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Decided on	13/05/2026
Duration	YY- : MM- : DD - 00 - 07 - 09
<i>Exhibit</i>	22

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

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Regular Civil Suit No.570 of 2025

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

Through:- Deputy Engineer,

Sub-Division : Industrial,

Jamnagar.

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

V E R S U S

1. Laxman Lalji Chauhan (Main owner),

2. Bharat Laxman Chauhan (User & owner)

Address : 49, Digjam Plot, Kamadiya Vas,

Nr. Ram Cycle, Jamnagar.

.....***Defendants***

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Subject :- Suit for the recovery of Rs.26,937/-

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Adv. for the Plaintiff/s :- *Ld. V. J. Jani.*

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 Industry (Re-Organization and Regulation) Act, 2003, and is engaged in 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, Industrial Sub-Division, and therefore the deponent is duly authorized and competent to file and prosecute the present suit.

2. The Plaintiff had provided to the Defendant an electricity connection bearing Consumer No.87104/07381/7 for residential use. For the purpose of recording electricity consumption, a meter was installed at the premises of the Defendant. The meter reading was periodically recorded every two months at the site, and electricity consumption bills were issued accordingly to the Defendants. On the basis of duplicate copies of such bills, debit entries were made every two months in the computerized ledger maintained by the Plaintiff Company for its consumers, and credit entries were made on the basis of duplicate receipts issued against payments received. Since the Defendant failed to make regular payment of the electricity consumption charges, arrears accumulated against the said connection, and consequently the electricity connection of the Defendants came to be disconnected.

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

3. As per the running account maintained by the Plaintiff Company, an amount of Rs.23,368.53 ps. towards electricity consumption charges and Rs.3,568.47 ps. towards D.P.C. charges, aggregating to a total outstanding amount of 26,937/- (Rupees Twenty-Six Thousand Nine Hundred Thirty-Seven only), remains due and payable by the Defendant. Despite repeated demands and recovery efforts made by the Plaintiff, the Defendant failed to clear the outstanding dues. Consequently, the electricity connection of the Defendant was permanently disconnected (P.D.C.) on 06.03.2025. Even after such permanent disconnection, the Defendant failed and neglected to pay the outstanding bill amount. Therefore, the Plaintiff has been constrained to file the present suit for recovery of the said amount of Rs. 26,937/-.

4. The cause of action for the present suit first arose during August-September 2023 when the Defendant failed to make payment of the electricity dues and the outstanding amount remained unpaid. Subsequently, as the arrears could not be recovered from the Defendant, the electricity connection came to be disconnected on 06/03/2025. Thereafter, a legal notice dated 07/03/2025 was issued by the Plaintiff, which was duly served personally upon Jayesh Bharatbhai Chauhan on 30/05/2025. Despite service of the said notice, the Defendant failed and neglected to pay the outstanding amount. Hence, the cause of action continues to arise and subsist within the jurisdiction of this Hon'ble Court.

Hence, the Plaintiff has instituted the present suit for recovery of **Rs.26,937/- (alongwith DPC)** together with interest at the rate of **18% per annum** from the Defendant from the date of assessment till realization, as per company rules.

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 and file the written statement *right was closed*. Hence, case is proceeded as an *ex-parte* against the defendant as per law and order.

6. For determination of this suit, this Court has framed the following issues vide Exh.-09.

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. ૮૭૧૦૪/૦૭૩૮૧/૭ થી ઘરનું વીજ કનેક્શન આપવામાં આવેલું જેના વીજ વપરાશનું બીલ રૂા. ૨૬,૯૩૭/- 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. ૦૬/૦૩/૨૦૨૫ ના રોજ પ્રતિવાદીનું વીજ કનેક્શન કાયમી ધોરણે ડીસકનેક્ટ કરવામા 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 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. No.	PARTICULARS	Exh.
1	Affidavit of Examination-in-Chief by Deputy Engineer of Plaintiff's Company Mr. Amitbhai Rameshbhai Parmar.	11

DOCUMENTARY EVIDENCE: -

Sr. No.	PARTICULARS	Exh.
1	True copy of Proforma No.12.	13
2	True copy of Office letter regarding filing the claim.	14
3	True copy of Credit Gate Pass.	15

4	True copy of Meter replacement & Rojkam.	16
5	True copy of CGL arrears break up Form.	17
6	True copy of Bill details (outstanding).	18
7	True copy of Site Inspection Report.	19
8	True copy of Certificate as per IT Act, 2000.	20

Plaintiff has not produced further evidence and filed closing pursis vide Exh.- 21.

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. Amitbhai Rameshbhai Parmar, who are Deputy Engineer/Junior Engineer of Plaintiff's Company has filed the affidavit Chief Examination vide Exh.-11, wherein he supported the facts of plaint and deposed that suit amount of Rs.26,937/- (alongwith DPC) which is due from the defendant. The plaintiff has produced documentary evidences at Exhibited -

13 to 20 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.26,937/- 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, 3 & 5 are *in the Affirmative*, Issue No.4 is *in the Partly Affirmative* and for Issue No.6 following order is passed.

∴ ORDER ∴

- (1) The suit is ***partly allowed*** with cost.
- (2) Defendants are hereby ordered to pay amount of ***Rs.26,937/- (Rupees : Twenty-Six Thousand Nine Hundred Thirty-Seven 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 13th day of May, 2026.

Date :- 13/05/2026
Place :- Jamnagar.

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