recoverable from the Defendant. Accordingly, the Plaintiff has successfully proved that it is entitled to recover the said amount from the Defendant. Therefore, I answered Issue Nos.1, 2 and 3 are in the Affirmative.

ISSUE NO.4

(12) The Plaintiff Company has claimed interest at the rate of 1.5% per month, equivalent to 18% per annum, on the outstanding amount. However, 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.48,908.34 ps. with simple interest @ 6% per annum from the defendant* from the date of filing of suit till the realization. Accordingly, I Issue No.4 is in the partly-Affirmative.

ISSUE NOS.5 & 6

(13) In view of the foregoing discussion and findings, this Court is satisfied that the Plaintiff Company has successfully established its claim against the Defendant. The Plaintiff has proved that a sum of Rs.48,908.34 is legally due and recoverable from the Defendant. Although the Plaintiff has claimed interest at the rate of 1.5% per month (18% per annum), the same cannot be granted in the absence of any contractual or other documentary evidence supporting such claim. However, for the reasons recorded while deciding Issue No.4 and in exercise of the powers under Section 34 of the Code of Civil Procedure, 1908, the Plaintiff is entitled to recover simple interest at the rate of 6% per annum on the decretal amount from the date of institution of the suit until realization.

Accordingly, the Plaintiff is entitled to recover from the Defendant a sum of Rs.48,908.34 together with simple interest at the rate of 6% per annum from the date of filing of the suit until

realization. Consequently, the Plaintiff is partly entitled to the reliefs prayed for in the plaint. Accordingly, I answered Issue No.5 is in the partly-Affirmative and Issue No.6 is answered as per the final order.

∴ ORDER ∴

- (1) The suit is ***partly allowed*** with cost.
- (2) Defendant (*User & occupier*) ***Mr. Lakhabhai Arjanbhai Jivabhai Bhochiya*** is hereby ordered to pay amount of ***Rs.48,908.34 ps. (Rupees : Forty-Eight Thousand Nine Hundred Eight and Thirty-Four 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 this open Court on this 24th day of June, 2026.

Dt. 24/06/2026
Jamnagar

(N. G. Parmar)
Principal Senior Civil Judge,
Jamnagar
Judge Code: GJ00869